



Kane County

KC Agriculture Committee

Agenda

Government Center
719 S. Batavia Ave., Bldg. A
Geneva, IL 60134

JUBY, Roth, Allan, Lenert, Penesis, Sanchez, Williams and ex-officio Pierog (County Chair)

Thursday, January 23, 2025

10:30 AM

County Board Room

2025 Committee Goals

Goals from the July Agriculture Committee meeting

- Revise County Code Definition of the Agriculture Committee
 - Awareness & Support of Agriculture - Raise public awareness and support for agriculture in Kane County as an industry sector and community resource
 - Farmland Protection - Work in concert with the Farmland Protection Commission and County Board to oversee the successful implementation of Kane County's Farmland Protection Ordinance and related conservation efforts, and pursue funding
 - Continue Growing for Kane Program - Direct the implementation of programs and policies that expand the production of locally grown foods and improve community access to fresh and healthy food choices, and pursue funding
 - Continue partnerships with Kane County Farm Bureau and Northern Illinois Food Bank
 - Implement current grant funded projects
 - Continue to apply for additional outside grants
 - Implement economic development projects for Agriculture
 - ARPA Small grants for farmers
 - Other projects identified by the Economic Development Strategic Plan for Kane County
-

1. Call To Order

2. Roll Call

3. Remote Attendance Requests

4. Approval of Minutes: December 18, 2024

5. Public Comment

6. Partners

A. Kane County Farm Bureau Updates (Bill Collins, Director)

7. Presentations/Announcements

A. Sustainable Agriculture Projects Update (Ellen Kamps, Consultant)

B. Growing for Kane Resolutions and Updates (Matt Tansley, Planner)

- C. Farmland Protection Program Acreage Analysis (Catherine McKenna, Planner / GIS Specialist)

8. New Business

- A. **Resolution:** Authorizing a One-Year Extension and Amending the Contract Limit for Ellen Kamps to Provide Continued Food and Agriculture Consulting Services
- B. **Resolution:** Authorizing a One-Year Contract Extension with New Venture Advisors to Provide Food and Agriculture Consulting Services

9. Reports Placed On File

10. Executive Session

- A. Release of Closed Session Minutes

11. Open Session

- A. Vote on Release of Closed Session Minutes

12. Adjournment

STATE OF ILLINOIS)
 SS.
COUNTY OF KANE)

PRESENTATION/DISCUSSION NO. TMP-25-118

KANE COUNTY FARM BUREAU UPDATES (BILL COLLINS, DIRECTOR)

STATE OF ILLINOIS)
 SS.
COUNTY OF KANE)

PRESENTATION/DISCUSSION NO. TMP-25-119

**SUSTAINABLE AGRICULTURE PROJECTS UPDATE (ELLEN KAMPS,
CONSULTANT)**



Sustainable Agriculture Projects Update

Ellen Kamps, MPA

Sustainable Agriculture Consultant for Kane County



Master of Science, 2026

USDA NextGen Scholar
Sustainable Food Systems
Arizona State University

Master of Public Affairs, 2023

Sustainable Agriculture
UC Berkeley

Certificate in Business & Policy, 2023

The Washington Campus, D.C.

