

10/18/19 2:17:50 PM

COMBINED Supplemental Claims Listing

166 111514 KONICA MINOLTA BUSINESS SOLOTTI 9006145819 MONTHLY CLICKS 9/13- 10/24/19 27020006200 OFFICE SUPPLIES & POSTAGE 232.61 ** ghaugs

167 172130 QUICK SIGNS 20600 KCFPD BOUNDARY DECAL 10/24/19 27020006200 OFFICE SUPPLIES & POSTAGE 100.00 dguritz

168 190535 SELECTIVE INSURANCE CO. OF AME FLD2059816 EL-FLOOD RENEWAL 10/24/19 27020006838 INSURANCE REIMB 332.61* bantrin

169 190816 SHAW MEDIA 091910085118 MONTHLY WEBSITE HOSTI 10/24/19 27020006843 PROMOTION/PUBLICITY 1,419.00 dguritz

1,419.00*

59.00

59.00*

Total FOREST PRESERVE EXPENDITURE 1,810.61*

FOREST PRESERVE EXPENDITURE

Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount
166	111514	KONICA MINOLTA BUSINESS SOLOTTI 9006145819	MONTHLY CLICKS 9/13-	10/24/19	27020006200	OFFICE SUPPLIES & POSTAGE	232.61
167	172130	QUICK SIGNS 20600	KCFPD BOUNDARY DECAL	10/24/19	27020006200	OFFICE SUPPLIES & POSTAGE	100.00
168	190535	SELECTIVE INSURANCE CO. OF AME FLD2059816	EL-FLOOD RENEWAL	10/24/19	27020006838	INSURANCE REIMB	332.61*
169	190816	SHAW MEDIA 091910085118	MONTHLY WEBSITE HOSTI	10/24/19	27020006843	PROMOTION/PUBLICITY	1,419.00
							1,419.00*
							59.00
							59.00*
			Total FOREST PRESERVE EXPENDITURE				1,810.61*

Vendor #	Name	Invoice #	Description	Date	Budget #	Account Description	Dilet Amount
170 010452	ADS, INC	147996-1044	QUARTERLY ALARM MONI	10/24/19	27021007076	UTILITIES - ELLIS HOUSE	336.27 336.27*
	ELLIS HOUSE						336.27*
171 130506	MENARDS	63556	GROUNDS & MAINT. SUP	10/24/19	27021027080	GROUNDS & MAINT - ELLIS G	68.66
172 190610	SEMPER FI YARD SERVICES	2019-1861	ELLIS POND RESTORATI	10/24/19	27021027080	GROUNDS & MAINT - ELLIS G	495.00 563.66*
	ELLIS GROUNDS						563.66*
	HOOVER						
173 140937	NICOR	23-33-66-9829 7	NICOR-HVR ROOKERY	10/24/19	27022006860	HOOVER - GAS	42.26
174 140937	NICOR	22-82-70-8032 7	NICOR-HVR SHOF	10/24/19	27022006860	HOOVER - GAS	45.80
175 140937	NICOR	10/10/19:BLAZIN	BLAZING STAR	10/24/19	27022006860	HOOVER - GAS	39.15
176 140937	NICOR	10/10/19:KINGFT	KINGFISHER	10/24/19	27022006860	HOOVER - GAS	41.39
177 140937	NICOR	10/10/19:ML	MERDOWHAWK	10/24/19	27022006860	HOOVER - GAS	41.05
178 140937	NICOR	10/10/19:HOUSE	HOOVER HOUSE	10/24/19	27022006860	HOOVER - GAS	24.67
179 140937	NICOR	10/10/19:MAINT	HOOVER MAINT BLDG	10/24/19	27022006860	HOOVER - GAS	37.26 271.58*
180 031510	COMMONWEALTH EDISON	10/1/19:HOUSE	HOOVER HOUSE	10/24/19	27022006861	HOOVER - ELECTRIC	72.36
181 031510	COMMONWEALTH EDISON	10/1/19:MULTIPL	HOOVER MULTIPLE	10/24/19	27022006861	HOOVER - ELECTRIC	843.35
182 031510	COMMONWEALTH EDISON	10/1/19:BATHHO	HOOVER BATHHOUSE	10/24/19	27022006861	HOOVER - ELECTRIC	144.77 1,060.48*
183 130506	MENARDS	62894	HOOVER SHOP SUPPLIES	10/24/19	27022006863	HOOVER - SHOP SUPPLIES	15.83 15.83*
184 130506	MENARDS	62894	HOOVER BLDG SUPPLIES	10/24/19	27022006864	HOOVER - BUILDING MAINTEN	65.90 65.90*
185 040538	DEKANE EQUIPMENT CORP	1A67566	DEKANE OIL CHANGE SU	10/24/19	27022006866	HOOVER - OTHER EXPENSES	230.78
186 071807	GRALNCO F.S. INC	78018411	HERBICIDE-HOOVER RES	10/24/19	27022006866	HOOVER - OTHER EXPENSES	344.25
187 130506	MENARDS	63646	ML SUMP PUMP REPLACE	10/24/19	27022006866	HOOVER - OTHER EXPENSES	394.99
188 269338	WILLIAM MOONEY	19-00234	GRP CAMP-SITE FIREWOO	10/24/19	27022006866	HOOVER - OTHER EXPENSES	75.00 1,045.02*
189 100170	DIANE JASKOWSKI	19-00237	BUNKHOUSE SEC DEP RT	10/24/19	27022007088	HOOVER SECURITY DEPOSIT R	100.00
190 269335	VANESSA THORTON	19-00235	ML SEC DEP RTN	10/24/19	27022007088	HOOVER SECURITY DEPOSIT R	135.00
191 269336	BLANCHE NORRIS	19-00215	SEC DEP RETURN - KFB	10/24/19	27022007088	HOOVER SECURITY DEPOSIT R	100.00
192 269337	ASHLEE GEISS	19-00209	ML SEC DEP RTN	10/24/19	27022007088	HOOVER SECURITY DEPOSIT R	135.00 470.00*
	Total HOOPER						2,928.81*

Vendor#	Name	Description	Date	Budget #	Account Description	Dist Amount
Grounds & Natural Resources						
193 080905	PATRICK HIGGINS	PPE (WORK BOOTS) - H	10/24/19	27025006240	UNIFORMS	75.00
194 269218	ANTONETTE MECIEJ	PPE (WORK BOOT) ALLO	10/24/19	27025006240	UNIFORMS	69.83
195 030540	CENTRAL LIMESTONE CO INC	PRESERVE IMPROVEMENT	10/24/19	27025006837	PRESERVE IMPROV - GR & NA	144.83*
196 071807	GRAINCO F.S. INC	BLACKBERRY TRAIL	10/24/19	27025006837	PRESERVE IMPROV - GR & NA	17.77
197 011359	AMEREN IP	MILLBROOK SOUTH NATU	10/24/19	27025006848	GAS - GROUNDS & NATURAL R	299.00
198 140937	NICOR	87-94-61-1000 1 NICOR - HARRIS	10/24/19	27025006848	GAS - GROUNDS & NATURAL R	316.77*
199 140937	NICOR	85-66-26-1012 1 MS GAS	10/24/19	27025006848	GAS - GROUNDS & NATURAL R	34.95
200 071807	GRAINCO F.S. INC	SIGNAL HERBICIDE DYE	10/24/19	27025007089	SUPPLIES - SHOP	12.63
201 130506	MENARDS	P&P 5-GAL GAS CAN	10/24/19	27026007089	SUPPLIES - PICKERILL FIGO	111.22

Total GROUNDS & NATURAL RESOURCES 702.70*

Pickerill-Pigott Forest Preserve 13.99

Total Pickerill-Pigott Forest Preserve 13.99*

450.00
 450.00*

IF BOND PROCEEDS 2007

268 011311 AMALGAMATED BANK OF CHICAGO 1854866002 SERIES 2012 ADMIN FE 10/24/19 95020006200 BOND DISCLOSURE FEE 450.00
 450.00*

Vendor#	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount
269 030859	CHICAGO TITLE COMPANY, LLC	190324718-1	TITLE SEARCH (50%) H	10/24/19	95020006850	PROJECT FUND EXPENSES	30.00 30.00*
270 190610	SEMPER FI YARD SERVICES	BCFP-10	HALF-DAY BRUSH MOWIN	10/24/19	95020006858	PRESERVE IMPROVEMENTS / M	1,575.00
271 211810	UPLAND DESIGN LTD	19-737-02	PICKERILL-PICOTT OSL	10/24/19	95020006858	PRESERVE IMPROVEMENTS / M	11,598.52
272 269343	GENESIS NURSERY, INC.	19988	FRB PRAIRIE SEED FOR	10/24/19	95020006858	PRESERVE IMPROVEMENTS / M	499.96 13,673.48*
Total FR BOND PROCEEDS 2007							14,153.48*

GRAND TOTAL
\$20,509.52

**KENDALL COUNTY FOREST PRESERVE DISTRICT
COMMITTEE OF THE WHOLE MEETING MINUTES**

OCTOBER 8, 2019

I. Call to Order

President Gilmour called the Committee of the Whole meeting to order at 4:38 pm in the Kendall County Board Room.

II. Roll Call

Commissioners Cesich, Gengler, Gilmour, Kellogg, Prochaska, and Vickers all were present. Commissioner Gryder entered the meeting at 4:47 pm.

III. Approval of Agenda

Commissioner Prochaska made a motion to approve the agenda as presented. Seconded by Commissioner Vickers. All, aye. Opposed, none.

IV. Public Comments

No public comments were offered from citizens in attendance.

V. Executive Director's Report

Director Guritz provided an Executive Director's report. The report included updates on fall projects.

VI. MOTION: Forward Claims to Commission for an Amount Not-to-Exceed \$27,500.00

The Committee of the Whole reviewed the claims list, with an updated \$26,190.57 for the cumulative total.

Commissioner Prochaska made a motion to forward claims to Commission for an amount not-to-exceed \$26,190.57. Seconded by Commissioner Gengler. Aye, all. Opposed, none.

VII. Review of Financial Statements and Cost Center Reports for the Period Ending September 30, 2019

Director Guritz presented financial statements and cost center reports for the period ending September 30, 2019. The District is exceeding net surplus projections for the year.

Commissioner Cesich briefly adjourned from the meeting at 4:45 pm.

Commissioner Gryder entered the meeting room at 4:47 pm.

OLD BUSINESS

VIII. Review and Approval of Special Use Permit Requests

- **Lisa Wolancevich – Yorkville Historical Society – Court Room, East Wing and Third Floor Conference Room – December 8, 2019 – 2:00 pm – 6:00 pm – Yorkville Historical Society Hometown Christmas**

Note: Request Includes Waiving Insurance Requirements Only for this Public Special Event

Director Guritz presented a special use permit request for Lisa Wolancevich – Yorkville Historical Society – Requesting use of the Historic Courthouse Court Room, East Wing Conference Room, and Third Floor Conference Room on December 8, 2019 from 2:00 pm – 6:00 pm for the Yorkville Historical Society Hometown Christmas.

Commissioner Cesich re-entered the meeting at 4:48 pm.

Commissioner Gengler reported that he had reached out to the group, and presented information on special event insurance costs.

The Committee of the Whole discussed the special use permit.

Commissioner Gengler made a motion to approve the Special Use Permit request from Lisa Wolancevich – Yorkville Historical Society- Court Room, East Wing, and Third Floor Conference Room – December 8, 2019 – 2:00 pm – 6:00 pm – Yorkville Historical Society Hometown Christmas, including a requirement for special event general liability insurance coverage for \$1M. Seconded by Commissioner Prochaska. Aye, all. Opposed, none.

NEW BUSINESS

IX. Risk Management Insurance Program Quotes (iParks and ICRMT): Discussion and Directions

Director Guritz presented risk management insurance quotes received from iParks and ICRMT. Policy details and budget implications were discussed.

The Committee of the Whole discussed the program quotes received. The Committee of the Whole gave direction to present an ICRMT comparative quote by the first meeting in November for further consideration.

X. FY20 Preliminary Operating Fund Budget – Adjustments, Updates and Directions

Director Guritz presented updates on the FY20 Preliminary Operating Fund Budget with the District's insurance and updated benefit costs factored in, noting that additional cuts will need to be made in order to present a balanced budget.

XI. FY20 Preliminary 2007 Capital Fund (Fund 950) – Adjustments, Updates and Directions

- **District Grant-Funded Capital Project Funds (OSLAD Pickerill-Pigott Phase I Improvements)**
- **Establishment of a District Liability Fund and FY19 Budget Amendment**

Director Guritz presented FY20 preliminary 2007 Capital Fund (Fund 950) budget, including two new project fund budgets in order to comply with GATA requirements for State and federally-funded grant projects. The two project funds presented were for the OSLAD Phase I development project for Pickerill-Pigott Forest Preserve, and the RTP and IDNR Habitat Fund cropland conversion and public access project for Fox River Bluffs Forest Preserve.

XII. Presentation and Discussion: 5-Year District Operating and Capital Needs and Projections

Director Guritz presented an overview of the District's five-year operating and capital needs and projects for discussion. Details of upcoming projects were provided.

Commissioner Kellogg left the meeting at 6:08 pm.

XIII. Harris Shelter 4 Soffit Repairs – A&B Exteriors Quote

Director Guritz presented a quote from A&B Exteriors for Harris Shelter 4 Soffit repairs.

Commissioner Vickers made a motion to forward the quote from A&B Exteriors for Harris Shelter 4 soffit repairs to Commission for approval. Seconded by Commissioner Prochaska. Aye, all. Opposed, none.

XIV. Executive Session

There was no need for executive session.

XV. Summary of Action Items

Director Guritz provided a summary of action items.

XVI. Public Comments

Commissioner Gryder presented information on the "Bee Buddies" program sponsored by the Fox Metro Water Reclamation District.

XVII. Adjournment

Commissioner Cesich made a motion to adjourn the meeting. Seconded by Commissioner Gryder. Aye, all. Opposed, none.

Meeting adjourned at 6:18 pm.

Respectfully submitted,

David Guritz
Executive Director, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT
COMMISSION MEETING MINUTES
OCTOBER 15, 2019**

I. Call to Order

President Gilmour called the meeting to order at 9:37 am in the Kendall County Board Room.

II. Pledge of Allegiance

All present recited the Pledge of Allegiance.

III. Invocation

Commissioner Prochaska offered an invocation for the meeting.

IV. Roll Call

X	Cesich	X	Gryder
	Flowers		Hendrix
X	Gengler	X	Kellogg
X	Giles	X	Prochaska
X	Gilmour	X	Vickers

Commissioners Cesich, Gengler, Giles, Gryder, Kellogg, Prochaska, Vickers and Gilmour were all present.

V. Approval of Agenda

Commissioner Gryder made a motion to approve the Commission meeting agenda as presented. Seconded by Commissioner Gengler. Aye, all. Opposed, none.

VI. Public Comment

No public comments were offered from citizens in attendance.

VII. Approval of Claims for an Amount Not-to-Exceed \$26,190.57

Commissioner Gryder made a motion to approve claims for an amount not-to-exceed \$26,190.57. Seconded by Commissioner Prochaska.

Motion: Commissioner Gryder Second: Commissioner Prochaska Roll call: Claims: \$26,190.57					
Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
X		Cesich	X		Gryder
		Flowers			Hendrix
X		Gengler	X		Kellogg
X		Giles	X		Prochaska
X		Gilmour	X		Vickers
Motion unanimously approved.					