Adjunct Professor, 2020–2023

Sustainable Agriculture
College of DuPage

Certificate in Agriculture Leadership, 2020

Illinois Agricultural Leadership Program

Co-owner & Farmer, 2013–2019

Foxtrot Organic Farm
Saint Charles, Illinois

Ellen Kamps

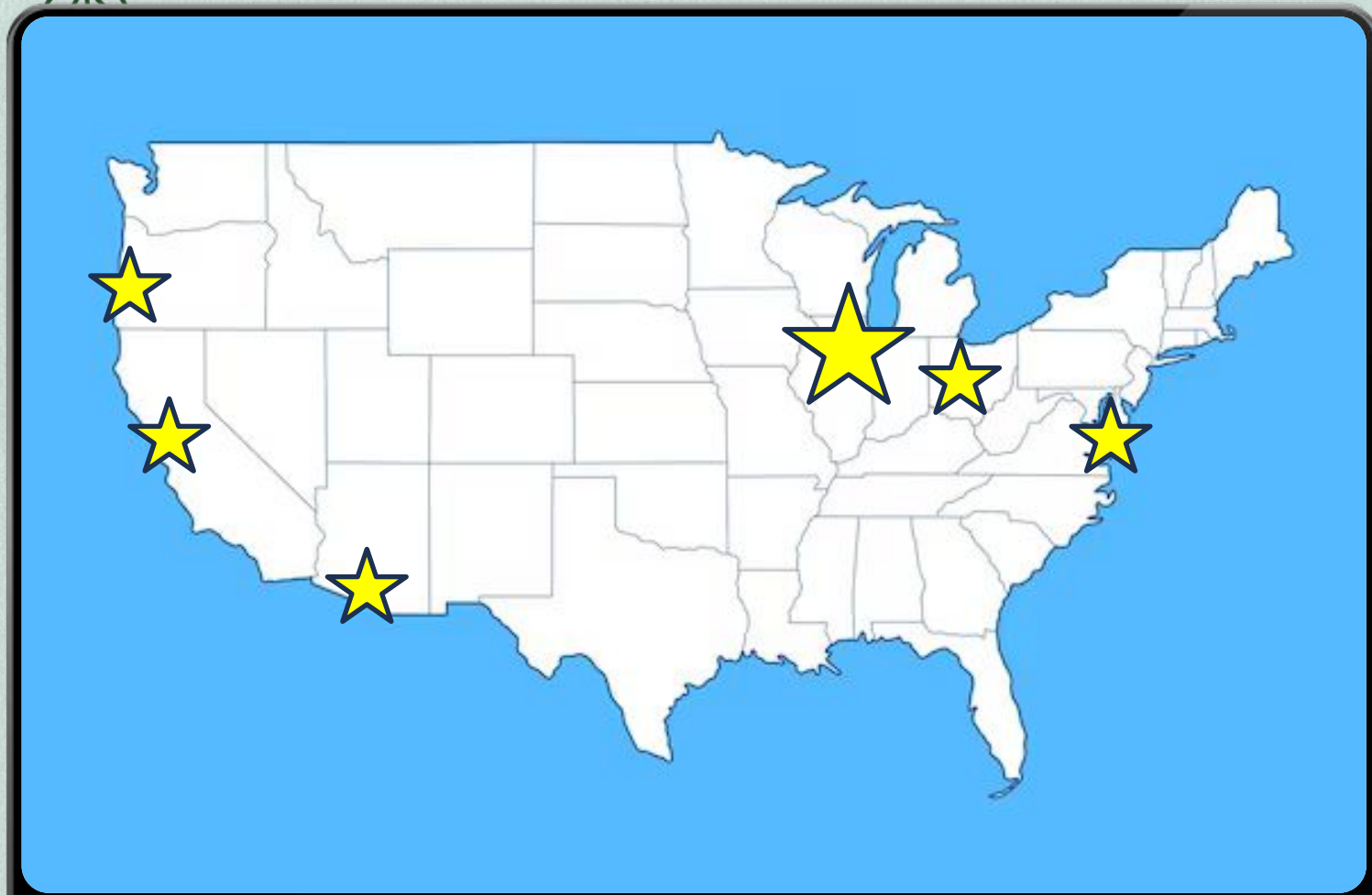




Agriculture Research From Around the World

- Ag Tech & Innovation
- Ag Econ. Dev.
- Agritourism
- Value-added
- Specialty crops
- Commodities





Agriculture Research From Around the U.S.

- Ag Tech & Innovation
- Ag Econ. Dev.
- Agritourism
- Value-added
- Specialty crops
- Commodities





The most important lessons came from growing food on Kane County soil.



My Principles of Success



Needs



Research



Education



Sharing

2024 in Review

**Food &
Farm
Resiliency
Grant
Program**



**Farming
with
Pollinators
Guidebook**



**Navigator
Land
Transfer**



**Training &
Transition**



Farming with Pollinators Guidebook



NRCS Conservation Practices Field Day

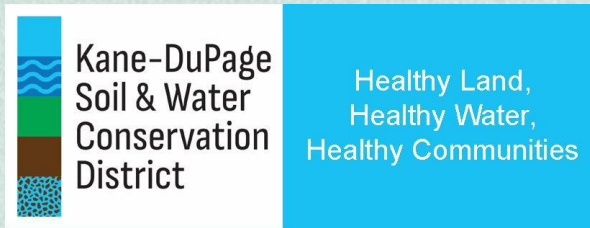


University of Illinois Extension Field Day



Kane Soil & Water District Prairie Strips for Pollinators Field Day

Farming with Pollinators Guidebook



Food & Farm Resiliency Grant Program

September 2024

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

- Creation & launch of grant program, policies and procedures in 13 business days.
- Application language & design
- NOFO language & design
- Outreach strategy
- Weekly communication with Kane County Development & ARPA team.

Grant Application is live

Food & Farm Resiliency Grant Program

- Creation of Press Release & Newsletter, graphics
- 150+ personal phone calls to Kane County farmers
- 150+ personal emails to Kane County farmers

Grant application closes.

29 applicants evaluated.

19 applicants recommended for funding.

19 exhibits created for the County Board.

OCTOBER 2024						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Holidays and Observances: 14: Columbus Day, 31: Halloween

www.vicalendar.com

Food & Farm Resiliency Grant Program

NOVEMBER 2024

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

www.calendaroptions.com

- Post-award program, policies, and procedures
- Onboarding & training for farmers receiving federal grants.
- Weekly communication with Kane County Development & ARPA team.

Contacted awardees & presented next steps.

Food & Farm Resiliency Grant Program

Looking Ahead: 2025 & 2026



**Kane County
Farmers
Submitting
Reimbursements
for Awards**



**Kane County
Farmer data
through surveys,
interviews, and
video footage of
Kane County farms
in action.**



**Announcing the
agricultural
investments
through data,
video
presentations, and
grant reporting.**





Thank you.

Questions?



STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

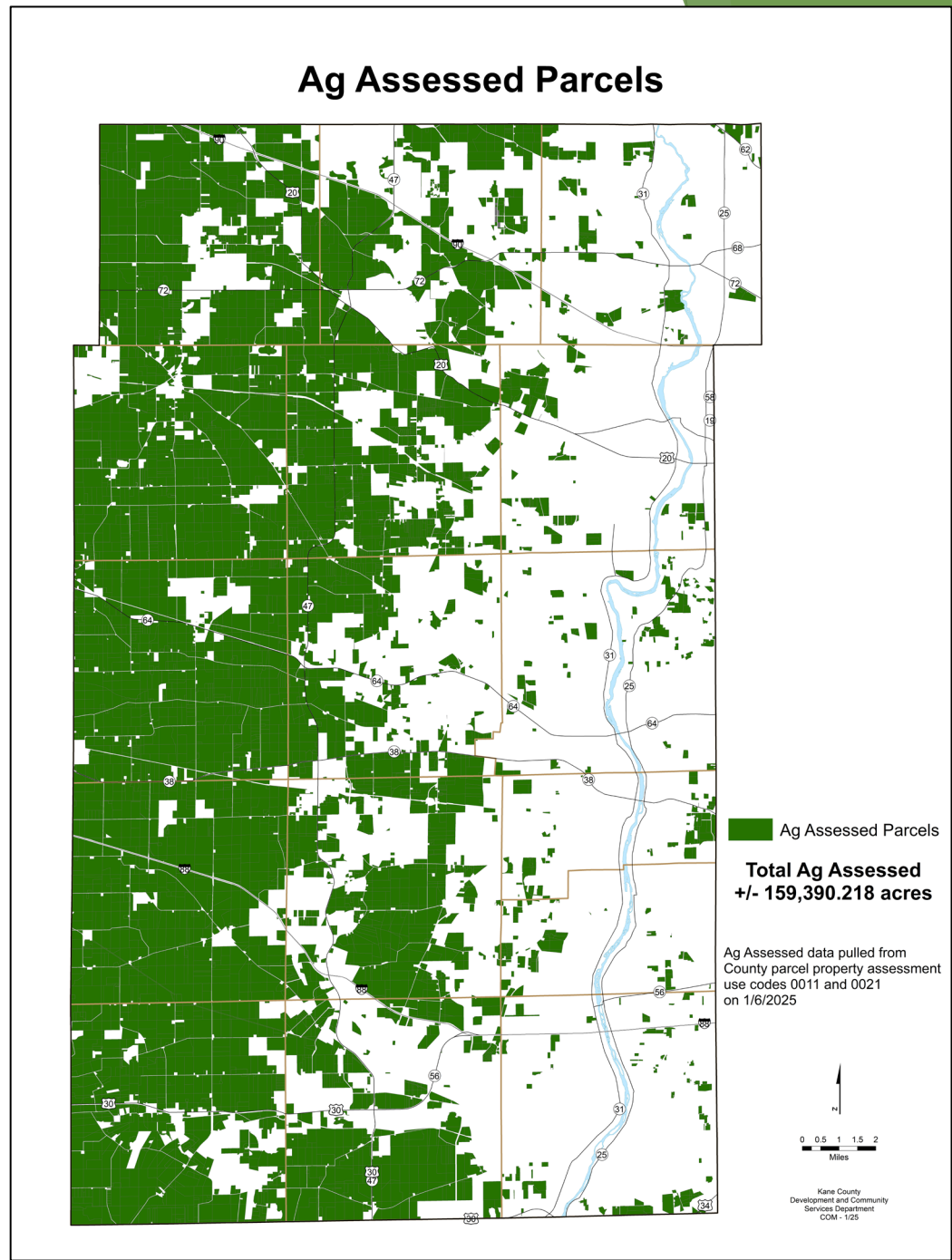
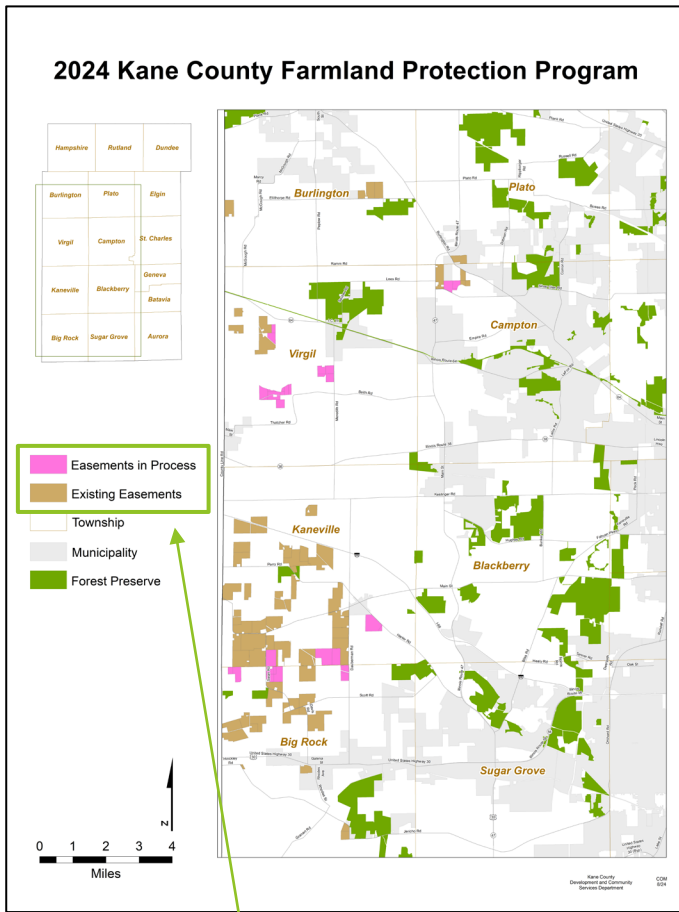
PRESENTATION/DISCUSSION NO. TMP-25-120

**GROWING FOR KANE RESOLUTIONS AND UPDATES (MATT TANSLEY,
PLANNER)**

STATE OF ILLINOIS)
 SS.
COUNTY OF KANE)

PRESENTATION/DISCUSSION NO. TMP-25-121

**FARMLAND PROTECTION PROGRAM ACREAGE ANALYSIS (CATHERINE
MCKENNA, PLANNER / GIS SPECIALIST)**



- ▶ Approximately 7,000 acres of ag-assessed land involved in Farmland Protection Program (FPP) conservation easements
- ▶ Approximately 159,390 acres of ag-assessed land in Kane Co. →
- ▶ Approximately 4.39% of ag-assessed land in Kane Co. is part of the FPP

STATE OF ILLINOIS)
) SS.
COUNTY OF KANE)

RESOLUTION NO. TMP-25-123

**AUTHORIZING A ONE-YEAR EXTENSION AND AMENDING THE CONTRACT
LIMIT FOR ELLEN KAMPS TO PROVIDE CONTINUED FOOD AND
AGRICULTURE CONSULTING SERVICES**

WHEREAS, Kane County Development and Community Services is seeking authorization to extend a contract with Ellen Kamps, a consultant, for one additional year to administer and support various local food system and agricultural projects on behalf of the County; and

WHEREAS, Kane County authorized an initial one-year service contract (see attached Resolution No. 24-050) and subsequent amendment to provide additional services (see attached Resolution No. 24-241); and

WHEREAS, this resolution would also authorize an increase in the contract not-to-exceed amount of \$290,000 by \$160,000 for an adjusted limit of \$450,000; and

WHEREAS, the Development and Community Services Department has determined that an adjustment in the contract limit is required to ensure that active projects are managed and/or completed within the duration of the one-year extension; and

WHEREAS, Kane County has and will continue to utilize approved sources of funding to pay Ellen Kamps’ consulting fees, including an American Farmland Trust Land Transfer Navigators foundation grant, funding previously authorized from the American Rescue Plan Act, and Farmland Preservation Fund 430; and

WHEREAS, Ellen Kamps submitted a Qualifications Response Form for Kane County’s Agricultural Consultants Request for Qualifications (RFQ 24-015), which lists the Contractual Services (see attached) that the consultant is capable of providing on an as-needed basis as determined by the Development and Community Services Department; and

WHEREAS, Ellen Kamps provided and/or subcontracted multiple levels of program support in 2024 including the development of application materials, marketing content, providing program customer services, and applicant evaluation tools for implementing the Food and Farm Resiliency Grant Program; project management, content development, and graphic design for the Farming with Pollinators guidebook; Land Transfer Navigator program administration; and Farmland Protection Program training and transition services.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board authorizes the Kane County Board Chairman to sign the attached agreement rider to approve a one-year

extension of Ellen Kamps' service contract, and to authorize an increase in the not-to-exceed limit by an additional \$160,000 (One Hundred and Sixty Thousand Dollars).

Passed by the Kane County Board on February 11, 2025.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing a One-Year Extension and Amending the Contract Limit for Ellen Kamps to Provide Continued Food and Agriculture Consulting Services

Committee Flow:

Agriculture Committee, Executive Committee, County Board

Contact:

Matt Tansley, Planner, 630-232-3493

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$450,000
If not budgeted, explain funding source: N/A	

Summary:

This resolution would authorize a one-year extension of Kane County's consulting contract with Ellen Kamps. It would also increase the current contract's not-to-exceed limit by \$160,000 from \$290,000 to \$450,000 for consulting fees, including for services provided by subcontractors. Under the extension Ellen Kamps would continue to provide management and support services for active agriculture projects including the: Food and Farm Resiliency Grant Program, Farming with Pollinators guidebook, Land Transfer Navigators Program, and training and transition services for administering the Farmland Protection Program.