VIII. Approval of Minutes

- Kendall County Forest Preserve District Commission Meeting of September 17, 2019
- Kendall County Forest Preserve District Finance Committee Meeting of September 26, 2019
- Kendall County Forest Preserve District Committee of the Whole meeting of October 2, 2019

Commissioner Gryder made a motion to approve the Commission meeting minutes of September 17, 2019; the Finance Committee meeting minutes of September 26, 2019, and the Committee of the Whole meeting minutes of October 2, 2019. Seconded by Commissioner Giles. Aye, all. Opposed, none.

OLD BUSINESS

No Items posted for consideration.

NEW BUSINESS

IX. MOTION: Approval of a Proposal from A&B Exteriors of Sandwich, Illinois for Exterior Soffit Repairs to Harris Forest Preserve Shelter 4 for an Amount Not-to-Exceed \$650.00

Commissioner Cesich made a motion to approve a proposal from A&B Exteriors of Sandwich, Illinois for exterior soffit repairs to Harris Forest Preserve Shelter 4 for an amount not-to-exceed \$650.00. Seconded by Commissioner Vickers.

Motion: Commissioner Cesich
 Second: Commissioner Vickers

Roll call: A&B Exteriors

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
X		Cesich	X		Gryder
		Flowers			Hendrix
X		Gengler	X		Kellogg
X		Giles	X		Prochaska
X		Gilmour	X		Vickers

Motion unanimously approved.

X. MOTION: Approval of a Special Use Permit Request and Contract with the University of Illinois Cooperative Extension for Use of District Facilities to Support 4H Programming

Commissioner Gryder made a motion to approve a special use permit request and contract with the University of Illinois Cooperative Extension for use of District facilities to support 4H programming. Seconded by Commissioner Cesich.

Motion: Commissioner Gryder
 Second: Commissioner Cesich

Roll call: Special use permit U of I Extension

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
X		Cesich	X		Gryder
		Flowers			Hendrix
X		Gengler	X		Kellogg
X		Giles	X		Prochaska
X		Gilmour	X		Vickers

Motion unanimously approved.

XI. MOTION: Approval of a State Illinois Inter Agency User Agreement between the Illinois State Police and Kendall County Forest Preserve District for the Purpose of Requesting Criminal History Records Information of Individuals Applying for Employment and Volunteer Service

Commissioner Gryder made a motion to approve a State Illinois interagency user agreement between the Illinois State Police and Kendall County Forest Preserve District for the purpose of requesting criminal history records information of individuals applying for employment and volunteer service. Seconded by Commissioner Cesich.

Motion: Commissioner Gryder

Second: Commissioner Cesich

Roll call: Criminal History Records Agreement

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
X		Cesich	X		Gryder
		Flowers			Hendrix
X		Gengler	X		Kellogg
X		Giles	X		Prochaska
X		Gilmour	X		Vickers

Motion unanimously approved.

XII. Executive Session

There was no need for executive session.

XIII. Other Items of Business

No other items of business were presented.

XIV. Public Comments

No public comments were offered from citizens in attendance.

XV. Adjournment

Commissioner Prochaska made a motion to adjourn. Seconded by Commissioner Gengler. Aye, all. Opposed, none. Meeting adjourned at 9:44 am.

Respectfully submitted,

David Guritz

Director, Kendall County Forest Preserve District

To: Kendall County Board of Commissioners
From: David Guritz, Director
RE: Subat Forest Preserve – Phase II Tile Clearing
Date: November 5, 2019

The drain tile at Subat Forest Preserve has been located and cleared. Innovative Underground provided GIS coordinates for the pipe location, tile riser control structure that can be used to adjust water levels in the Subat wetland, and confirmed outflow pipe location.

Innovative Underground noted that there were no obstructions, but there is a 'soft spot' that located around the preserve's western boundary, and possible breakage off District property where a sinkhole is present on the landscape. The initial jetting effort did have a noticeable impact on total water flow rate within the tile.

This \$1,800 Phase II proposal will work to further clear out the drain tile from the control structure to the outflow pipe, including televising of pipe condition to determine what, if any repairs are needed.

Recommendation: Consider a motion to approve the Phase II proposal from Innovative Underground for drain tile clearing and inspection at Subat Forest Preserve.



INNOVATIVE UNDERGROUND

2175C GRISWOLD SPRINGS RD., SANDWICH IL 60548
331-300-5225

Kendall County Forest Preserve District
Attn: Dave Guritz
Yorkville IL

PROPOSAL
10/28/2019

PROJECT: SUBAT FOREST PRESERVE, PLANO, IL, STORM SEWER IMPROVEMENTS

NO.	ITEM	PROPOSED AMOUNTS			
		QTY	U/M	PRICE	AMOUNT
1	HAND DIG SMALL DITCH TO CREEK SO TILE CAN DRAIN FREELY	2	HR	\$ 300.00	\$ 600.00
2	INSTALL TEMP PLUG TO REDUCE FLOW TO CAMERA PIPE FROM CONTROL STRUCTURE TO GET A VIEW OF PARTIAL BLOCKAGE IN PIPE.	2	HR	\$ 300.00	\$ 600.00
3	JET FROM CONTROL STRUCTURE DOWNSTREAM TO OUTLET TO REMOVE PARTIAL BLOCKAGE TO MAXIMIZE FLOW	2	HR	\$ 300.00	\$ 600.00
PROPOSAL TOTAL					\$ 1,800.00

SCOPE OF WORK:

- CLEAN & TELEWISE CULVERTS
- ENSURE FIELD TILE DRAINS FREELY
- CHECK/MAINTAIN CONTROL STRUCTURES

RANDY HARKER, PRESIDENT

DATE

PROPOSAL VALID FOR 30 DAYS

TERMS: DUE UPON COMPLETION

WARRANTY: 5 YEARS FROM DATE OF INSTALLATION FOR LINERS

WARRANTY: 1 YEAR FROM DATE OF CLEANING (IF CLEANING IS ALL THAT IS DONE)

SIGNATURE OF ACCEPTANCE

DATE



Point	Lat.	Long.
Outfall	41.645404	-88.493642
Manhole	41.646225	-88.487691
Sink Hole	41.645334	-88.492793
Tile Riser	41.645563	-88.489806

Legend

- Manhole
- Outfall
- Sink Hole
- Tile Riser

To: Kendall County Board of Commissioners

From: David Guritz, Director

RE: ICRMT Insurance Coverage for FY19-20

Date: November 5, 2019

A final proposal has been received from Dane Mall, Lead Public Entity Risk Advisor for Alliant for the District's proposed FY19-20 insurance coverage deductibles and limits.

Recommended insurance coverages and deductibles extended from ICRMT (Illinois Counties Risk Management Trust) include the following:

Coverage	Limits	Deductible	Premium
Property	Per Schedule	\$5,000 \$1,000 Inland Marine	Included
Crime	\$100,000	\$10,000	Included
General Liability	\$1,000,000	\$5,000	Included
Auto Liability	\$1,000,000	\$5,000	Included
Auto Physical	Per Schedule	\$5,000	\$656
Public Officials	\$1,000,000	\$10,000	Included
Employment Practices	\$1,000,000	\$10,000	Included
Excess Liability	\$9,000,000	Underlying	Included
Package Program Total			\$39,149.00

Alliant recommends Workers' Compensation through the Illinois Public Risk Fund, with a limit of \$2,500,000 and first-dollar deductible for an annual premium cost of **\$16,227.00**.

In review of the ICRMT and iParks proposal, the Committee of the Whole examined the potential liability from the potential loss of retroactive coverage, which dates back to 10/18/1978.

Recommendation:

Consider a motion to approve the Alliant proposal for binding insurance coverage with ICRMT and the IPRF (Workers' Compensation) for FY19-20 in the amount of **\$55,376.00**.



Kendall County Forest Preserve

Insurance Proposal

Presented by:
Dane Mall
Lead Public Entity Risk Advisor
Account Executive

Samantha Shock, AINS, CISR
Account Manager

October 31, 2019

Services may be provided by Mesirow Insurance Services, Inc., an Alliant-owned company, and Alliant Insurance Services, Inc.
353 N Clark St 11th fl
Chicago, IL 60654
O (312) 595-6200
CA License No. 0803093 | 0C36861

Your Service Team

Michael J. Mackey
Executive Vice President-Producer

Michael.Mackey@alliant.com

Phone: (312) 595-7900

Daniel Mackey
Senior Vice President Producer

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Senior Vice President- Surety

Jacquelyn.Norstrom@alliant.com

Phone: (312)595-6976

Background

The Public Entity Professionals of Alliant Insurance Services, Inc. (Alliant) would like to thank you for the opportunity to present the December 1st, 2019 to 2020 insurance proposal to the Kendall County Forest Preserve District (District). As one of the largest public entity insurance brokers in the state of Illinois, we utilize our significant leverage with the insurance marketplace to create the most comprehensive coverage programs at the most competitive pricing for our clients.

Alliant was specifically asked to review deductible and/or self-insured retention options. Currently, the District's program has a combined named insured status with the ICRMT. Meaning, the coverages, limits and deductibles are the same for both the County and District. The District maintains varying deductible levels (\$10,000 to \$50,000) for the property and liability coverage as is illustrated in tower illustration of the proposal. For workers' compensation, the District has a self-insured retention (SIR) of \$250,000. The SIR of \$250,000 is the "out of pocket" amount that the District pays on each loss/claim and expenses. If or when a claim's paid amount exceeds a \$250,000, the carrier pays the amount above the retention.

The District Director, Dave Gurtz, indicated that the existing workers' compensation SIR of \$250,000 represents the biggest area of concern with the potential of a large employee injury causing financial strain due to a higher retention level. Therefore, lower deductible options were obtained from IPARKS, IPRF and ICRMT.

Alliant solicited an alternative insurance program options from IPARKS and the Illinois Public Risk (IPRF) to the District's existing insurance program, Illinois Counties Risk Management Trust (ICRMT).

IPARKS

IPARKS is a local government risk-sharing pool comprised solely of parks and recreation entities throughout the state of Illinois. IPARKS has a membership of approximately 170 districts, preserves and agencies IPARKS is affiliated with the Illinois Association of Park Districts (IAPD), the program is managed by the Burnham & Flower of Illinois insurance brokerage, Kalamazoo, Michigan. IPARK provides property and casualty insurance coverage only (not workers' compensation).

IPRF

IPRF is Illinois' largest entity workers' compensation pool for public entities and has approximately 750 members. It is operated in Tinley Park, Illinois by the Boyle, Flagg & Seaman, Inc. insurance agency.

ICRMT

ICRMT is an intergovernmental risk pool for local governments operating in the state of Illinois. With over 300 member entities, ICRMT insures over 50% of the counties in Illinois and is the District's existing insurance provider. The program provides property, casualty and workers' compensation insurance, and is administered by the Illinois Program Managers Group (IPMG), located in St. Charles, Illinois.

District underwriting and exposure information, such as: property values, vehicle schedule, equipment schedule, estimated payroll and loss experience information were collected and disseminated to the carriers and used separately to determine the premium amounts.

ICRMT is the only carrier with the ability to quote all lines of coverage. Neither IPARKS nor IPRF provide all coverage lines (property, casualty and workers' compensation). Therefore, the IPARKS and IPRF program option provided combines the costs of both programs to obtain a total program cost. It is important to note that the IPRF option for workers' compensation can be considered on its own without the IPARKS property and casualty option.

Enclosed are the highlights of the insurance program options for the District. These include:

- Coverage tower illustrations
- Premium summary and comparison
- Carrier quotations

Thank you so much for the opportunity to present our marketing results. We at Alliant Insurance Services, Inc. are pleased with the marketing results and we are very excited to aid you in determining the program that is the right fit for the District.

**Kendall County Forest Preserve
Premium Summary and Coverage Comparison
12/1/2019 to 12/1/2020**

Coverage	Expiring Program ICRMT Dec 1, 2018 to Dec 1, 2019	Option I IPARKS/IPRF Dec 1, 2019 to Dec 1, 2020	Option II ICRMT Dec 1, 2019 to Dec 1, 2020	Material Considerations
	ICRMT Higher Deductible Program	IPARKS & IPRF Lower Deductible Program	ICRMT Lower Deductible Program	
Property				* IPARKS / IPRF program is \$5,628.75 less than the ICRMT proposal.
Premium	Included	\$10,192	Included	
Limits- (Includes Flood & Earthquake and Inland Marine, Equipment Breakdown)	Per scheduled	Per Scheduled	Per Scheduled	
Deductible	\$10,000	\$5,000	\$5,000 Bldgs & Cts & \$1,000 Inland Marine	
Crime				* IPARKS Coverage Form: Upon withdrawal from IPARKS, members are solely responsible for all existing or pending claims. All payments for claims and claims expenses become the sole responsibility of the withdrawing member without regard to whether a claim occurred or was reported prior to the withdrawal of the member's participation in the pool.
Premium	Included	Included	Included	
Limits	\$1,000,000	\$500,000	\$100,000	
Deductible	\$10,000	\$10,000	\$10,000	
General Liability				* Forest Preserve District will be responsible for claims reporting which are currently handled by the County on behalf of the Forest Preserve District.
Premium	Included	\$7,961	Included	
Limits	\$1,000,000	\$2,000,000	\$1,000,000	
Deductible	\$25,000	\$5,000	\$5,000	
Auto Liability				* Legal Counsel: Selection of legal counsel may be more limited for both IPARKS and IPRF for both workers' compensation and liability claims.
Premium	Included	\$569	Included	
Limits	\$1,000,000	\$2,000,000	\$1,000,000	
Deductible	\$25,000	\$5,000	\$5,000	
Automobile Physical				* Coverage Exclusion: IPARKS policy contains a coverage exclusion for "Damages and expenses arising out of WILLFUL MISCONDUCT". Judgements or verdicts involving wilful misconduct are not covered. This language may result in a coverage deficiencies if a verdict charges the District as "wilful and wanton".
Premium	Included	\$656	\$656	
Limits	Per Scheduled	Per scheduled	Per scheduled	
Deductible	\$10,000	\$5,000	\$5,000	
Public Officials Liability				* Membership in IPARKS and IPRF will require legal review of membership agreements for both risk pools.
Premium	Included	\$866	Included	
Limits	\$1,000,000	\$2,000,000	\$1,000,000	
Deductible	\$50,000	\$5,000	\$10,000	
Employment Practices				
Premium	Included	Included	Included	
Limits	\$1,000,000	\$2,000,000	\$1,000,000	
Deductible	\$50,000	\$5,000	\$10,000	
Excess Liability				
Premium	Included	6,857	Included	
Limits	10,000,000	\$8,000,000	\$9,000,000	
Deductible	Underlying	Underlying	Underlying	
Package Program Total	Included (County Transfer)	\$26,901	\$38,149.00	
IPARKS- IAPD Membership Requirement	N/A	\$3,603.25	N/A	
Workers' Compensation		\$19,243	\$16,227.00	
Premium	Included	(IPRF)		
Limits	Statutory & \$2,500,000 Employers' Liability	Statutory & \$2,500,000 Employers' Liability	Statutory & \$2,500,000 Employers' Liability	
Deductible	\$250,000	No Deductible (First Dollar)	No Deductible (First Dollar)	
Workers' Compensation Program Total	Included (County Transfer)	\$19,243	\$16,227.00	
TOTAL COST	\$42,000 (County Transfer)	\$49,747.25	\$55,376.00	

Kendall County and Kendall County Forest Preserve District 12/1/2018 – 12/1/2019

\$10M occ Excess Limit ICRMT \$1,000,000 Sublimit- Physical & Sexual Abuse (Retro Date 12/1/06) \$25,000 DED	\$10M occ Excess Limit ICRMT	\$10M occ Excess Limit ICRMT	\$10M occ Excess Limit ICRMT	Building Limit \$109,546,533 Flood + Earthquake \$10,000,000 \$50,000 DED BPP & EDP \$9,133,057 Mobile Equipment & IM \$3,663,970 Equipment Breakdown \$100,000,000 ICRMT	Statutory \$2,500,000 ICRMT
\$3M Agg \$1M Occ	\$3M Agg \$1M Occ	\$1M Occ	\$1M Agg \$1M Occ	140 Vehicles Total \$5,249,374 ICRMT	\$1,000,000 ICRMT
\$10,000 Deductible	\$25,000 Deductible	\$10,000 Deductible.	\$50,000 Deductible	\$10,000 Ded. \$10,000 Int Mar DED	\$250,000 SIR

General Liability & Employee Benefits Liability & EMT Liability
EBL Claims Made 12/01/2013

Law Enforcement Liability
Prior Acts 10/18/1978

Automobile Liability
Defense Inside Limit

Public Officials & Employment Practices
Claims Made 10/18/78

Property
Building & Contents
BE/EE & Utility DED: 24 Hrs

Auto Physical Damage Limit
Comprehensive + collision coverage

Employee Dishonesty And Money & Securities Funds Transfer Fraud

Workers Compensation
Employers Liability



All coverages and exclusions are not included on this page. Please refer to policy for all applicable terms and conditions. Additional limits and/or changes may be available after review and acceptance by insurer. Chart is not to scale.