County of Kane
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER

719 S. Batavia Ave., Bldg. A
Geneva, IL 60137



Phone: (630) 232-5929
Fax: (630) 208-5107

Extension of Contract 24-015-TS for Agriculture Project Consulting Services

This RIDER made this 31 day of December, 2024 is part of and is to be attached to the Offer to Contract Form (RFQ 24-015-TS) made on March 28, 2024, per Resolution 24-050, by and between County of Kane and Ellen J. Kamps of Chicago, IL to provide Agriculture Project Consulting Services to Kane County.

The County hereby requests and Ellen J. Kamps. agrees and offers to provide Agriculture Project Consulting Services at the same terms, pricing and conditions for a one-year extension of the original contract.

The parties hereto mutually agree to the renewal of the aforesaid Contract of which this RIDER is made part of, is and shall be and remain in full force and effect in accordance with all the terms, pricing and conditions thereof, only as in this RIDER specifically provided.

Ellen J. Kamps
Ellen Kamps, Sole Proprietor
Chicago, IL

Date

Corinne Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Date

REFERENCE ONLY

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

RESOLUTION NO. 24-241

AMENDING A CONTRACT WITH ELLEN KAMPS TO PROVIDE ADDITIONAL FOOD AND AGRICULTURE PROJECT CONSULTING SERVICES

WHEREAS, the Kane County Development and Community Services Department is seeking to amend a contract with Ellen Kamps, the lead consultant working with other approved qualified consultants as subcontractors, to provide additional project services following the withdrawal of an alternate service vendor; and

WHEREAS, the Kane County Board previously authorized a contract (RES: 24-050) with Ellen Kamps to provide a range of potential services within the scope of the Priority Service Needs for Kane County Agriculture Projects detailed in Exhibit 2 - EK of the approved contract resolution and attached hereto; and

WHEREAS, the previously approved contract resolution with Ellen Kamps established a not to exceed amount of \$170,000 based on a select set of project needs determined by the Department including but not limited to developing a pollinator habitat toolkit for farmers and managing the implementation of a farmer assistance grant program; and

WHEREAS, the Department requests that the contractual not to exceed amount be increased from \$170,000 to \$290,000 for the delivery of additional project services to be provided by an approved qualified consultant working as a subcontractor under Ellen's contract including the administration of Kane County's Land Transfer Navigator Program and transition support for Kane County's Farmland Protection Program; and

WHEREAS, the Department has secured funding through an American Farmland Trust Land Transfer Navigator Program grant as well as retains funds within the Farmland Preservation Fund 430 Contractual / Consulting Services line item to pay for the additional services.

NOW, THEREFORE, BE IT RESOLVED that the Chairman of the Kane County Board is authorized to amend the contract with Ellen Kamps, not to exceed \$290,000 (Two Hundred and Ninety Thousand Dollars), by signing the First Contract Amendment (Attachment A).

(Turn over page to see Attachment A - First Contract Amendment)

Line Item: Fund 430 (Farmland Preservation) Fund 400 (Economic Development), Fund 435 (Growing for Kane), Fund 355 (ARPA)

Line Item Description: N/A

Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Partially
Are funds currently available for this Personnel/Item/Service in the specific line item? Partially
If funds are not currently available in the specified line item, where are the funds available?

The American Farmland Trust grant disbursements and expenses will be reflected in the budget pending the approval of an FY 24 budget adjustment to the Growing for Kane Fund.



Clerk, County Board
Kane County, Illinois



Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:

PASSED

Attachment A

FIRST CONTRACT AMENDMENT

Pursuant to the Contract for Professional Services ("CONTRACT"), dated March 28, 2024, which was authorized by Kane County Board Resolution 24-050, and made by and between the COUNTY OF KANE ("COUNTY"), a body corporate and politic existing under the State of Illinois and a unit of local government under Article VII, section 1 of the Illinois Constitution (Ill. Const. Art. VII, §1), and ELLEN KAMPS ("CONSULTANT"), both parties agree as follows:

1. COUNTY AND CONSULTANT mutually agree to amend section 5(a) of CONTRACT to provide as follows:

"(a) The County will pay the Consultant an amount not to exceed \$290,000 (two hundred ninety thousand dollars) for which the Consultant will be retained for one (1) year with an option to extend for one (1) additional one (1) year renewal period if mutually agreed upon by both parties. The Consultant will submit to the County an itemized monthly invoice reflecting the work completed within the preceding calendar month and the time spend thereon. The monthly invoice will also include a summary of all previous invoices up to, and including the invoice for the current month. The Work will be billed at the hourly rates set forth in Exhibit 1. The County will pay each such invoice within 60 days of its receipt."

2. All terms and conditions of the Contract, not amended herein, shall remain the same.

IN WITNESS WHEREOF, COUNTY AND CONSULTANT execute this First Contract Amendment, as of _____, 2024, intending to be legally bound hereby.

COUNTY

By: _____

Name: _____

Title: _____

Date: _____

ELLEN KAMPS

By: _____

Name: _____

Title: _____

Date: _____

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

RESOLUTION NO. 24-050

AUTHORIZING A CONTRACT WITH ELLEN KAMPS TO PROVIDE FOOD AND AGRICULTURE PROJECT CONSULTING SERVICES

WHEREAS, The Kane County Development and Community Services Department is seeking to authorize a contract with Ellen Kamps, a consultant, to provide one or more project services identified in Exhibit A - EK, attached hereto; and

WHEREAS, Ellen Kamps has demonstrated relevant experience and the capabilities to deliver quality services as shown through project samples and references submitted in response to Kane County's solicitation for qualified service providers (RFQ #: 24-015-TS - Agricultural Consultants); and

WHEREAS, The Department has identified priority needs for specialized contractual services to administer various agricultural programs and planning efforts including provided in Exhibit A - EK attached hereto; and

WHEREAS, Ellen Kamps has indicated which consulting services she is willing and able to provide in her RFQ submission, which are aligned with the priority service needs identified by the Department; and

WHEREAS, The Department has put forth a concurrent resolution "Authorizing the Approval of Qualified Vendors to Provide Technical Services for Food and Agriculture Projects," of which Ellen Kamps was included, to be considered by the County Board; and

WHEREAS, The Department will make determinations as to which project needs will be prioritized and fulfilled by Ellen Kamps, with consideration for the requirements of approved funding sources and time needed to complete project deliverables.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Kane County Board Chairman is hereby authorized to execute a contract with Ellen Kamps, not to exceed \$170,000 (One Hundred Seventy Thousand Dollars), in the form it is attached in as Exhibit A.

Line Item: Fund 400, Fund 435, or ARPA grants

Line Item Description: N/A

Was Personnel/Item/Service approved in original budget or a subsequent budget revision? No

Are funds currently available for this Personnel/Item/Service in the specific line item? Yes

If funds are not currently available in the specified line item, where are the funds available?

N/A



Kane County, Illinois

Board on February ²⁷~~16~~, 2024.



Chairman, County Board
Kane County, Illinois

Vote:
PASSED

Background

Kane County has made longstanding commitments to ensure that productive agricultural land thrives economically as well as compliments the wellbeing of residents and visitors. To date, Kane County remains the only federally-backed farmland conservation easement program in the State of Illinois. The Farmland Protection Program has permanently preserved over 6,000 acres of working farmland since its enactment in 2001. In 2013, the Kane County Board passed the Growing for Kane Ordinance, a companion initiative that provided the County with a new set of tools to directly support the production of local foods, and build pathways for fresh, healthy foods into Kane County communities. Kane County's Comprehensive Plan establishes food and agriculture priorities, outlining core objectives to direct policy and program actions. The Plan recognizes the vital role that agricultural lands play in Kane County's economy, underscoring the need to prevent the unnecessary conversion of farmland to non-agricultural uses.

Areas of Need

Kane County anticipates the need for specialized contractual services over the next few years to administer various agricultural programs and planning efforts. The Development and Community Services Department will continue to rely on technical experts to advance key planning and economic development objectives benefiting the Ag. sector. This includes the County's effort to launch a new county-level economic development authority. Kane County is currently working to complete a Strategic Economic Development Plan outlining pathways to strengthen key economic sectors, including agriculture.

The Development Department is also actively engaged in addressing local food system needs and opportunities for growing agricultural businesses. Recent projects have included a farm business relief grant program as well as an ongoing Livestock Market Assessment. Kane County is also piloting efforts to incentivize the adoption of sustainable soil health management practices.

Contractual Services

Please review the list below and select the services that you or your organization is qualified to provide. Based on your selections Kane County may request a consulting proposal for related work at a later date.

- Provide local food system and agricultural business advisory services (on policies and programs) to the Kane County Agriculture Committee and Director of the Development and Community Services Department.
- Advise the development and implementation of programs that increase the accessibility of healthy, local foods in underserved communities.
- Review and evaluate the draft Kane County Strategic Economic Development Plan and recommendations in respect to initiatives identified for agriculture.

- Identify business development and expansion opportunities in the agriculture, local food production, and agriculture technology sectors, working with the Greater Chicagoland Economic Partnership and World Business Chicago.
- Provide ongoing advisory services to Kane County officials on the role of agricultural sector partners in the formation and launch of a public/private partnership economic development organization for Kane County.
- Identify and evaluate funding opportunities offered by public and private entities.
- Identify and evaluate new revenue streams for supporting Kane County-led agricultural programs.
- Provide grant-writing services for funding applications that further the strategic growth of Kane County's Agriculture Programs.
- Administering economic relief and business development grant programs for agriculture-based businesses and food service organizations.
- Provide training / technical assistance for local food growing organizations (e.g. business/strategic planning, financial management, sales and marketing, technology and innovation ... etc.).
- Provide technical guidance and site monitoring services for the measurement of soil organic composition and nutrient loads, water quality, and other soil health indicators.
- Provide technical guidance in designing and deploying measurement tools for tracking carbon sequestration, greenhouse gas emissions, and other climate mitigation metrics.
- Create conservation plans with soil health, water quality, and habitat improvement goals for working farms.
- Conduct stakeholder interviews, facilitated discussions / focus groups, and design engagement surveys.

Assessment Criteria (General Consideration)

- Consulting Firm Experience
- Qualifications of Personnel
- Project References

II. Evaluating and Processing of RFQ's

The County will review and evaluate each RFQ it receives. The evaluation of the RFQs will take into account the depth of knowledge and ability to meet the requirements outlined in the requirements section.

EXHIBIT A

**CONTRACT FOR PROFESSIONAL SERVICES
RFQ 24-015
Agreement for Agricultural Project Consulting Services**

This agreement is entered into and will be effective as of the date of final execution of this contract, between the **COUNTY OF KANE** (the "**County**"), a body corporate and politic existing under the laws of the State of Illinois and a unit of local government under §1 of Article VII of the Illinois Constitution (Ill. Const., Art. VII, §1), and Ellen Kamps (the "**Consultant**"). For and in consideration of the mutual promises set forth herein, the parties agree as follows:

§ 1. Purpose of agreement

The County hereby retains the Consultant to fulfill a variety of project planning and implementation functions supporting key agriculture and food system goals. The purpose of the contract is to provide ongoing project management and advisory services at the direction of the Director of Development and Community Services Department, Kane County Board Chairman, and the Kane County Board.

§ 2. Scope of services

The services to be provided by the Consultant (the "**Work**"), are set forth in **Exhibit 2 - EK**.

§ 3. Term of this agreement

The term of this agreement will commence as of the date of this of final execution contract and continue, unless earlier terminated in accordance herewith, for one year with an option to extend for one (1) additional one (1) year renewal period if mutually agreed upon by both parties

§ 4. Relationship of parties

The Consultant will serve as a professional agricultural programs and planning consultant to the County in the performance of the Work. The relationship between the parties is that of a buyer and seller of professional services and as such the Consultant is an independent contractor of the County in the performance of the Work and it is understood that the parties have not entered into any joint venture or partnership. The Consultant is not an employee or the agent of the County for any purpose.

§ 5. Compensation

- (a) The County will pay the Consultant an amount not to exceed (\$170,000.00) for which the Consultant will be retained for one year with an option to extend for one (1) additional one (1) year renewal period if mutually agreed upon by both parties. The Consultant will submit to the County an itemized monthly invoice reflecting the work completed within the preceding calendar month and the time spent thereon. The monthly invoice will also include a summary of all previous invoices up to, and including, the invoice for the current month. The Work will be billed at the hourly rates set forth in **Exhibit 1**. The County will pay each such invoice within 60 days of its receipt.