Kendall County Forest Preserve District ICRMT Program Structure 12/1/2019 – 12/1/2020

\$9M Occurrence Excess Limit ICRMT Excess excludes Sexual Abuse	\$9M Occurrence Excess Limit ICRMT	\$9M Occurrence Excess Limit ICRMT	Building Limit \$11,937,264 Flood + Earthquake \$5M \$50K Ded (Flood Zones A & V Excluded) BPP & EDP \$439,000 Mobile Equipment & IM \$250,302 \$1K Ded. ICRMT	\$500,000 Deadly Weapon Response ICRMT No Deductible	Workers' Compensation Statutory Employer's Liability \$2,500,000 ICRMT No Deductible
\$1M Occ \$3M Agg Includes Sexual Abuse Claims-Made Retro Date: 12/1/2006	\$1M Occ \$3M Agg Med Pay \$5K- each Person \$25K- each Occurrence Auto Physical Damage \$251,858 \$1K Ded	\$1M Agg \$1M Occ	ICRMT \$5,000 Ded \$1,000 Inl Mar Ded	No Deductible	No Deductible

General Liability
 Prior Acts:
 Retroactive Date- 10/18/1978
 Reporting Period: 10/18/1978-12/1/1996*

Automobile Liability & Auto Physical Damage

Public Officials & Employment Practices
 Retro Date: 10/18/1978
 Employee Benefits Liability
 Retro Date: 12/1/2015
 Claims Made

Property - Building & Contents

Employee Dishonesty And Money & Securities Faithful Performance

Workers Compensation Employers Liability

All coverages and exclusions are not included on this page. Please refer to policy for all applicable terms and conditions. Additional limits and/or changes may be available after review and acceptance by insurer. Chart is not to scale.

*ICRMT covers claims from previous KCFP carrier (during the period of 10/18/78 to 12/1/1996). This is a coverage enhancement.



Kendall County Forest Preserve District IPARKS & IPRF Program Structure 12/1/2019 – 12/1/2020

All coverages and exclusions are not included on this page. Please refer to policy for all applicable terms and conditions. Additional limits and/or changes may be available after review and acceptance by insurer. Chart is not to scale.

<p>\$10M each Occurrence Excess Limit</p> <p>IPARKS</p> <p>Cyber Liability- \$10,000,000</p> <p>Employee Benefits Liability</p>	<p>\$10M each Occurrence Excess Limit</p> <p>IPARKS</p> <p># of Units: 11</p>	<p>\$10M each Occurrence Excess Limit</p> <p>IPARKS</p>	<p>Building Limit \$10,087,412</p> <p>Flood + Earthquake \$10,000,000 Deductible \$25,000</p> <p>Personal Property \$439,000</p> <p>Misc. Property \$255,452</p> <p>Equipment Breakdown \$10,526,412</p> <p>IPARKS</p> <p>\$5,000 Deductible</p>	<p>\$500,000 IPARKS</p> <p>\$10,000 Deductible</p>	<p>Statutory</p> <p>\$2,500,000 IPRF</p> <p>No Deductible (First-Dollar)</p>	<p>Workers Compensation Employers Liability</p>
<p>General Liability & Employee Benefits Liability</p>	<p>Automobile Liability</p>	<p>Public Officials Liability & Employment Practices Liability</p>	<p>Property - Building & Contents BE/EE & Utility DED: 24 Hrs</p>	<p>Auto Physical Damage Limit Comprehensive + collision coverage</p>	<p>11 Vehicles Total \$249,458 IPARKS</p> <p>\$5,000 Deductible</p>	<p>Employee Dishonesty And Money & Securities Funds Transfer Fraud</p>

(1) General Liability, Coverage includes Special Events, Volunteers, Athletic Participants, Sexual Abuse, Mischand, Liquor Law Liability, and Cyber Liability.
 (2) Automobile Liability, Coverage includes Rental Reimbursement up to \$25,000, Equipment Borrowed or Rented up to \$100,000 and Uninsured/Underinsured Motorists Coverage.
 (3) Property, Blanket Real & Personal Property, Flood Zone A and V Excluded.
 (4) Workers Compensation IPRF annual term 01/01/20-01/01/21



Request to Bind Coverage

Kendall County Forest Preserve District

We have reviewed the proposal and agree to the terms and conditions of the coverages presented. We are requesting coverage to be bound as outlined by coverage line below:

Coverage Line	Bind Coverage for:
ICRMT Program	<input type="checkbox"/>
IPARKS & IPRF Program	<input type="checkbox"/>

This Authorization to Bind Coverage also acknowledges receipt and review of all disclaimers and disclosures, including exposures used to develop insurance terms, contained within this proposal

Signature

Date

Title

Printed / Typed Name

This proposal does not constitute a binder of insurance. Binding is subject to final carrier approval. The actual terms and conditions of the policy will prevail.

Optional Coverages

The following represents a list of insurance coverages that may not be included in this proposal, but are optional and may be available with further underwriting information.

Target Coverages

CRIME (may include Employee Dishonesty, Computer Fraud, Social Engineering, etc.)

CYBER RISK

UMBRELLA (Increased Liability Limits)

FLOOD INSURANCE

MANAGEMENT LIABILITY
Directors & Officers Liability
Employment Practices Liability
Fiduciary Liability

Other Coverage Options

Note some of these coverages may be included with limitations or insured elsewhere. This is a partial listing as you may have additional risks not contemplated here which are unique to your organization.

Business Income/Extra Expense

Earthquake

Employed Lawyers

Employee Benefits Liability

Equipment Breakdown

Food Borne Illness

Foreign Insurance

Garagekeepers Liability

Hired Auto Physical Damage

Kidnap & Ransom

Law Enforcement Liability

Media and Publishers Liability

Network Security / Privacy Liability and Internet Media Liability

Non-Owned & Hired Automobile Liability

Pollution Liability

Owned/Non-Owned Aircraft

Owned Watercraft

Professional Liability

Property in Transit

Property of Others (Clients, Employees, Other)

Special Events Liability

Spillage

Student Accident

Volunteer Accidental Death & Dismemberment (AD&D)

Workers Compensation & Employers Liability

Workplace Violence

Glossary of Insurance Terms

Below are links to assist you in understanding the insurance terms you may find within your insurance policies:

<http://insurancecommunityuniversity.com/university-resources/insurance-glossary-free>

<http://www.ambest.com/resource/glossary.html>

<http://www.irmi.com/online/insurance-glossary/default.aspx>

Disclosures

This proposal of insurance is provided as a matter of convenience and information only. All information included in this proposal, including but not limited to personal and real property values, locations, operations, products, data, automobile schedules, financial data and loss experience, is based on facts and representations supplied to Alliant Insurance Services, Inc. by you. This proposal does not reflect any independent study or investigation by Alliant Insurance Services, Inc. or its agents and employees.

Please be advised that this proposal is also expressly conditioned on there being no material change in the risk between the date of this proposal and the inception date of the proposed policy (including the occurrence of any claim or notice of circumstances that may give rise to a claim under any policy which the policy being proposed is a renewal or replacement). In the event of such change of risk, the insurer may, at its sole discretion, modify, or withdraw this proposal, whether or not this offer has already been accepted.

This proposal is not confirmation of insurance and does not add to, extend, amend, change, or alter any coverage in any actual policy of insurance you may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your insurance coverage, please refer to the policy itself. Alliant Insurance Services, Inc. will not be liable for any claims arising from or related to information included in or omitted from this proposal of insurance.

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at www.alliant.com. For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at www.ambest.com. For additional information regarding insurer financial strength ratings visit Standard and Poor's website at www.standardandpoors.com.

Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that state.

New York Regulation 194

Alliant Insurance Services, Inc. is an insurance producer licensed by the State of New York. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

Privacy

At Alliant, one of our top priorities is making sure that the information we have about you is protected and secure. We value our relationship with you and work hard to preserve your privacy and ensure that your preferences are honored. At the same time, the very nature of our relationship may result in Alliant's collecting or sharing certain types of information about you in order to provide the products and services you expect from us. Please take the time to read our full Privacy Policy posted at www.alliant.com, and contact your Alliant service team should you have any questions.

Other Disclosures/Disclaimers

FATCA

The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service. Alliant does not provide tax advice so please contact your tax consultant for your obligation regarding FATCA.

NRRA

(Applicable if the insurance company is non-admitted)

The Non-Admitted and Reinsurance Reform Act (NRRA) went into effect on July 21, 2011. Accordingly, surplus lines tax rates and regulations are subject to change which could result in an increase or decrease of the total surplus lines taxes and/or fees owed on this placement. If a change is required, we will promptly notify you. Any additional taxes and/or fees must be promptly remitted to Alliant Insurance Services, Inc.

Guaranty Funds

Established by law in every state, Guaranty Funds are maintained by the state's insurance commissioner to protect policyholders in the event that an insurer becomes insolvent or is unable to meet its financial obligations. If your insurance carrier is identified as 'Non-Admitted', your policy is not protected by your state's Guaranty Fund.

Other Disclosures/Disclaimers (continued)

Claims Reporting

Your policy will come with specific claim reporting requirements. Please make sure you understand these obligations. Contact your Alliant Service Team with any questions.

Claims Made Policy

(Applicable to any coverage that is identified as claims made)

This claims-made policy contains a requirement stating that this policy applies only to any claim first made against the Insured and reported to the insurer during the policy period or applicable extended reporting period. Claims must be submitted to the insurer during the policy period, or applicable extended reporting period, as required pursuant to the Claims/Loss Notification Clause within the policy in order for coverage to apply. Late reporting or failure to report pursuant to the policy's requirements could result in a disclaimer of coverage by the insurer.

Any Employment Practices Liability (EPL) or Directors & Officers (D&O) with EPL coverage must give notice to the insurer of any charges / complaints brought by any state / federal agency (i.e. EEOC and similar proceedings) involving an employee. To preserve your rights under the policy, it is important that timely notice be given to the insurer, whether or not a right to sue letter has been issued.

Changes and Developments

It is important that we be advised of any changes in your operations, which may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

- Changes in any operations such as expansion to another state, new products, or new applications of existing products.
- Travel to any state not previously disclosed.
- Permanent operations outside the United States, Canada or Puerto Rico.
- Mergers and/or acquisition of new companies and any change in business ownership, including percentages.
- Any newly assumed contractual liability, granting of indemnities or hold harmless agreements.
- Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed or occupied
- Circumstances which may require an increased liability insurance limit.
- Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to the system.
- Immediate notification of any changes to a scheduled of equipment, property, vehicles, electronic data processing, etc.
- Property of yours that is in transit, unless previously discussed and/or currently insured.

Other Disclosures/Disclaimers (continued)

Certificates / Evidence of Insurance

A Certificate or Evidence is issued as a matter of information only and confers no rights upon the certificate holder. The certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by a policy, nor does it constitute a contract between the issuing insurer(s), authorized representative, producer or recipient.

You may have signed contracts, leases or other agreements requiring you to provide this evidence. In those agreements, you may assume obligations and/or liability for others (Indemnification, Hold Harmless) and some of the obligations that are not covered by insurance. We recommend that you and your legal counsel review these documents.

In addition to providing a Certificate or Evident of Insurance, you may be required to name your landlord, client or customer on your policy as a loss payee on property insurance or as an additional Insured on liability insurance. This is only possible with permission of the insurance company, added by endorsement and, in some cases, an additional premium.

By naming the certificate holder as additional insured, there are consequences to your risks and insurance policy including:

- Your policy limits are now shared with other entities; their claims involvement may reduce or exhaust your aggregate limit.
- Your policy may provide higher limits than required by contract; your full limits can be exposed to the additional insured.
- There may be conflicts in defense when your insurer has to defend both you and the additional insured.
- An additional insured endorsement will most likely not provide notification of cancellation. Some insurance companies use a "blanket" additional insured endorsement that provides coverage automatically when it is required in a written contract. Most insurance companies do not want to be notified of all additional insureds when there is a blanket endorsement on the policy. If a notice of cancellation is required for the additional insured party, you must notify us immediately and we will request an endorsement from your insurance company. There may be an additional premium for adding a notice of cancellation endorsement for an additional insured.

See Request to Bind Coverage page for acknowledgment of all disclaimers and disclosures.

To: Kendall County Board of Commissioners

From: David Guritz, Director

RE: IDNR FY19 Habitat Grant Agreement

Date: November 5, 2019

The District has been awarded a \$30,000 IDNR Habitat Grant for the Fox River Bluffs Forest Preserve Cropland Conversion Project.

Funds will be used for invasive species clearing along the woodland-cropland edge of the preserve (\$15,000), and purchase of trees from the IDNR State Nursery (\$15,000).

The District's required \$30,000 match will be satisfied with the purchase of approximately 30-acres of low-grow diverse prairie seed mix, and drill-seeded cover crops for the prairie and woodland restoration areas.

Recommendation:

Consider a motion to approve grant agreement #20-18H between the District and State of Illinois – IDNR for \$30,000.

**Illinois Grant Accountability and Transparency
Notice of State Award**

10/22/19

Page 1 of 4

STATE OF ILLINOIS GRANT INFORMATION

State Award Identification	Name of State Agency (Grantor): Department Of Natural Resources Department/Organziation Unit:
State Award ID Number (SAIN)	1090-17558
State Program Description	Preservation and maintenance of high quality habitat lands.
Announcement Type	Initial
Agency (Grantor) Contact Information	Name: Susan Duke Phone: 217-785-4416 Email: susan.duke@illinois.gov

GRANTEE INFORMATION

Grantee / Subrecipient Information	Name: Kendall County Forest Preserve District Address: 110 W. Madison Street, Yorkville, IL 60560 Phone: Email:
Grantee Identification	GATA: 678220 DUNS: 079859610 FEIN: 366006598
Period of Performance	Start Date: 11/1/2019 End Date: 11/1/2021

FUNDING INFORMATION

FUND	CSFA	CFDA	AMOUNT
Habitat Fund	422-20-1090		\$30,000.00
TOTAL			\$30,000.00

(M) Currently used by State of Illinois for "Match" or "Maintenance of Effort" (MOE) requirements on Federal Funding. Funding is subject to Federal Requirements and may not be used by Grantee for other match requirements on other awards.