§ 6. Time for completion of the work

The Work for specific tasks or projects will be completed upon agreed upon dates for each specific task or project.

§ 7. Terms and conditions

- (a) The Director of the Kane County Department of Development & Community Services (the "**Director**"), or his written designee, shall act as the County's representative with respect to the Work and shall transmit to and receive from the Consultant information with respect to the Work. The Consultant shall coordinate all work through the Client and shall report results of all work directly to the Director.
- (b) The Director may, by written order, make changes in specific work items if such changes are within the scope of services set forth in **Exhibit 2 - EK**. If any such change is not within the scope of services, the Consultant will so notify the Director and will submit a proposed change order reflecting an increase (or decrease) in the work. Hourly rates for additional work will be those set forth in **Exhibit 1**. No such change order will be effective to modify this agreement unless it has first been reduced to writing and approved by all undersigned parties.
- (c) The County may, anytime and without cause, upon a 30-day notice to the Consultant terminate this agreement before completion of the Work. Upon termination, the Consultant will cease all work under this agreement and will turn over to the County all information, records, documents, data, property, publications or other material theretofore received or prepared by the Consultant under or resulting from this agreement, all of which will become the property of the County. The Consultant will submit a final invoice for all work done through the date of termination which will be paid within 60 days of its receipt. In the event of termination, only actual time spent and expenses incurred in the performance of the Work prior to termination will be compensated. The County will have no liability for lost profits, overhead or other consequential or incidental damages. In the event of termination, the County will be free to abandon the work or retain another consultant to complete the Work.
- (d) The obligations of the County under this agreement are contingent upon the prior appropriation of funds by the Kane County Board if applicable.
- (e) The Consultant will maintain books, records, documents, time sheets and other evidence pertinent to its performance of the Work according to generally accepted accounting principles and practices consistently applied. The County or its authorized representatives will have access to such books, records, documents and other evidence for inspection, audit, and copying. The Consultant will provide appropriate facilities for such access and inspection during normal business hours.

§ 8. Ownership of Documents and Confidentiality

All documents, including all original drawings, specifications, tables and data prepared or collected in the course of the Work are and remain the property of the County; shall be maintained as confidential property of the County, shall not be disclosed in whole or in part, to any non-parties to this agreement except at the direction of the County. All data obtained from the County, including digital mapping information, is to be used solely for the purpose of the Work, and shall not be retained by the Consultant for use in any other manner.

§ 9. Responsibility of Consultant

The Consultant shall perform the Work in accordance with generally accepted and currently recognized practices and principles applicable to the performance thereof and in a manner consistent with that level of care and skill ordinarily exercised by professionals currently performing such work in the same locality under similar conditions. The Consultant represents and warrants that it has thoroughly reviewed the Work; that it is thoroughly familiar with the field of knowledge bearing upon the performance of the Work; that it has any licenses, permits or approvals necessary or appropriate to perform the Work; and that it can produce the Work within the term of this agreement and for the compensation stated herein.

§ 10. Indemnity

The Consultant shall indemnify, defend (with counsel reasonably satisfactory to those parties to be defended), and hold the County, its elected officials, the Committee, the Director, and their respective agents and employees, harmless from any and all claims, demands, liabilities, damages, loss, cost or expense for or on account of any injury or damage which may arise or which may be alleged to have arisen out of or in connection with, or as a result of any negligent acts, errors and/or omissions of the Consultant, its subcontractors, and their respective employees and agents, in performing the Work, including, but not limited to, claims for releases or disposal of hazardous substances or wastes under CERCLA, RCRC, or any similar federal or state environmental law or regulation.

§ 11. Insurance

The Consultant will obtain prior to the commencement of the Work and will maintain for a minimum of 3 years following completion of the Work the following insurance coverage:

- (a) Professional Liability \$1,000,000 per claim;
- (b) General Liability \$1,000,000 combined single limit (or equivalent);

Prior to commencement of the Work, the Consultant will furnish the County with a certificate of insurance evidencing the coverage listed above which names the County as an additional insured and provides that the County will receive not less than 30 days' prior written notice of any cancellation of or material change in the policy.

§ 12. Equal Employment Opportunity

The Consultant shall comply with the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.) and any rules and regulations promulgated in accordance therewith, including the Equal Employment Opportunity Clause (44 Ill. Adm. Code 750 Appendix A).

§ 13. No subcontracts

The Consultant will be held responsible for the performance of the Work. No part of the Work may be the subject of a subcontract between the Consultant and any other person without the prior written consent of the County.

§ 14. Notice

Any notice, invoice, certification or communication required or permitted hereunder shall be sufficiently given if served personally, sent *via* email, or by first class mail, postage prepaid to the Kane County Department of Development & Community Services, attention Mark VanKerkhoff, Director, Kane County Government Center, 719 S. Batavia Ave., Geneva, IL 60134.

Notice *via* fax shall be effective as of the date and time set forth on the fax transmittal sheet produced by the sending fax machine. Notice by first class mail shall be effective four days after mailing.

§ 15. Miscellaneous

- (a) This agreement, in addition to the solicitation issued by the County (RFQ#24-015) and the Consultant's response, constitute the entire agreement between the parties and supersedes any prior agreement relating to the subject matter hereof. This agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.
- (b) The agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any action brought under or which relates to this agreement shall be brought in Kane County, Illinois.
- (c) This agreement shall be binding upon and shall inure to the benefit of the parties and their successors and assigns, provided, however, that neither party may assign this agreement without the prior written consent of the other.
- (d) The waiver by one party of any breach of this agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance and shall not be deemed to be a waiver of any future breach or a waiver of any provision of this agreement.
- (e) Nothing in this agreement shall be construed as creating any personal liability on the part of any officer, employee or agent of any public body that may be a party to this agreement, nor shall it be construed as giving any rights or benefits under this

agreement to anyone other than the parties hereto.

- (f) All exhibits referred to in this agreement are attached and by this reference incorporated herein as though fully set forth.
- (g) This agreement may be executed in any number of counterparts, all such counterparts taken together constituting but one and the same agreement.