TERMS AND CONDITIONS

Grantee Indirect Cost Rate Information	Rate: none Base: Period:
Research & Development	No
Cost Sharing or Matching Requirements	No
Uniform Term(s)	CODE of FEDERAL REGULATIONS Title 2: Grants and Agreements PART 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) Grant Accountability and Transparency Act (GATA), 30 ILCS 708/1 Illinois Administrative Code
Grantor-Specific Term(s)	Not Applicable
Program-Specific Term(s)	Not Applicable

SPECIFIC CONDITIONS ASSIGNED TO GRANTEE - FISCAL AND ADMINISTRATIVE

The nature of the additional requirements

GATA Conditions:

None

Agency Adjustments / Explanation:

Not Applicable

The reason why the additional requirements are being imposed

GATA Conditions:

None

Agency Adjustments / Explanation:

Not Applicable

The nature of the action needed to remove the additional requirement, if applicable

GATA Conditions:

None

Agency Adjustments / Explanation:

Not Applicable

The time allowed for completing the actions, if applicable

GATA Conditions:

None

Agency Adjustments / Explanation:

Not Applicable

The method for requesting reconsideration of the additional requirements imposed

GATA Conditions:

None

Agency Explanation:

Not Applicable

SPECIFIC CONDITIONS ASSIGNED TO GRANTEE - MERIT-BASED REVIEW

The nature of the additional requirements

Agency Adjustments / Explanation:

Not Applicable

The reason why the additional requirements are being imposed

Agency Adjustments / Explanation:

Not Applicable

The nature of the action needed to remove the additional requirement, if applicable

Agency Adjustments / Explanation:

Not Applicable

The time allowed for completing the actions, if applicable

Agency Adjustments / Explanation:

Not Applicable

The method for requesting reconsideration of the additional requirements imposed

Agency Explanation:

Not Applicable

SPECIFIC CONDITIONS ASSIGNED TO GRANTEE - PROGRAMMATIC

The nature of the additional requirements

Agency Adjustments / Explanation:

Not Applicable

The reason why the additional requirements are being imposed

Agency Adjustments / Explanation:

Not Applicable

The nature of the action needed to remove the additional requirement, if applicable

Agency Adjustments / Explanation:

Not Applicable

The time allowed for completing the actions, if applicable

Agency Adjustments / Explanation:

Not Applicable

The method for requesting reconsideration of the additional requirements imposed

Agency Explanation:

Not Applicable

SIGNATURE PAGE

Circle one: Accept NOSA / Reject NOSA

Institution / Organization

Signature

Name of Official

Title (Chief Financial Officer or equivalent)

Date of Execution

Kendall County Forest Preserve restore old cropland Agreement No. 20-018H

GRANT AGREEMENT



BETWEEN
THE STATE OF ILLINOIS, Department of Natural Resources
AND
Kendall County Forest Preserve

The **Department of Natural Resources** (Grantor), with its principal office at One Natural Resources Way, Springfield Illinois 62702-1271, and **Kendall County Forest Preserve** (Grantee), with its principal office at **110 West Madison Street, Yorkville, IL 60560-1465** and payment address (if different than principal office) **110 West Madison Street, Yorkville, IL 60560-1465** hereby enter into this Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE – THE UNIFORM TERMS
RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE I
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. **DUNS Number: SAM Registration: Nature of Entity.** Under penalties of perjury, Grantee certifies that **079859610** is Grantee's correct DUNS number, that **36-6006598** is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Pharmacy-Non Corporate |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corp. |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Tax Exempt |
| <input type="checkbox"/> Corporation (includes Not For Profit) | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Medical Corporation | <input type="checkbox"/> P = partnership |
| <input checked="" type="checkbox"/> Governmental Unit | <input type="checkbox"/> C = corporation |
| <input type="checkbox"/> Estate or Trust | |

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.

1.2. **Amount of Agreement.** Grant Funds (check one) shall not exceed or are estimated to be \$ **30,000** , of which \$ **0** are federal funds. Grantee agrees to accept Grantor's

Kendall County Forest Preserve restore old cropland Agreement No. 20-018H

payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3. **Identification Numbers.** If applicable, the Federal Award Identification Number (FAIN) is _____ n/a _____, the Federal awarding agency is _____ n/a _____, and the Federal Award date is _____ n/a _____. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is _____ n/a _____ and Number is _____ n/a _____. The Catalog of State Financial Assistance (CSFA) Number is 422-20-1090. The State Award Identification Number is _____ grant project number **20-018H**.

1.4. **Term.** **This Agreement shall be effective on the date it is executed by the DNR Director and shall expire two years after the executed date, unless terminated pursuant to this Agreement.**

1.5. **Certification.** 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 shall 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 shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

1.6. **Signatures.** In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Illinois Department of Natural Resources

By: _____

Signature of Director

By: _____

Signature of Designee

Date: _____

Printed Name: Colleen Callahan

Printed Title: Director IDNR

Designee

By: _____

Signature of First Other Approver, If Applicable

Date: _____

Printed Name: _____

Printed Title: _____

Other Approver

By: _____

Signature of Second Other Approver, If Applicable

Date: _____

Printed Name: _____

Printed Title: _____

Second Other Approver

Kendall County Forest Preserve

By: _____

Signature of Authorized Representative

Date: _____

Printed Name: _____

Printed Title: _____

E-mail: _____

Kendall County Forest Preserve restore old cropland Agreement No. 20-018H

ARTICLE II REQUIRED REPRESENTATIONS

2.1. **Standing and Authority.** Grantee warrants that:

(a) Grantee is duly organized, validly existing and in good standing, if applicable, under the laws of the State in which it was incorporated or organized.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) If Grantee is organized under the laws of another jurisdiction, Grantee warrants that it is also duly qualified to do business in Illinois and, if applicable, is in good standing with the Illinois Secretary of State.

(d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2. **Compliance with Internal Revenue Code.** Grantee certifies that it does and will comply with all provisions of the Federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3. **Compliance with Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4. **Compliance with Uniform Grant Rules (2 CFR Part 200).** Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.30(b)(1)(A).

2.5. **Compliance with Registration Requirements.** Grantee and its sub-grantees shall: (i) be registered with the Federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS number; and (iv) have successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

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ARTICLE III DEFINITIONS

3.1. **Definitions.** Capitalized words and phrases used in this Agreement have the following meanings:

“2 CFR Part 200” means the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published in Title 2, Part 200 of the Code of Federal Regulations.

“Agreement” or “Grant Agreement” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Allocable Costs” means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Award” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Budget” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“CFDA” or “Catalog of Federal Domestic Assistance” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Close-out Report” means a report from the Grantee allowing the 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 Part 7000.

“Consolidated Year-End Financial Report” means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

“Cost Allocation Plan” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“CSFA” or “Catalog of State Financial Assistance” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Disallowed Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“DUNS Number” means a unique nine digit identification number provided by Dun & Bradstreet for each physical location of Grantee’s organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the State of Illinois.

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"FAIN" means the Federal Award Identification Number.

"FFATA" or **"Federal Funding Accountability and Transparency Act"** has the same meaning as in 31 USC 6101; P.L. 110-252.

"Financial Assistance" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code Part 7000. **"Fixed-Rate"** is in contrast to fee-for-service, 44 Ill. Admin. Code Part 7000.

"GAAP" or **"Generally Accepted Accounting Principles"** has the same meaning as in 44 Ill. Admin. Code Part 7000.

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

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"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 Part 7000.

"Net Revenue" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. **"Net Revenue"** is synonymous with **"Profit."**

"Nonprofit Organization" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Notice of Award" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"OMB" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. **"Profit"** is synonymous with **"Net Revenue."**

"Program" means the services to be provided pursuant to this Agreement.

"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.

"Program Income" has the same meaning as in 44 Ill. Admin. Code Part 7000.

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

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“SAM” means the federal System for Award Management (SAM); which is the Federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

“State” means the State of Illinois.

“Term” has the meaning set forth in Paragraph 1.4.

“Unallowable Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

ARTICLE IV PAYMENT

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 the 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 shall 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 Section will be effective upon the date of the written notice unless otherwise indicated.

4.2. **Return of Grant Funds.** Any Grant Funds remaining that are not expended or legally obligated by Grantee at the end of the Agreement period, or in the case of capital improvement awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. See 2 CFR 200.343(d); 2 CFR 200.305(b)(9); 30 ILCS 705/5.

4.3. **Cash Management Improvement Act of 1990.** Unless notified otherwise in **PART TWO** or **PART THREE**, Federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable Federal laws or regulations. See 2 CFR 200.305; 44 Ill. Admin. Code Part 7000.

4.4. **Payments to Third Parties.** Grantee agrees to hold harmless Grantor 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 if 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.

4.5. **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 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 the 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. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

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4.6. Interest.

(a) All Interest earned on Grant Funds held by a Grantee shall be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Any amount due shall be remitted annually in accordance with 2 CFR 200.305(b)(9) or to the Grantor, as applicable.

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

(c) A Grantee who is required to reimburse Grant Funds pursuant to an action brought under the Illinois Grant Funds Recovery Act, and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; See also 30 ILCS 705/10.

4.7. Timely Billing Required. Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART TWO**, **PART THREE** or **Exhibit C**. Failure to submit such payment request timely will render the amounts billed an unallowable cost 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.

4.8. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee must contain the following certification by an official authorized to legally bind the Grantee:

By signing this report [or payment request], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State award. 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).

ARTICLE V

SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1. Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of Award is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

5.2. Scope Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that

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require Grantor approval shall 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. See 2 CFR 200.308.

5.3. **Specific Conditions.** If applicable, specific conditions required after a risk assessment will be included in **Exhibit G.** Grantee shall adhere to the specific conditions listed therein.

ARTICLE VI BUDGET

6.1. **Budget.** The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-Federal as well as the Federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein as an attachment.

6.2. **Budget Revisions.** Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Budget revisions that require Grantor approval shall 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.

6.3. **Discretionary Line Item Transfers.** Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4. **Non-discretionary Line Item Transfers.** Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5. **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.

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 shall be determined in accordance with 2 CFR 200 Subpart E and Appendices III, IV, and V.

7.2. **Indirect Cost Rate Submission.**

(a) All Grantees must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs.

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(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal 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 the Grantee's fiscal year end, as dictated in the applicable appendices, such as:

- (i) Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for State and local governments,
- (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 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 shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the Federal government and a copy of the cost policy statement used to negotiate that rate. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

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

7.4. Higher Education Cost Principles. The Federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. Nonprofit Organizations Cost Principles. The Federal cost principles that apply to Nonprofit Organizations that are not institutions of higher education are set forth in 2 CFR Part 200 Subpart E, unless exempt under 2 CFR 200 Appendix VIII.

7.6. Government Cost Principles. The Federal cost principles that apply to State, local and Federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.7. 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.

7.8. 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

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must be under accounting control, possibly through the use of a memorandum ledger. See 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 should 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 entity's organization (Paragraphs 7.4 through 7.7).

(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 G** of the requirement to submit Personnel activity reports. See 2 CFR 200.430(i)(8). Personnel activity reports shall 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 grant, 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 should 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 Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Effective control and accountability must be maintained 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.** Records of expenditures must be maintained 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 shall 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.

7.9. **Federal Requirements.** All Awards, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 III. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.8.

7.10. **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).

7.11. **Management of Program Income.** Grantee is encouraged to earn income to defray program

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costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII REQUIRED CERTIFICATIONS

8.1. **Certifications.** Grantee, its officers, and directors shall be responsible for compliance with the enumerated certifications 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 (30 ILCS 500/50-5).

(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 1961 (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, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 *et seq.*).

(e) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.*) or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(f) **Dues and 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 them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(g) **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), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(h) **Drug-Free Work Place.** 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 shall 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 it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(i) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and

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provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(j) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order 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.*).

(k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, 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 (*See 30 ILCS 708/25(6)(G)*).

(l) **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.

(m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(n) **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 shall maintain, for a minimum of six (6) years, all protected health information.

(o) **Criminal Convictions.** Grantee certifies that neither it nor any officer, director, partner or other managerial agent 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. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

(p) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

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(s) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(t) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

ARTICLE IX CRIMINAL DISCLOSURE

9.1. **Mandatory Criminal Disclosures.** Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Financial Assistance, funded by either State or Federal funds, 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.

ARTICLE X UNLAWFUL DISCRIMINATION

10.1. **Compliance with Nondiscrimination Laws.** Grantee, its employees and subcontractors under subcontract made pursuant to this Agreement, shall 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, the following laws and regulations and all subsequent amendments thereto:

(a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;

(b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);

(c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (See also guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);

(d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);

(e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and

(f) The Age Discrimination Act (42 USC 6101 *et seq.*).

ARTICLE XI LOBBYING

11.1. **Improper Influence.** Grantee certifies that no Grant Funds have been paid or will be paid by or on

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behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly 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. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2. **Federal Form LLL.** If any 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.

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

11.4. **Procurement Lobbying.** Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with 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.

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

11.6. **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 shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1. **Records Retention.** Grantee shall 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 200.333, unless a different retention period is specified in 2 CFR 200.333. 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.

12.2. **Accessibility of Records.** Grantee, in compliance with 2 CFR 200.336, shall 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,

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the Grantor's Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by Federal statute. Grantee shall cooperate fully in any such audit or inquiry.

12.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4. 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 shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in PART TWO or PART THREE.

ARTICLE XIII FINANCIAL REPORTING REQUIREMENTS

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three month period covered by the report. Additional information regarding required financial reports may be set forth in Exhibit G. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 207(b)(3) and 200.327.

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343.

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

13.3. Consolidated Year-End Financial Reports.

(a) This Paragraph 13.3 applies to all Grantees, unless exempted by PART TWO or PART THREE.

(b) Grantees shall submit Consolidated Year-End Financial Reports, according to the required audit (see ARTICLE XV), namely:

(i) For Grantees required to conduct a single audit (or program-specific audit),

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within the earlier of (a) 9 months after the Grantee's fiscal year ending on or after June 30, or (b) 30 calendar days following completion of the audit; or

(ii) For Grantees required to conduct a Financial Statement Audit or for Grantees not required to perform an audit, within 180 days after the Grantee's fiscal year ending on or after June 30.

These deadlines may be extended at the discretion of the Grantor, but only for rare and unusual circumstances such as a natural disaster.

(c) The Consolidated Year-End Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Consolidated Year-End Financial Report must cover the same period as the Grantee's tax return.

(d) Consolidated Year-End Financial Reports must include an in relation to opinion from the report issuer on the financial statements included in the Consolidated Year-End Financial Report.

(e) Consolidated Year-End Financial Reports shall follow a format prescribed by Grantor.

13.4. **Effect of Failure to Comply.** Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall 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 of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply.

ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

14.1. **Required Periodic Performance Reports.** Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in **Exhibit E** must be reported quarterly, unless otherwise specified in **PART TWO** or **PART THREE**. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.207, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit based review of the application. In such cases, Grantor shall notify Grantee of same in **Exhibit G**. Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2. **Close-out Performance Reports.** Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, within 60 calendar days following the end of the period of performance. See 2 CFR 200.343.