The County of Kane



Co
Chairman, County Board

March 28, 2024
Date

Ellen Kamps



E
Consultant

March 27, 2024
Date

EXHIBIT 1

Hourly Rates
(Billed in 15-minute increments)

<i>Standard Professional Services Rate</i>	<i>\$150 per hour</i>
<i>Local Travel Rate (as needed)</i>	<i>\$75 per hour</i>

** Consultant reserves the right to bill the County for airline travel costs incurred when less than one month's notice is provided.*

**EXHIBIT 2 - EK
(The Work)**

**Priority Service Needs for Kane County Agriculture Projects
(That may be fulfilled by Ellen Kamps)**

1. Provide local food system and agricultural business advisory services (on policies and programs) to the Kane County Agriculture Committee and Director of the Development and Community Services Department.
2. Advise the development and implementation of programs that increase the accessibility of healthy, local foods in underserved communities.
3. Review and evaluate the draft Kane County Strategic Economic Development Plan and recommendations in respect to initiatives identified for agriculture.
4. Identify business development and expansion opportunities in the agriculture, local food production, and agriculture technology sectors, working with the Greater Chicagoland Economic Partnership and World Business Chicago.
5. Provide ongoing advisory services to Kane County officials on the role of agricultural sector partners in the formation and launch of a public/private partnership economic development organization for Kane County.
6. Identify and evaluate funding opportunities offered by public and private entities.
7. Identify and evaluate new revenue streams for supporting Kane County-led agricultural programs.
8. Provide grant-writing services for funding applications that further the strategic growth of Kane County's Agriculture Programs.
9. Provide training / technical assistance for local food growing organizations (e.g. business/strategic planning, financial management, sales and marketing, technology and innovation ... etc.).
10. Provide technical guidance in designing and deploying measurement tools for tracking carbon sequestration, greenhouse gas emissions, and other climate mitigation metrics.
11. Create conservation plans with soil health, water quality, and habitat improvement goals for working farms.
12. Conduct stakeholder interviews, facilitated discussions / focus groups, and design engagement surveys.
13. Administering economic relief and business development grant programs for agriculture-based businesses and food service organizations.

STATE OF ILLINOIS)
)
) SS.
)
COUNTY OF KANE)

RESOLUTION NO. TMP-25-124

AUTHORIZING A ONE-YEAR CONTRACT EXTENSION WITH NEW VENTURE ADVISORS TO PROVIDE FOOD AND AGRICULTURE CONSULTING SERVICES

WHEREAS, the Kane County Development and Community Services Department is seeking authorization to extend a contract with New Venture Advisors (NVA), a consultant, for one additional year to administer and support various local food system and agricultural projects on behalf of the County; and

WHEREAS, Kane County authorized an initial one-year service contract (see attached Resolution No. 24-049) in April 2024; and

WHEREAS, the one-year extension of NVA’s contract would not authorize any additional payments to the consultant, including any subcontractors, beyond the current contract not-to-exceed amount of \$305,000, nor would it alter any of the other previously approved agreement terms; and

WHEREAS, NVA has previously provided Kane County with a range of consulting services in support of food system plans and projects including a Food Hub Feasibility Study, Fresh and Local Rx prescription produce program management and assessment, Farmer Needs Assessment, and Livestock Market Assessment; and

WHEREAS, NVA submitted a Qualifications Response Form for Kane County’s Agricultural Consultants Request for Qualifications (RFQ 24-015), which lists the Contractual Services (see attached) that the consultant is capable of providing on an as-needed basis as determined by the Development and Community Services Department.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board authorizes the Kane County Board Chairman to sign the attached agreement rider to approve a one-year extension of New Venture Advisors’ service contract.

Passed by the Kane County Board on February 11, 2025.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing a One-Year Contract Extension with New Venture Advisors to Provide Continued Food and Agriculture Consulting Services

Committee Flow:

Agriculture Committee, Executive Committee, County Board

Contact:

Matt Tansley, Planner, 630-232-3493

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$305,000
If not budgeted, explain funding source: N/A	

Summary:

This resolution would authorize a one-year extension of Kane County's consulting contract with New Venture Advisors (NVA). The extension would retain the previously approved limit of \$305,000 for consulting fees, including for services provided by subcontractors. Under the extension NVA would be utilized to fulfill contractual services outlined in the prior approved agreement under the direction of the Department of Development and Community Services.

County of Kane
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER

719 S. Batavia Ave., Bldg. A
Geneva, IL 60137



Phone: (630) 232-5929
Fax: (630) 208-5107

Extension of Contract 24-015-TS for Agriculture Project Consulting Services

This RIDER made this 14th day of January, 2025 is part of and is to be attached to the Offer to Contract Form (RFQ 24-015-TS) made on April 12, 2024, per Resolution 24-049, by and between County of Kane and New Venture Advisors of Chicago, IL to provide Agriculture Project Consulting Services to Kane County.

The County hereby requests and New Venture Advisors agrees and offers to provide Agriculture Project Consulting Services at the same terms, pricing, and conditions for a one-year extension of the original contract.

The parties hereto mutually agree to the renewal of the aforesaid Contract of which this RIDER is made part of, is and shall be and remain in full force and effect in accordance with all the terms, pricing and conditions thereof, only as in this RIDER specifically provided.

Kathryn Nyquist
New Venture Advisors LLC
Chicago, IL

Date

Corinne Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Date

REFERENCE ONLY

STATE OF ILLINOIS)
COUNTY OF KANE)

SS.

RESOLUTION NO. 24-049

AUTHORIZING A CONTRACT WITH NEW VENTURE ADVISORS, LLC TO PROVIDE FOOD AND AGRICULTURE PROJECT CONSULTING SERVICES

WHEREAS, Kane County Development and Community Services Department is seeking to authorize a contract with New Venture Advisors LLC, a consulting firm, to provide one or more project services identified in Exhibit A, attached hereto; and

WHEREAS, New Venture Advisors has demonstrated relevant experience and the capabilities to deliver quality services as shown through project samples and references submitted in response to Kane County's solicitation for qualified service providers (RFQ #: 24-015-TS - Agricultural Consultants); and

WHEREAS, The Department has identified priority needs for specialized contractual services to administer various agricultural programs and planning efforts including items provided in Exhibit A - NVA attached hereto; and

WHEREAS, New Venture Advisors has indicated which consulting services they are willing and able to provide in their RFQ submission, which are aligned with the priority service needs identified by the Department; and

WHEREAS, The Department has put forth a concurrent resolution "Authorizing the Approval of Qualified Vendors to Provide Technical Services for Food and Agriculture Projects," of which New Venture Advisors was included, to be considered by the County Board; and

WHEREAS, The Department will make determinations as to which project needs will be prioritized and fulfilled by New Venture Advisors, with consideration for the requirements of approved funding sources and time needed to complete project deliverables.