14.3. **Content of Performance Reports.** Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a

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computation of the cost if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. 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.

14.4. **Performance Standards.** Grantee shall perform in accordance with the Performance Standards set forth in **Exhibit F**. See 2 CFR 200.301 and 200.210.

ARTICLE XV AUDIT REQUIREMENTS

15.1. **Audits.** Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c).

15.2. **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 \$750,000 or more 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 and reporting package (including data collection form and management letters) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit). The audit (and package) must be submitted to Grantor within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(c) **Financial Statement Audit.** If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends \$300,000 or more in Federal and State Awards, singularly or in any combination, 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 G** based on the Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$300,000 in Federal and State Awards, but the total revenue it receives is in excess of \$300,000, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) Grantee must submit its financial statement audit report(s) and any management letters issued by the auditor within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 180 days after the end of the Grantee's audit period.

15.3. **"For-Profit" Entities.**

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

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(b) **Program-Specific Audit.** If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards) and State Awards, singularly or in any combination, Grantee is required to have a program-specific audit conducted in accordance with 2 CFR 200.507. The audit and reporting package (including data collection form and management letters) must be submitted to Grantor within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(c) **Financial Statement Audit.** If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards and State Awards combined, Grantee must follow all of the audit requirements in Paragraphs 15.2(c)(i)-(iii), above.

15.4. **Performance of Audits.** For those organizations required to submit an independent audit report, the audit is to be conducted by 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 audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

15.5. **Report Timing.** Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for late reporting.

ARTICLE XVI TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. 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 200.339(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(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 Grant;

(iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach

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within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2. **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 determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3. **Non-compliance.** If Grantee fails to comply with 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 200.207. 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 200.338. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System.

16.4. **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 of Illinois Grantee Compliance Enforcement System. 2 CFR 200.341.

16.5. Effects of Suspension and Termination.

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

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall 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:

(i) Grantor expressly authorizes them in the notice of suspension or termination;
and

(ii) 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. 2 CFR 200.342.

16.6. **Close-out of Terminated Agreements.** If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

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ARTICLE XVII SUBCONTRACTS/SUB-GRANTS

17.1. **Sub-recipients/Delegation.** Grantee may not subcontract nor sub-grant 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 sub-grantee has been Identified In the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

17.2. **Application of Terms.** Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by Federal and State laws and regulations, and the provisions of this Agreement.

ARTICLE XVIII NOTICE OF CHANGE

18.1. **Notice of Change.** Grantee shall notify the Grantor if there is a change in Grantee's legal status, Federal employer Identification number (FEIN), DUNS number, SAM registration status, Related Parties, senior management or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall 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).

18.2. **Failure to Provide Notification.** Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3. **Notice of Impact.** Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4. **Circumstances Affecting Performance; Notice.** In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5. **Effect of Failure to Provide Notice.** Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

ARTICLE XIX STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

19.1. **Effect of Reorganization.** Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees 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 agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure or management makeup (for example, a merger or a corporate restructuring), and will provide any and all reasonable documentation necessary for Grantor to review

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the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its board membership. Nevertheless, PART TWO or PART THREE may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

ARTICLE XX AGREEMENTS WITH OTHER STATE AGENCIES

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

ARTICLE XXI CONFLICT OF INTEREST

21.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 44 Ill. Admin. Code 7000.40(b)(3).

21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person: (1) currently holding an elective office in this State including, but not limited to, a seat in the General Assembly, or (2) employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20 (30 ILCS 500/50-13).

21.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

ARTICLE XXII EQUIPMENT OR PROPERTY

22.1. Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole or in part with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439(a). Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2. Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

22.3. 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 which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and

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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 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal and State statutes and executive orders.

ARTICLE XXIII PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

23.1. Publications, Announcements, etc. 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 Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to 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]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2. Prior Notification/Release of Information. Grantee agrees to 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 to cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XXIV INSURANCE

24.1. Purchase and Maintenance of Insurance. Grantee shall 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.

24.2. 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 shall be surrendered to Grantor.

ARTICLE XXV LAWSUITS AND INDEMNIFICATION

25.1. Independent Contractor. Grantee is an independent contractor under this Agreement and neither Grantee nor any employee or agent of Grantee is an employee of Grantor and do not acquire any employment rights with Grantor or the State of Illinois by virtue of this Agreement. Grantee will 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 will be required to 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

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such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2. **Indemnification.** To the extent permitted by law, Grantee agrees to 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 will be governed by the State Employee Indemnification Act (5 ILCS 350/1 *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.

ARTICLE XXVI MISCELLANEOUS

26.1. **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 Executive Order 15-09.

26.2. **Access to Internet.** Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3. **Exhibits and Attachments.** Exhibits A through G, **PART TWO, PART THREE**, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

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

26.5. **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.

26.6. **Severability.** If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7. **No Waiver.** No failure of Grantor to assert any right or remedy hereunder will act as a waiver of right to assert such right or remedy at a later time or constitute a course of business upon which Grantee may rely for the purpose of denial of such a right or remedy to Grantor.

26.8. **Applicable Law: Claims.** This Agreement and all subsequent amendments thereto, if any, shall be 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.

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26.9. **Compliance with Law.** This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable Federal and State laws, including, without limitation, Federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10. **Compliance with Confidentiality Laws.** If applicable, Grantee shall comply with applicable State and Federal statutes, Federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11. **Compliance with Freedom of Information Act.** Upon request, Grantee shall 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)).

26.12. **Precedence.** In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

26.13. **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 shall control. 30 ILCS 708/80.

26.14. **Headings.** Article 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.

26.15. **Entire Agreement.** Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.16. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be 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 shall be deemed original for all purposes.

26.17. **Attorney Fees and Costs.** 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, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

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EXHIBIT A

Title: Kendall County Forest Preserve District – Fox River Bluffs Cropland Conversion Project: 100-acre Reforestry and Prairie Restoration Project

IDNR Grant Program: FY2020 Illinois Habitat Fund

Applicant: Kendall County Forest Preserve District

Grant Request: \$30,000.00 (IDNR)

Grant Match: \$30,000.00 (KCFPD)

Project Total: \$60,000.00

Timeframe: January 1, 2020 – December 31, 2020

Location: Grand Prairie Region; Kendall County; Fox River Oak Ecosystem Corridor; Silver Springs State Park Macrosite; Yorkville, Illinois

Summary:

Acquisition History

Kendall County Forest Preserve District acquired the 166-acre Fox River Bluffs Forest Preserve in 2015 for \$2.24M with support from a \$750,000 SLAD-LWCF grant, and a \$600,000 Illinois Clean Energy Community Foundation grant.

The District also anticipates receiving an IDNR-Recreational Trails Program grant award totaling \$177,100 for an initial \$221,474 public access project in late summer 2019, which will include construction of an accessible parking area and trail loop.

100-acres of the preserve's 166-acres is currently in second-year soybean production with cropland conversion and public access construction work beginning in spring 2020. The Kendall County Highway Department has completed construction of a temporary gravel entry drive at a cost of over \$100,000, which will be replaced by the fully-paved Eldamain Road extension and Fox River bridge crossing within an estimated 5-year timeframe.

Acquisition and pending cropland conversion is a featured project of the Kane-Kendall Oak Ecosystem Recovery Group. The project aims to establish an important protected habitat corridor extending west from Hoover Forest Preserve towards Silver Springs State Park along the south shoreline of the Fox River, adding to an important protected core habitat area referred to as the Silver Springs Macrosite, part of the larger Fox River oak-ecosystem corridor.

Scope of Project

This project will result in the completion of the cropland conversion of 100-acres for Fox River Bluffs Forest Preserve. The District has been receiving technical and partnership support from Tom Garrigue, IDNR State Forester to develop the plan for reforestation of 60-acres through the purchase and installation of 30,000 seedlings from the IDNR State Nursery (See Attached

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Exhibits – Mason Tree Nursery Draft Order). The remaining 40-acres will be seeded with a diverse-prairie mix (See Attached Exhibits – Project #08-19-002 – Exhibit A Pollinator Seed Mix). The entire 100-acres will receive a cover crop based on IDNR recommendations planted in spring 2020. The District completed a tile survey, and examined the soil types within the preserve and restoration area footprint to develop the plan for restoration (See Attached Exhibits – Huddleston McBride Tile Map and Fox River Bluffs KC-GIS Soil Map).

30,000 seedlings will be purchased from the IDNR state nursery following project award. The IDNR has offered to loan tree planting equipment to the District, with District grounds and natural areas staff and volunteers working to plant the recommended trees and shrubs by May 15, 2020. The District will contract out for drill-seeded installation of the cover crop prior to installing the tree and shrub seedlings.

The District is in the process of securing bids for the purchase of the diverse-prairie seed mix for three projects. A similar mix was used in the successful 45-acre restoration at nearby Henneberry Forest Preserve, with observed habitat benefits to both game and non-game species, including noted increases in diversity of pollinators and grassland birds frequenting the restored area.

The cropland conversion project also includes contracted clearing and treatment of invasive-exotic species along the cropland-forest edge. The preserve's interior woodlands and bluff system bordering the Fox River has not been significantly impacted by the presence of woody-invasive species. District grounds maintenance and natural area management staff members will support 10-days of clearing by working alongside a 4-person contracted restoration crew to clear honeysuckle and buckthorn from the woodland's edges.

This project will build on similar efforts underway at Hoover Forest Preserve funded by three grants awarded from the Illinois Clean Energy Community Foundation to the Forest Foundation of Kendall County and Kendall County Forest Preserve District. As part of this project, the District has reached out to the local communities of Kendall County to recruit adult, civic group, and high school and middle school-aged volunteers to assist with restoration activities.

Deliverables and Biological Importance

Project deliverables will include the following:

1. Establishment of a 36-acre prairie area to support game and non-game species.
2. Establishment of native trees and shrubs within 58-acres to support game and non-game species, and to re-establish an oak-hickory dominated woodland buffer for the bluff system.
3. Public outreach, education and service contributions from the Forest Foundation of Kendall County and Kendall County individuals and agencies, providing hands-on experiences within a large-scale habitat conservation project within the regionally important Fox River oak-ecosystem corridor.

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Prairie seed will be purchased and hand-broadcast in January or February following notification of receipt of award. Cost for the seed mix is estimated at \$1,000 per acre based on recent bid results.

Tree and shrub seedling stock estimates are provided based on the 2019 IDNR Mason State Tree Nursery, and based on availability. A draft order based on availability is included as part of the submitted exhibits package. Additional tree and shrub species will be planted in the restoration area over time outside the scope of this initial conversion project.

Contracting clearing is estimated at \$1,500 per day for a 4-person crew (3-chainsaw operators and 1-herbicide applicator) based on recent quotes for similar project work at nearby Hoover Forest Preserve. The contracted clearing crew will be supported by District natural area management staff and volunteers.

Quality of Habitat Provided

Kendall County Forest Preserve District will be working to diversify species present within the restoration area over the next several years. The initial species introduced as part of this initial cropland conversion project are included within the exhibits, and include 8-tree species; 3-shrub species; 6-native grass species, and 37-forb species.

Match and Partners

The District will match the IDNR grant request of \$30,000 on a 1:1 cost sharing basis for this cropland conversion project.

Plan for Public Access

The District's plan for public access is provided within the exhibit packet. The District is anticipating award of an IDNR-Recreational Trails Project grant in late-summer, which will be integrated and completed as part of the initial cropland conversion effort.

Maps and Exhibits

1. IDNR – 2018 RTP Application Map
2. IDNR – 2018 RTP application Development Plan
3. Fox River Bluffs Acreage by Soil Type
4. Fox River Bluffs Tile Survey Report
5. Fox River Bluffs Seed Mix Specifications
6. IDNR – Mason State Tree Nursery – Draft Tree and Shrub Seedling Order Form
7. Kendall County Forest Preserve District W-9 Form

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Recreational Trails Program
EAS-CREP

GIS Exhibit and Narrative
Kendall County Forest Preserve District
Fox River Bluffs – Horse and Hike



Fox River Bluffs Forest Preserve
Closest distance to Silver Springs State Park: 4,592 feet
Closest Distance to Hoover Forest Preserve: 704 feet

Preserve acreage: 185.881 total acres, (including the 6.087-acre Van Cleve's Island located within the Fox River).

FRB preserve uplands are located within the St. Charles Glacial Moraine

Preserve habitat areas agricultural areas (approximately 100 acres scheduled for cropland conversion; dry-mesic oak uplands; bluffs and ravines, and Fox River riparian wetland areas.

There are no structures located within preserve lands.



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Kendall County Forest Preserve District - Fox River Bluff - Home and Hike



Aggregate Trail

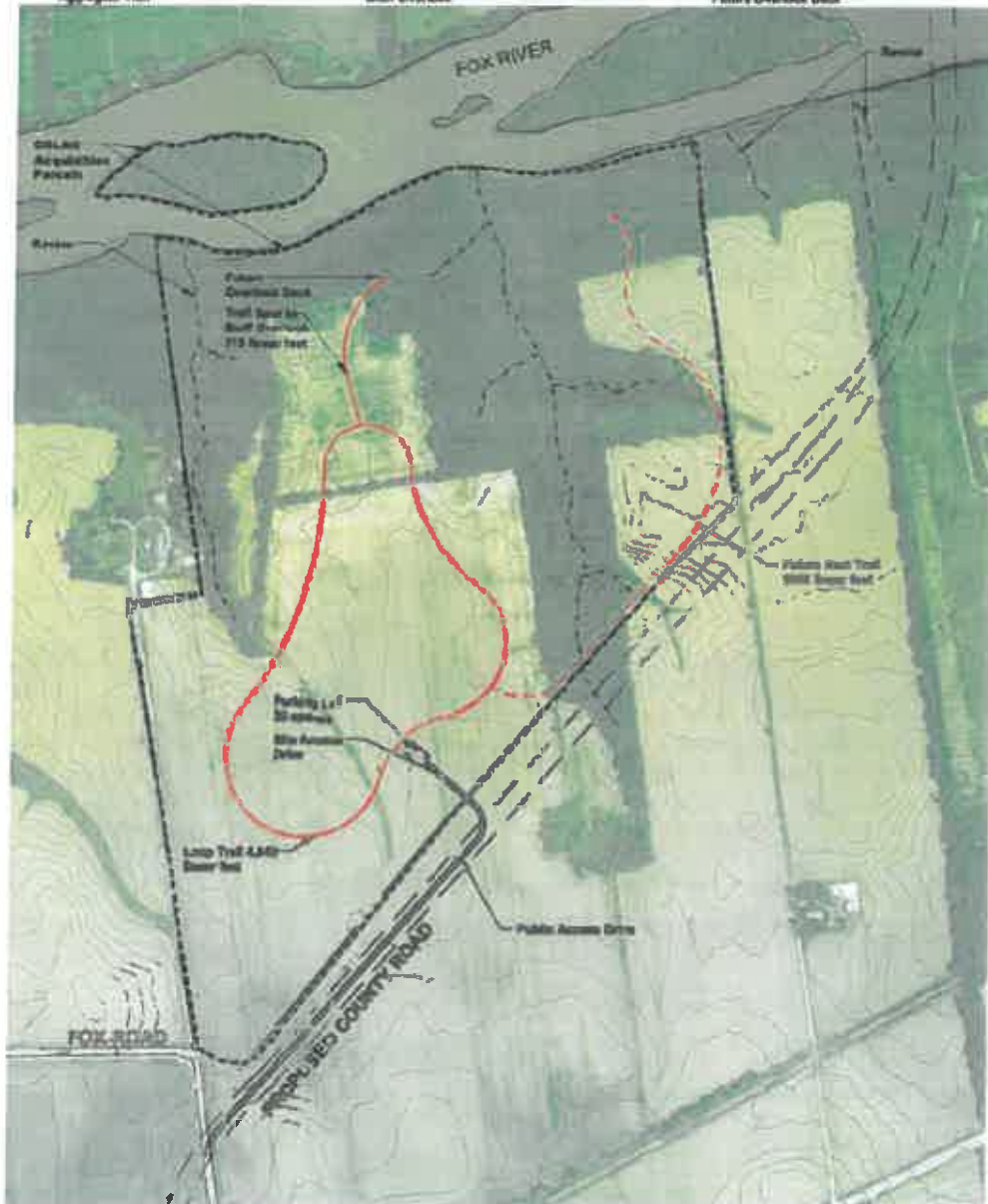


Bluff Overlook

Attachment 2b: Develop



Future Overlook Deck



**Kendall County Forest
Preserve District
Fox River Bluff**



Kendall County Forest Preserve restore old cropland Agreement No. 20-018H

Fox River Bluffs

Prepared Date: 02/18/2018

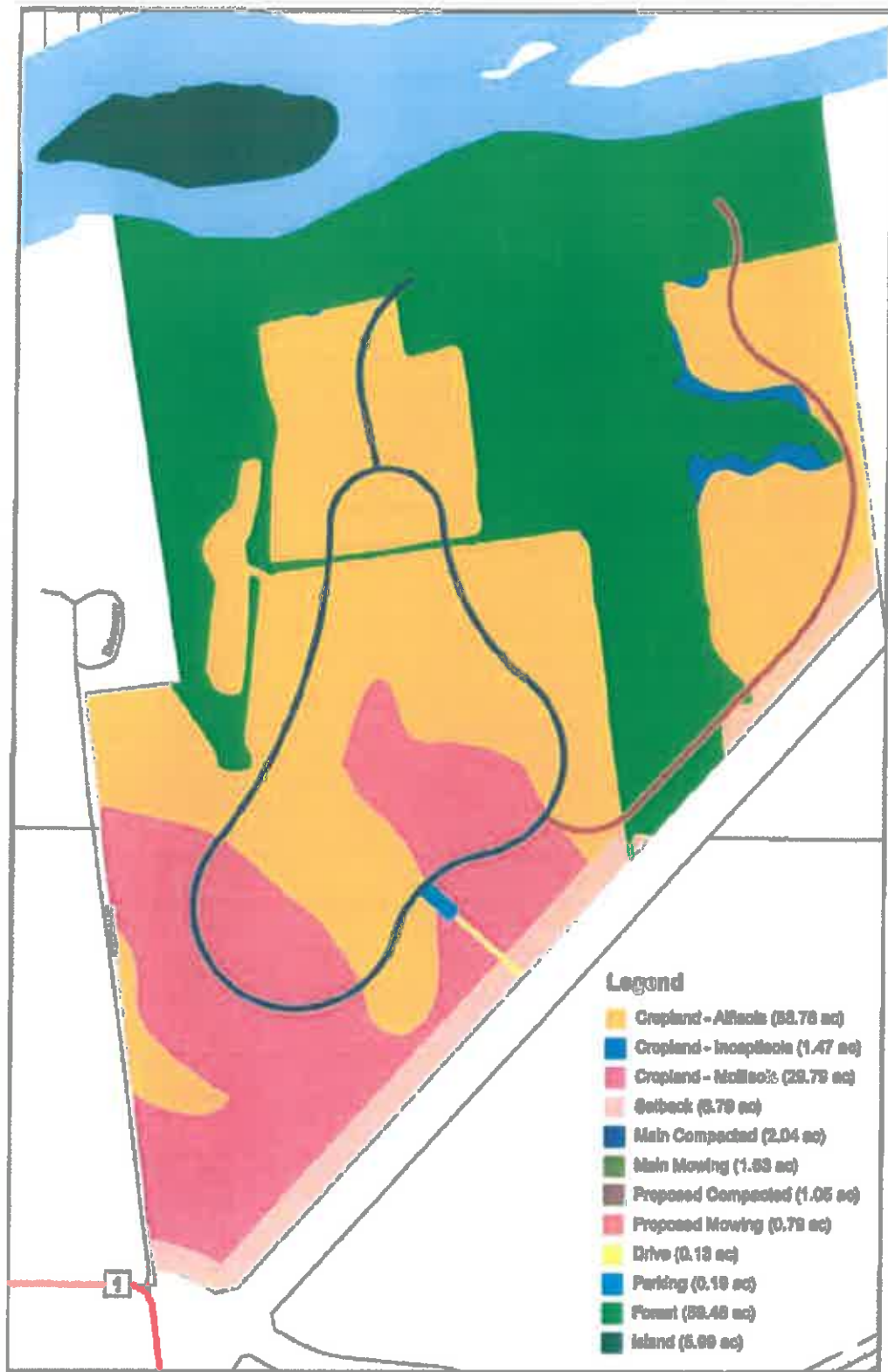
Kendall County Forest Preserve

Project #524

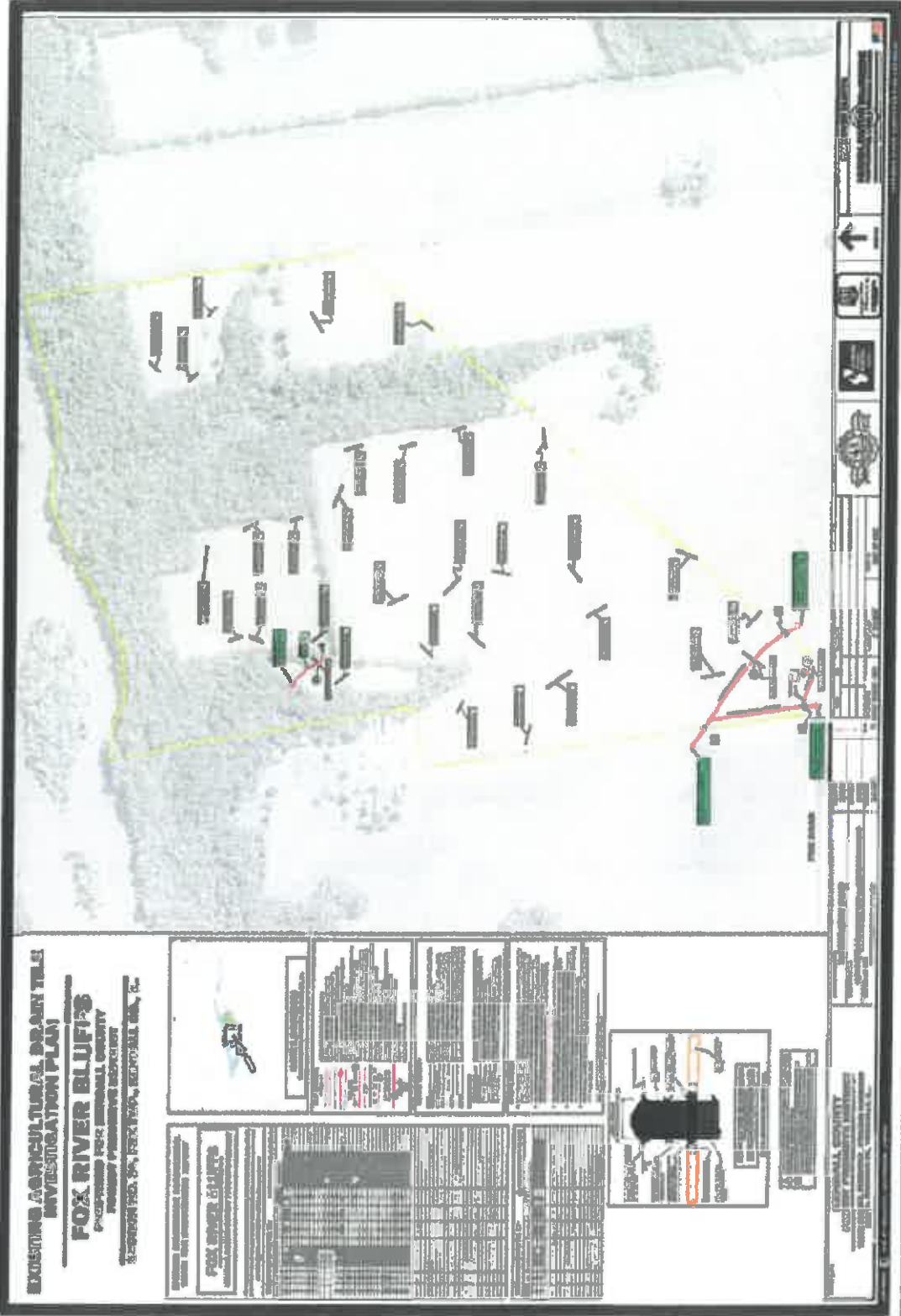
Preserve Development Cost Opinion

PROJECT COMPONENTS	QUANTITY	UNIT	COST	EXTENSION
2019 PHASE II - Parking Lot - 25 Spaces				
Site Preparation and Grading	1	LS	\$ 1,377.41	\$ 1,377.41
Vehicular Asphalt Paving at ADA space	45	SY	\$ 64.40	\$ 2,898.00
Vehicular Asphalt Striping	1	LS	\$ 287.50	\$ 287.50
ADA Parking Sign	1	EA	\$ 575.00	\$ 575.00
Wheelstop	25	EA	\$ 97.75	\$ 2,541.50
Soil Erosion and Control Measures	1	LS	\$ 2,875.00	\$ 2,875.00
Turf Grass w/ Blanket	1.00	LS	\$ 2,070.00	\$ 2,070.00
			Sub-Total	\$ 12,624.61
			A/E Design and Permit Fees	\$ 1,514.93
			Total	\$ 14,139.54
Loop Trail and Trail Spur to Bluff Overlook				
Site Preparation and Grading	1	LS	\$ 64,441.00	\$ 64,441.00
Undercut and PGE	100	CY	\$ 63.25	\$ 6,325.00
Limestone Screening - 8' wide Trail at 6" Depth - 4842 LF	4304	SY	\$ 18.40	\$ 79,193.60
Limestone Screening - 8' wide Trail at 6" Depth - 715 LF	635	SY	\$ 18.40	\$ 11,684.00
Soil Erosion and Control Measures	4800	LF	\$ 2.59	\$ 12,425.52
Turf Grass w/ Blanket - 6' both side of trail	1.55	Acre	\$ 7,130.00	\$ 11,051.50
			Sub-Total	\$ 185,120.62
			A/E Design and Permit Fees	\$ 22,216.87
			Total	\$ 207,337.49
			TOTAL OF ALL ITEMS	\$ 221,477.03

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ORDER NO.	ORDER DATE	
ISSUED BY	ISSUED TO	CITY



SEEDLING ORDER FORM-2019

Illinois Department of Natural Resources, Division of Forest Resources
 Mason State Tree Nursery
 17855 N. County Road 2400E
 Toppo, Illinois 61567 Phone: 309-535-2185

Name: David Gurtz, Director Phone: 630-553-4131
 Address: Kendall County Forest Preserve District 110 W. Madison St.
 City: Yorkville State: IL Zip: 60560
 County where trees will be planted: Kendall County, Illinois

2019 Conservation Planting Stock

Seedling Code	Species	min. dbh	max. dbh	Price/100	#/100's wanted	Total Price
104	Black Walnut	8"	10"	\$28.00	18	\$504
106	Red Pine	8"	14"	\$35.00		
108	Long Oak	8"	14"	\$35.00	70	\$2450
110	Red Oak	8"	15"	\$35.00	70	\$2450
120	Hardwood	8"	15"	\$35.00	20	\$700
127	American Elm	8"	20"	\$35.00	10	\$350
128	Smooth Barked	8"	22"	\$35.00		
130	Blackberry	8"	20"	\$35.00	3	\$105
138	Stock Chokeberry	8"	18"	\$10.00		
161	Bald Cypress	10"	18"	\$35.00		
176	Gray Dogwood	10"	18"	\$35.00		
177	Red Oak Dogwood	10"	18"	\$35.00		
178	Silky Dogwood	10"	18"	\$35.00		
201	Pecan	8"	12"	\$25.00		
211	White Pine	8"	12"	\$35.00		
214	Black Oak	8"	12"	\$35.00	30	\$1050
218	Pin Oak	8"	20"	\$35.00	15	\$525
220	Panicle Oak	8"	20"	\$35.00		
223	Tulip Poplar	8"	15"	\$35.00	25	\$875
224	Silver Birch	8"	20"	\$35.00		
226	Sycamore	8"	18"	\$35.00		
228	Sweep White Oak	8"	18"	\$35.00	20	\$700
229	Stamford Oak	8"	20"	\$35.00		
230	Nuttall Oak	8"	18"	\$35.00		
232	Overcup Oak	8"	18"	\$35.00		
237	Sweep Chestnut Oak	8"	18"	\$35.00		
	White Oak (if available)				25	\$875
				Total		
					45 @ \$25.00/100*	
						\$13,405 + \$1,250 = \$14,655

*We will only ship up to 300 seedlings (\$225.00)

Special quantities: See list of 25 individuals of the same species for \$25.00 - 50% of 25 seedlings or more of the same species for \$22.50.
 50 or less of 25 species - \$22.50.

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EXHIBIT B

DELIVERABLES OR MILESTONES

Pursuant to 17 ILL. ADM. CODE CH. I, SEC. 3060

In order for the costs to be eligible for funding, the project must not be initiated and costs shall not be incurred prior to the time the Department approves the grant agreement. This grant shall not be used to reimburse an applicant for any costs incurred prior to the execution of the grant agreement.

Acknowledgment of Funding Source - The grantee shall give proper credit to the appropriate Special Wildlife Fund and coordinate with the Department on any publication, written document, internet or news media article, television and radio release, interview or personal presentation, if initiated by the grantee, which refers to the project. Please document these and present them at reporting time.

Grant Reporting - The grant report submitted (for timeframe) must include project information including:

- Grant agreement number
- Grantee name, address and telephone number
- Time-frame of the report
- Name and telephone number or e-mail address of grantee representative completing the report
- Project objective progress as described in the application and grant agreement
- Summary of the project accomplishments for time period involving habitat preserved, protected, acquired, managed or improved (if applicable) through the grant, including:
 - List of wildlife and/or native plant resources (by species) that benefitted from the project and how they benefitted
 - Acres planted in cool season grasses, warm season grasses, forbs, legumes, shrubs, trees or other appropriate description, including whether the acres were new or replanted acres
 - Acres sprayed or controlled through the use of herbicides
 - Acres upon which controlled burns were undertaken
 - Acres affected through woody vegetation and/or tree removal
 - Acres planted, disked, mowed, sprayed, or burned, or trees/shrubs planted or removed with equipment purchased through the grant
- Number of cooperators involved in the project
- 5 to 10 digital images depicting the study species, project site, project activities or other aspects of the project
- Education Projects - summary of the project accomplishments for the education of the general public (if applicable) through the grant, including:
 - List of wildlife and/or native plant resources (by species) that benefitted from the project and how they benefitted
 - Specific audience affected
 - Measurable outcomes achieved
 - List of products resulting from the project
- Research Projects - summary of the project research accomplishments (if applicable) resulting from the grant, including:

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- List of wildlife and/or native plant resources (by species) that benefitted from the research undertaken in the project and how they benefitted
- How such research can be implemented to benefit the targeted wildlife and/or native plant resources

Grant Reimbursement - Invoices submitted for reimbursement

Itemization of Expenditures - total project expenditures itemized to include the following:

- Name and address of vendor
- Item description identifying details (if applicable) such as:
 - Make, model, serial number of any equipment or commodities purchased
 - Brand name, seed species/mix
 - Quantity purchased
 - Date item purchased
- Number of personnel and the date/hours/location worked
- Project expenditures paid by funds other than Special Wildlife Grant Funds (documentation of paid expenditures by the matching funds and source)
- Documentation to support summarized report including a complete list of landowner names and full address (note if absentee owner or if landowner declines to participate in program anyway), acreage location and acres affected by the project. Multiple conservation practices on the same acreage does not multiply the acreage.

Failure to provide the Final Grant Report or Annual Progress Report as required may render the grantee ineligible to receive payments under the current award or make them ineligible for future awards. Deadlines for reports may be extended for just cause when requests are submitted in writing at least 2 weeks prior to the deadline.

Financial Management

- The grantee shall keep adequate records relating to its administration of a project, particularly relating to all incurred costs. All assets acquired through Special Wildlife Funds shall be accounted for. These records shall be available for audit by appropriate personnel of the Department and the State Auditor General. All records shall be retained in accordance with State laws.
- Any funds (including any interest earned) not expended or legally obligated at the completion of the project or at the end of the agreement, whichever is earlier, shall be returned to the Department within 45 days to be deposited in the applicable Special Wildlife Fund. If the purchase is initiated and documented by a written purchase order or invoice prior to the end of the term of the agreement and payment is made within 60 days, the expense is allowable.
- Interest earned on funds received as an advance payment shall become part of the project principal and may only be used for eligible activities.
- Any expenditure that does not comply with the grant agreement shall be disallowed and shall be returned to the Department for deposit into the applicable Special Wildlife Fund.
- Whenever a grantee violates this Part, it shall be ineligible for further assistance for a period of 2 years.

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EXHIBIT D

CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

GRANTOR CONTACT

Name: Chris Young
Title: Chairman Illinois Habitat Advisory Committee
Address: One Natural Resources Way
Springfield, Illinois 62702-1271
Phone: 217-557-0475
TTY#: _____
Fax#: 217-785-2438
E-mail Address: Chris.Young@Illinois.gov

GRANTEE CONTACT

Name: _____
Title: _____
Address: _____

Phone: _____
TTY #: _____
Fax #: _____
E-mail Address: _____
Additional Information: _____

GRANTOR CONTACT

Name: Susan J. Duke
Title: Grant Administrator
Address: One Natural Resources Way
Springfield, Illinois 62702-1271
Phone: 217-785-4416
TTY#: _____
Fax#: 217-785-2438
E-mail Address: Susan.Duke@Illinois.gov

GRANTEE CONTACT

Name: _____
Title: _____
Address: _____

Phone: _____
TTY #: _____
Fax #: _____
E-mail Address: _____
Additional Information: _____

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EXHIBIT E

PERFORMANCE MEASURES

- List of wildlife and/or native plant resources (by species) that benefitted from the project and how they benefitted
- Acres planted in cool season grasses, warm season grasses, forbs, legumes, shrubs, trees or other appropriate description, including whether the acres were new or replanted acres
- Acres sprayed or controlled through the use of herbicides
- Acres upon which controlled burns were undertaken
- Acres affected through woody vegetation and/or tree removal
- Acres planted, disked, mowed, sprayed, or burned, or trees/shrubs planted or removed with equipment purchased through the grant
- Number of cooperators involved in the project
- Brand name, seed species/mix used for any plantings
- Quantity purchased of plants or seeds (by species)
- Number of personnel and date/hours/location worked
- Project expenditures paid by funds other than Special Wildlife Grant Funds (documentation of paid expenditures by the matching funds and source)
- Documentation to support summarized report including a complete list of landowner contact names and full address (note if absentee owner, or if landowner contacted declines to participate anyway), acreage location and acres affected by the project. Multiple conservation practices on the same acreage does not multiply the acreage.

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EXHIBIT F

PERFORMANCE STANDARDS

Utilizing best habitat management practices, procedures and methods.

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EXHIBIT G

SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition Included in this **Exhibit G** by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

None.

PART TWO – THE GRANTOR-SPECIFIC TERMS

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

[Here is where the Grantor lists its specific requirements. Numbering should continue from **PART ONE**, so the first Article of PART TWO should be Article 27 and the first paragraph should be 27.1.]

[See Paragraphs 4.3, 4.6, 4.7, 5.1, 7.8, 12.4, 13.3(a), 14.1, 14.3, 15.2 19.1 and 24.1 for information that may be required in this **PART TWO**.]

None.

PART THREE – THE PROJECT-SPECIFIC TERMS

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

[Here is where the 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 4.3, 4.6, 4.7, 5.1, 7.8, 12.4, 14.1, 14.3, 15.2, 19.1 and 24.1 for information that may be required in this **PART THREE**.]

None.

To: Kendall County Board of Commissioners

From: David Guritz, Director

RE: Granicus Payment of \$5,000

Date: November 5, 2019

Technology Services is working to launch the new Granicus website, which will include a new integrated website for the District. The District will unpublish <http://kendallforest.com> and <http://ellishec.com> once the new website is ready.

The District's FY29 Capital Fund budget included \$5,000 for the new site development in partnership with Kendall County under the approved Master Services Agreement.

The new website will reduce the District's operational costs including \$60 monthly charges from Shaw Media, and \$1,200 in annual expenses from Network Solutions.

Recommendation:

Consider a motion to approve the payment of \$5,000 to Granicus for the District's portion of the new website currently under development.

Master Subscription Agreement

This Master Subscription Agreement ("Agreement") is entered into and effective December 10, 2018 ("Effective Date") by and between [Customer] ("Customer") and Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus ("Granicus"). Customer and Granicus may each be referred to herein as "Party" or collectively as "Parties".

By accessing the Granicus Products and Services, Customer accepts this Agreement. Due to the rapidly changing nature of digital communications, this Agreement may be updated from time to time at Granicus' sole discretion. Notification to Customer will be via email or posting to the Granicus website.

1. **Definitions.** In addition to terms defined elsewhere in this Agreement, the following terms shall have the meaning specified:

"Agreement Term" means the total time covered by the Initial Term and all Extension Terms for each Order or SOW under this Agreement, further specified in Section 7.1.

"Extension Term" any term that increases the length of the Initial Term of this Agreement or an Order Term of an Order or SOW.

"Granicus Products and Services" means the products and services made available to Customer pursuant to this Agreement, which may include Granicus products and services accessible for use by Customer on a subscription basis ("Software-as-a-Service" or "SaaS"), Granicus professional services, content from any professional services or other required equipment components or other required hardware, as specified in each Order or SOW.

"Initial Term" shall have the meaning specified in Exhibit A or Order or SOW between Granicus and Customer for the first duration of performance that Customer has access to Granicus Products and Services.

"Order" means a written order, proposal, or purchase document in which Granicus agrees to provide and Customer agrees to purchase specific Granicus Products and Services.

"Order Term" shall mean the then-current duration of performance identified on each Order or SOW, for which Granicus has committed to provide, and Customer has committed to pay for, Granicus Products and Services.

"Statement of Work" or "SOW" means a written order, proposal, or purchase document that is signed by both Parties and describes the Granicus Products and Services to be provided and/or performed by Granicus. Each Order or SOW shall describe the Parties' performance obligations and any assumptions or contingencies associated with the implementations of the Granicus Products and Services, as specified in each Order or SOW placed hereunder.

"Support" means the ongoing support and maintenance services performed by Granicus related to the Granicus Products and Services as specified in each Order or SOW placed between the Parties.

2. **Ordering and Scope**

- 2.1. **Ordering Granicus Products and Services.** The Parties may execute one or more Order or SOW related to the sale and purchase of Granicus Products and Services. Each Order or SOW will generally include an itemized list of the Granicus Products and Services as well as the Order Term for such Granicus Products and Services. Each Order or SOW must, generally, be signed by the Parties; although, when a validly-issued purchase order by Customer accompanies the Order or SOW, then the Order or SOW need not be executed by the Parties. Each Order or SOW shall be governed by this Agreement regardless of any pre-printed legal terms on each Order or SOW, and by this reference is incorporated herein.

- 2.2. Support.** Basic support related to standard Granicus Products and Services is included within the fees paid during the Order Term. Granicus may update its Support obligations under this Agreement, so long as the functionality purchased by Customer is not materially diminished.
- 2.3. Future Functionality.** Customer acknowledges that any purchase hereunder is not contingent on the delivery of any future functionality or features.
- 2.4. Cooperative Purchasing.** To the extent permitted by law and approved by Customer, the terms of this Agreement and set forth in one or more Order or SOW may be extended for use by other municipalities, school districts and governmental agencies upon execution of an addendum or other duly signed writing setting forth all of the terms and conditions for such use. The applicable fees for additional municipalities, school districts or governmental agencies will be provided by Granicus to Customer and the applicable additional party upon written request.

3. Use of Granicus Products and Services and Proprietary Rights

- 3.1. Granicus Products and Services.** The Granicus Products and Services are purchased by Customer as subscriptions during an Order Term specified in each Order or SOW. Additional Granicus Products and Services may be added during an Order Term as described in Section 2.1.
- 3.2. Permitted Use.** Subject to the terms and conditions of this Agreement, Granicus hereby grants during each Order Term, and Customer hereby accepts, solely for its internal use, a worldwide, revocable, non-exclusive, non-transferable right to use the Granicus Products and Services to the extent allowed in the relevant Order or SOW (collectively the "Permitted Use"). The Permitted Use shall also include the right, subject to the conditions and restrictions set forth herein, to use the Granicus Products and Services up to the levels limited in the applicable Order or SOW.
- 3.2.1. Data Sources.** Data uploaded into Granicus Products and Services must be brought in from Customer sources (interactions with end users and opt-in contact lists). Customer cannot upload purchased contact information into Granicus Products and Services without Granicus' written permission and professional services support for list cleansing.
- 3.2.2. Passwords.** Passwords are not transferable to any third party. Customer is responsible for keeping all passwords secure and all use of the Granicus Products and Services accessed through Customer's passwords.
- 3.2.3. Content.** Customer can only use Granicus Products and Services to share content that is created by and owned by Customer and/or content for related organizations provided that it is in support of other organizations but not as a primary communication vehicle for other organizations that do not have a Granicus subscription. Any content deemed inappropriate for a public audience or in support of programs or topics that are unrelated to Customer, can be removed or limited by Granicus.
- 3.2.3.1. Disclaimers.** Any text, data, graphics, or any other material displayed or published on Customer's website must be free from violation of or infringement of copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others. Granicus is not responsible for content migrated by Client or any third party.
- 3.2.4. Advertising.** Granicus Products and Services shall not be used to promote products or services available for sale through Customer or any third party unless approved in writing, in advance, by Granicus. Granicus reserves the right to request and review the details of any agreement between Customer and a third party that compensates Customer for the right to have information included in Content distributed or made available through Granicus Products and Services prior to approving the presence of Advertising within Granicus Products and Services.

3.3. Restrictions. Customer shall not:

- 3.3.1. Misuse any Granicus resources or cause any disruption, including but not limited to, the display of pornography or linking to pornographic material, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted;**
 - 3.3.2. Use any process, program, or tool for gaining unauthorized access to the systems, networks, or accounts of other parties, including but not limited to, other Granicus customers;**
 - 3.3.3. Customer must not use the Granicus Products and Services in a manner in which system or network resources are unreasonably denied to other Granicus clients;**
 - 3.3.4. Customer must not use the Services as a door or signpost to another server.**
 - 3.3.5. Access or use any portion of Granicus Products and Services, except as expressly allowed by this Agreement or each Order or SOW placed hereunder;**
 - 3.3.6. Disassemble, decompile, or otherwise reverse engineer all or any portion of the Granicus Products and Services;**
 - 3.3.7. Use the Granicus Products and Services for any unlawful purposes;**
 - 3.3.8. Export or allow access to the Granicus Products and Services in violation of U.S. laws or regulations;**
 - 3.3.9. Except as expressly permitted in this Agreement, subcontract, disclose, rent, or lease the Granicus Products and Services, or any portion thereof, for third party use; or**
 - 3.3.10. Modify, adapt, or use the Granicus Products and Services to develop any software application intended for resale which uses the Granicus Products and Services in whole or in part.**
- 3.4. Customer Feedback. Customer assigns to Granicus any suggestion, enhancement, request, recommendation, correction or other feedback provided by Customer relating to the use of the Granicus Products and Services. Granicus may use such submissions as it deems appropriate in its sole discretion.**
- 3.5. Reservation of Rights. Subject to the limited rights expressly granted hereunder, Granicus and/or its licensors reserve all right, title and interest in the Granicus Products and Services, the documentation and resulting product including all related intellectual property rights. Further, no implied licenses are granted to Customer. The Granicus name, the Granicus logo, and the product names associated with the services are trademarks of Granicus or its suppliers, and no right or license is granted to use them.**

4. Payment

- 4.1. Fees. Customer agrees to pay all fees, costs and other amounts as specified in each Order or SOW. Annual fees are due upfront according to the billing frequency specified in each Order or SOW. Granicus reserves the right to suspend any Granicus Products and Services should there be a lapse in payment. A lapse in the term of each Order or SOW will require the payment of a setup fee to reinstate the subscription. All fees are exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is Customer's responsibility to provide applicable exemption certificate(s).**
- 4.2. Disputed Invoiced Amounts. Customer shall provide Granicus with detailed written notice of any amount(s) Customer reasonably disputes within thirty (30) days of the date of invoice for said amount(s) at issue. Granicus will not exercise its rights under 4.1 above if Customer has, in good faith, disputed an invoice and is diligently trying to resolve the dispute. Customer's failure to provide Granicus with notice of any disputed invoiced amount(s) shall be deemed to be Customer's acceptance of the content of such invoice.**

4.3. Price Increases. Any price increases not negotiated in advance shall be provided by Granicus to Customer at least thirty (30) days prior to the end of the Order Term. Upon each yearly anniversary during the term of this Agreement (including the Initial Term, all Extended Terms, and all Order Terms), the Granicus Product and Services fees shall increase from the previous term's fees by up to ten (10) percent per year.

5. Representations, Warranties and Disclaimers

5.1. Representations. Each Party represents that it has validly entered into this Agreement and has the legal power to do so.

5.2. Warranties. Granicus warrants that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the Granicus Products and Services; however, the Granicus Products and Services are provided "AS IS" and as available.

5.3. Disclaimers. EXCEPT AS PROVIDED IN SECTIONS 5.2 ABOVE, EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER WHETHER ORAL AND WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. GRANICUS DOES NOT WARRANT THAT GRANICUS PRODUCTS AND SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

6. Confidential Information

6.1. Confidential Information. It is expected that one Party (Disclosing Party) may disclose to the other Party (Receiving Party) certain information which may be considered confidential and/or trade secret information ("Confidential Information"). Confidential information shall include: (i) Granicus' Products and Services; (ii) non-public information if it is clearly and conspicuously marked as "confidential" or with a similar designation at the time of disclosure; (iii) non-public information of the Disclosing Party if it is identified as confidential and/or proprietary before, during, or promptly after presentation or communication and (iv) any information that should be reasonably understood to be confidential or proprietary to the Receiving Party, given the nature of the information and the context in which disclosed.

Each Receiving Party agrees to receive and hold any Confidential Information in strict confidence. Without limiting the scope of the foregoing, each Receiving Party also agrees: (a) to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (b) not to reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; (c) not to use any Confidential Information for any purpose other than as stated above; (d) to restrict access to Confidential Information to those of its advisors, officers, directors, employees, agents, consultants, contractors and lobbyists who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (e) to exercise at least the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it protects its own confidential information.

If a Receiving Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the Disclosing Party as promptly as practicable so that the Disclosing Party may seek an appropriate protective order or waiver for that instance.

6.2. Exceptions. Confidential Information shall not include information which: (i) is or becomes public knowledge through no fault of the Receiving Party; (ii) was in the Receiving Party's possession before receipt from the Disclosing Party; (iii) is rightfully received by the Receiving Party from a third party without any duty of confidentiality; (iv) is disclosed by the Disclosing Party without any duty of confidentiality on the third party; (v) is independently developed by the Receiving Party without use or reference to the Disclosing Party's Confidential Information; or (vi) is disclosed with the prior written approval of the Disclosing Party.

6.3. Storage and Sending. In the event that Granicus Products and Services will be used to store and/or send Confidential Information, Granicus must be notified in writing, in advance of the storage or sending. Should Customer provide such notice, Customer must ensure that Confidential Information or sensitive information is stored behind a secure interface and that Granicus Products and Services be used only to notify people of updates to the information that can be accessed after authentication against a secure interface managed by Customer. Customer is ultimately accountable for the security and privacy of data held by Granicus on its behalf.

6.4. Return of Confidential Information. Each Receiving Party shall return or destroy the Confidential Information immediately, upon written request by the Disclosing Party, termination, or expiration of this Agreement; provided, however, that each Receiving Party may retain one copy of the Confidential Information in order to comply with applicable laws and the terms of this Agreement.

7. Term and Termination

7.1. Agreement Term. The Agreement Term shall begin on the date of the initial Order or SOW and continue through the latest date of the Order Term of each Order or SOW under this Agreement, unless otherwise terminated as provided in this Section 7. Each Order or SOW will specify an Order Term for the Granicus Products and Services provided under the respective Order or SOW. Customer's right to access or use the Granicus Products and Services will cease at the end of the Order Term identified within each Order or SOW, unless either extended or earlier terminated as provided in this Section 7. Unless a Party has given written notice to the other Party at least ninety (90) days prior to the end of the then-current Order Term, the Granicus Products and Services will automatically renew at the end of each term for an Extension Term of one (1) year.

7.2. Effect of Termination. If the Parties agree to terminate this Agreement and an Order or SOW is still in effect at the time of termination, then the terms and conditions contained in this Agreement shall continue to govern the outstanding Order or SOW until termination or expiration thereof. If the Agreement is terminated for breach, then unless otherwise agreed to in writing, all outstanding Orders or SOWs shall immediately terminate as of the Agreement termination date. Unless otherwise stated in this Agreement, in no event shall Customer be entitled to a refund of any prepaid fees upon termination.

7.3. Termination for Cause. The non-breaching Party may terminate this Agreement upon written notice if the other Party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching Party provides written notice of the breach. A Party may also terminate this Agreement immediately upon notice if the other Party: (a) is liquidated, dissolved, or adjudged to be in a state of bankruptcy or receivership; (b) is insolvent, unable to pay its debts as they become due, makes an assignment for the benefit of creditors or takes advantage of any law for the benefit of debtors; or (c) ceases to conduct business for any reason on an ongoing basis leaving no successor in interest. Granicus may, without liability, immediately suspend or terminate any or all Order or SOW issued hereunder if any Fees owed under this Agreement are past due pursuant to Section 4.1.

7.4. Rights and Obligations After Termination. In the event of expiration or termination of this Agreement, Customer shall immediately pay to Granicus all Fees due to Granicus through the date of expiration or termination.

7.5. Survival. All rights granted hereunder shall terminate the latter of the termination or expiration date of this Agreement, or each Order or SOW. The provisions of this Agreement with respect to warranties, liability, choice of law and jurisdiction, and confidentiality shall survive termination of this Agreement and continue in full force and effect.

8. Limitation of Liability

8.1. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. UNDER NO CIRCUMSTANCES SHALL GRANICUS BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, GRANICUS SHALL NOT BE LIABLE FOR: (A) ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF CUSTOMER DATA; (B) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (C) LOSS OF BUSINESS; (D) DAMAGES ARISING OUT OF ACCESS TO OR INABILITY TO ACCESS THE SERVICES, SOFTWARE, CONTENT, OR RELATED TECHNICAL SUPPORT; OR (E) FOR ANY MATTER BEYOND GRANICUS' REASONABLE CONTROL, EVEN IF GRANICUS HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING LOSSES OR DAMAGES.

8.2. LIMITATION OF LIABILITY. EXCEPT FOR CUSTOMER'S BREACH OF SECTION 9.3, IN NO INSTANCE SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES UNDER THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR OTHERWISE) EXCEED THE FEES PAID BY CUSTOMER FOR THE GRANICUS PRODUCTS AND SERVICES DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM FOR DIRECT DAMAGES. GRANICUS SHALL NOT BE RESPONSIBLE FOR ANY LOST PROFITS OR OTHER DAMAGES, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, HOWEVER CAUSED. NEITHER PARTY MAY INSTITUTE AN ACTION IN ANY FORM ARISING OUT OF NOR IN CONNECTION WITH THIS AGREEMENT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN. THE ABOVE LIMITATIONS WILL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER SECTION 4 ABOVE.

9. Indemnification

9.1. Indemnification by Granicus. Granicus will defend Customer from and against all losses, liabilities, damages and expenses arising from any claim or suit by a third party unaffiliated with either Party to this Agreement ("Claims") and shall pay all losses, damages, liabilities, settlements, judgments, awards, interest, civil penalties, and reasonable expenses (collectively, "Losses," and including reasonable attorneys' fees and court costs), to the extent arising out of any Claims by any third party that Granicus Products and Services infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW. In the event of such a Claim, if Granicus determines that an affected Order or SOW is likely, or if the solution is determined in a final, non-appealable judgment by a court of competent jurisdiction, to infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW, Granicus will, in its discretion: (a) replace the affected Granicus Products and Services; (b) modify the affected Granicus Products and Services to render it non-infringing; or (c) terminate this Agreement or the applicable Order or SOW with respect to the affected solution and refund to Customer any prepaid fees for the then-remaining or unexpired portion of the Order or SOW term. Notwithstanding the foregoing, Granicus shall have no obligation to indemnify, defend, or hold

Customer harmless from any Claim to the extent it is based upon: (i) a modification to any solution by Customer (or by anyone under Customer's direction or control or using logins or passwords assigned to Customer); (ii) a modification made by Granicus pursuant to Customer's required instructions or specifications or in reliance on materials or information provided by Customer; or (iii) Customer's use (or use by anyone under Customer's direction or control or using logins or passwords assigned to Customer) of any Granicus Products and Services other than in accordance with this Agreement. This section 9.1 sets forth Customer's sole and exclusive remedy, and Granicus' entire liability, for any Claim that the Granicus Products and Services or any other materials provided by Granicus violate or infringe upon the rights of any third party.

9.2. Indemnification by Customer. Customer shall defend, indemnify, and hold Granicus harmless from and against any Claims, and shall pay all Losses, to the extent arising out of or related to (a) Customer's (or that of anyone authorized by Customer or using logins or passwords assigned to Customer) use or modification of any Granicus Products and Services; (b) any Customer content; or (c) Customer's violation of applicable law.

9.3. Defense. With regard to any Claim subject to indemnification pursuant to this Section 9: (a) the Party seeking indemnification shall promptly notify the indemnifying Party upon becoming aware of the Claim; (b) the indemnifying Party shall promptly assume sole defense and control of such Claim upon becoming aware thereof; and (c) the indemnified Party shall reasonably cooperate with the indemnifying Party regarding such Claim. Nevertheless, the indemnified Party may reasonably participate in such defense, at its expense, with counsel of its choice, but shall not settle any such Claim without the indemnifying Party's prior written consent. The indemnifying Party shall not settle or compromise any Claim in any manner that imposes any obligations upon the indemnified Party without the prior written consent of the indemnified Party.

10.1. General

10.1. Relationship of the Parties. Granicus and Customer acknowledge that they operate independent of each other. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, agency, or employee/employer relationship between the Parties for any purpose, including, but not limited to, taxes or employee benefits. Each Party will be solely responsible for the payment of all taxes and insurance for its employees and business operations.

10.2. Subcontractors. Granicus agrees that it shall be responsible for all acts and omissions of its subcontractors to the same extent Granicus would be responsible if committed directly by Granicus.

10.3. Headings. The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed to modify, define, limit, or expand the intent of the Parties.

10.4. Amendments. This Agreement may not be amended or modified except by a written instrument signed by authorized representatives of both Parties. Notwithstanding the foregoing, Granicus retains the right to revise the policies referenced herein at any time, so long as the revisions are reasonable and consistent with industry practices, legal requirements, and the requirements of any third-party suppliers.

10.5. Severability. To the extent permitted by applicable law, the Parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

- 10.6. Assignment.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder, either voluntarily or by operation of law, without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided, however, that either Party may assign this Agreement without the other Party's consent in the event of any successor or assign that has acquired all, or substantially all, of the assigning Party's business by means of merger, stock purchase, asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement shall be null and void.
- 10.7. No Third-Party Beneficiaries.** Subject to Section 10.6, this Agreement is binding upon, and insures solely to the benefit of the Parties hereto and their respective permitted successors and assigns; there are no third-party beneficiaries to this Agreement.
- 10.8. Notice.** Other than routine administrative communications, which may be exchanged by the Parties via email or other means, all notices, consents, and approvals hereunder shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the day of receipt, as shown in the applicable carrier's systems, if sent via FedEx, UPS, DHL, or other nationally recognized express carrier; (c) the third business day after sending by U.S. Postal Service, First Class, postage prepaid, return receipt requested; or (d) sending by email, with confirmed receipt from the receiving party. Either Party may provide the other with notice of a change in mailing or email address in which case the mailing or email address, as applicable, for that Party will be deemed to have been amended. The mailing and email addresses of the Parties are as follows:

ATTN:	Contracts
Address:	408 St. Peter Street Suite 600 Saint Paul, MN 55102
Phone:	(651) 757-4154
Email:	contracts@granicus.com

ATTN:	Matt Kinsey, Director of Technology
Address:	811 W John St, Yorkville IL 60560
Phone:	630-553-9881
Email:	mkinsey@co.kendall.il.us

- 10.9. Force Majeure.** Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.
- 10.10. Choice of Law and Jurisdiction.** This Agreement shall be governed by and interpreted under the laws of the State of Minnesota, without reference to the State's principles of conflicts of law. The Parties expressly consent and submit to the exclusive jurisdiction of the state and federal courts of Ramsey County, Minnesota.
- 10.11. Entire Agreement.** This Agreement, together with all Orders or SOWs referenced herein, sets forth the entire understanding of the Parties with respect to the subject matter of this

Agreement, and supersedes any and all prior oral and written understandings, quotations, communications, and agreements. Granicus and Customer agree that any and all Orders or SOWs are incorporated herein by this reference. In the event of possible conflict or inconsistency between such documents, the conflict or inconsistency shall be resolved by giving precedence in the following order: (1) the terms of this Agreement; (2) Orders; (3) all other SOWs or other purchase documents; (4) Granicus response to Customer's request for RFI, RFP, RFQ; and (5) Customer's RFI, RFP, RFQ.

10.12. Reference. Notwithstanding any other terms to the contrary contained herein, Customer grants Granicus the right to use Customer's name and logo in customer lists and marketing materials.

10.13. Injunctive Relief. Granicus is entitled to obtain injunctive relief if Customer's use of Granicus Products and Services is in violation of any restrictions set forth in this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly-authorized representatives on the Effective Date as set forth above.

Gran

By:


(Authorized Signature)

Name: Dawn Kubat

(Print or Type Name of Signatory)

Title: Vice President of Legal

Date: 12/18/2018

(Execution Date)

Kendall County Board

By:


(Authorized Signature)

Name: Scott R. Gryder

Name:

(Print or Type Name of Signatory)

Kendall County Board Chairman

Title:

Date:

(Execution Date)

Attachment(s): Exhibit A (Proposal)

EXHIBIT 12

GEORGETOWN UNIVERSITY

Section 3

Project Costs

Proposed Investment

All quotes are priced per project and presented in US dollars. Pricing is valid for 180 days from September 27, 2018.

YEAR 1 INVESTMENT

govAccess

Website Design and Implementation -- Pioneer

\$12,900 MK
Year 1
Investment

Website Research, design + development

- A homepage wireframe from our design library
- Custom mobile homepage
- Fully responsive design
- Custom Mobile Homepage or Standard Mobile Responsive Homepage
- Video Background or Standard Rotating Image carousel (switchable at any time)
- Programming/CMS Implementation
- Meetings Manager - Allows you to create meeting agendas and log minutes for your official government meetings. Includes setting up and implementing Meetings Manager on your website.
- Two (2) Branded Subsites

Professional Consulting Services + Training

- Migrate up to 450 webpages
- One (1) day of remote Web-based Training

Proposed Investment

All quotes are priced per project and presented in US dollars. Pricing is valid for 180 days from September 27, 2018.

ANNUAL REOCCURRING

govAccess
Maintenance, Hosting, & Licensing Fee**

\$4,000
Annual
reoccurring*

- Ongoing Software Updates
- Unlimited Technical Support (6 am – 6 pm PT, Monday – Friday)
- Training Webinars and On-Demand Video Library
- Best Practice Webinars and Resources
- Annual health check with research-based recommendations for website optimization
- Hosting with 99.9% uptime
- DDoS Mitigation
- Disaster Recovery with 90 min failover (RTO) and 15 min data replication (RPO)
- Data Security

ANNUAL PAYMENT PLAN

1 st Year	\$10,700 \$12,900 <i>FK MK</i>	4 th Year	\$4,410	FREE Guaranteed Redesign***
2 nd Year	\$4,000	5 th Year	\$4,630	
3 rd Year	\$4,200			

Optional Payment Options Available: Granicus recognizes you have a budget to work within. To accommodate your preference we offer different payment options, including distributing costs differently over multiple budget years.

*Payment cycle begins at the start of year two (2) or at the launch date of the new website (whichever comes first) and is based on a standard 5 year contract term.

**Annual hosting, maintenance and software license are subject to a cumulative annual 5% technology fee beginning in the second year of reoccurring billing.

***Guaranteed basic redesign after your contract term, no additional out-of-pocket expense.

Additional Information

Included Warranty

All unmodified programming code developed by Granicus is warranted to be free of any material errors or bugs so long as the County maintains a govAccess™ Subscription.

Duration of Offer

Granicus agrees to perform the services at the prices quoted in this proposal. This quote is valid for 180 days.

Website Accessibility

The website frontend navigation and graphic design will be generally compliant with WCAG 2.0 A.

Ownership and Licensing

All rights, title, and interests to the website design and govAccess™ will remain with Granicus. However, under your customer agreement, Granicus will grant you a license that will enable the County to reproduce or modify for its own use the website design forever. Further, Granicus will grant a subscription-based license to govAccess™, and the County will be free to use govAccess™ so long as the County remains a govAccess™ subscriber with a valid customer contract. The County owns all information and content, such as logos and images.