NOW, THEREFORE, BE IT RESOLVED, by the Kane County Board that the Kane County Board Chairman is hereby authorized to execute a contract with New Venture Advisors, LLC, not to exceed \$305,000 (Three Hundred Five Thousand Dollars), in the form it is attached in as Exhibit A.

Line Item: Fund 400, Fund 435, or ARPA grants

Line Item Description: N/A

Was Personnel/Item/Service approved in original budget or a subsequent budget revision? No

Are funds currently available for this Personnel/Item/Service in the specific line item? Yes

If funds are not currently available in the specified line item, where are the funds available?

N/A

Passed by the Kane County Board on February ²⁷~~13~~, 2024.



JD

Clerk, County Board
Kane County, Illinois



Kane County, Illinois

Vote:

PASSED

EXHIBIT A

**CONTRACT FOR PROFESSIONAL SERVICES
RFQ 24-015
Agreement for Agricultural Project Consulting Services**

This agreement is entered into and will be effective as of the date of final execution of this contract, between the **COUNTY OF KANE** (the "**County**"), a body corporate and politic existing under the laws of the State of Illinois and a unit of local government under §1 of Article VII of the Illinois Constitution (Ill. Const., Art. VII, §1), and New Venture Advisors, LLC (the "**Consultant**"). For and in consideration of the mutual promises set forth herein, the parties agree as follows:

§ 1. Purpose of agreement

The County hereby retains the Consultant to fulfill a variety of project planning and implementation functions supporting key agriculture and food system goals. The purpose of the contract is to provide ongoing project management and advisory services at the direction of the Director of Development and Community Services Department, Kane County Board Chairman, and the Kane County Board.

§ 2. Scope of services

The services to be provided by the Consultant (the "Work"), are set forth in Exhibit 2 - NVA.

§ 3. Term of this agreement

The term of this agreement will commence as of the date of this of final execution contract and continue, unless earlier terminated in accordance herewith, for one year with an option to extend for one (1) additional one (1) year renewal period if mutually agreed upon by both parties

§ 4. Relationship of parties

The Consultant will serve as a professional agricultural programs and planning consultant to the County in the performance of the Work. The relationship between the parties is that of a buyer and seller of professional services and as such the Consultant is an independent contractor of the County in the performance of the Work and it is understood that the parties have not entered into any joint venture or partnership. The Consultant is not an employee or the agent of the County for any purpose.

§ 5. Compensation

- (a) The County will pay the Consultant an amount not to exceed (\$305,000.00) for which the Consultant will be retained for one year with an option to extend for one (1) additional one (1) year renewal period if mutually agreed upon by both parties. The Consultant will submit to the County an itemized monthly invoice reflecting the work completed within the preceding calendar month and the time spent thereon. The monthly invoice will also include a summary of all previous invoices up to, and including, the invoice for the current month. The Work will be billed at the hourly rates set forth in Exhibit 1. The County will pay each such invoice within 60 days of its receipt.

§ 6. Time for completion of the work

The Work for specific tasks or projects will be completed upon agreed upon dates for each specific task or project.

§ 7. Terms and conditions

- (a) The Director of the Kane County Department of Development & Community Services (the "*Director*"), or his written designee, shall act as the County's representative with respect to the Work and shall transmit to and receive from the Consultant information with respect to the Work. The Consultant shall coordinate all work through the Client and shall report results of all work directly to the Director.
- (b) The Director may, by written order, make changes in specific work items if such changes are within the scope of services set forth in **Exhibit 2 - NVA**. If any such change is not within the scope of services, the Consultant will so notify the Director and will submit a proposed change order reflecting an increase (or decrease) in the work. Hourly rates for additional work will be those set forth in **Exhibit 1**. No such change order will be effective to modify this agreement unless it has first been reduced to writing and approved by all undersigned parties.
- (c) The County may, anytime and without cause, upon a 30-day notice to the Consultant terminate this agreement before completion of the Work. Upon termination, the Consultant will cease all work under this agreement and will turn over to the County all information, records, documents, data, property, publications or other material theretofore received or prepared by the Consultant under or resulting from this agreement, all of which will become the property of the County. The Consultant will submit a final invoice for all work done through the date of termination which will be paid within 60 days of its receipt. In the event of termination, only actual time spent and expenses incurred in the performance of the Work prior to termination will be compensated. The County will have no liability for lost profits, overhead or other consequential or incidental damages. In the event of termination, the County will be free to abandon the work or retain another consultant to complete the Work.
- (d) The obligations of the County under this agreement are contingent upon the prior appropriation of funds by the Kane County Board if applicable.
- (e) The Consultant will maintain books, records, documents, time sheets and other evidence pertinent to its performance of the Work according to generally accepted accounting principles and practices consistently applied. The County or its authorized representatives will have access to such books, records, documents and other evidence for inspection, audit, and copying. The Consultant will provide appropriate facilities for such access and inspection during normal business hours.

§ 8. Ownership of Documents and Confidentiality

All documents, including all original drawings, specifications, tables and data prepared or collected in the course of the Work are and remain the property of the County; shall be maintained as confidential property of the County, shall not be disclosed in whole or in part, to any non-parties to this agreement except at the direction of the County. All data obtained from the County, including digital mapping information, is to be used solely for the purpose of the Work, and shall not be retained by the Consultant for use in any other manner.

§ 9. Responsibility of Consultant

The Consultant shall perform the Work in accordance with generally accepted and currently recognized practices and principles applicable to the performance thereof and in a manner consistent with that level of care and skill ordinarily exercised by professionals currently performing such work in the same locality under similar conditions. The Consultant represents and warrants that it has thoroughly reviewed the Work; that it is thoroughly familiar with the field of knowledge bearing upon the performance of the Work; that it has any licenses, permits or approvals necessary or appropriate to perform the Work; and that it can produce the Work within the term of this agreement and for the compensation stated herein.

§ 10. Indemnity

The Consultant shall indemnify, defend (with counsel reasonably satisfactory to those parties to be defended), and hold the County, its elected officials, the Committee, the Director, and their respective agents and employees, harmless from any and all claims, demands, liabilities, damages, loss, cost or expense for or on account of any injury or damage which may arise or which may be alleged to have arisen out of or in connection with, or as a result of any negligent acts, errors and/or omissions of the Consultant, its subcontractors, and their respective employees and agents, in performing the Work, including, but not limited to, claims for releases or disposal of hazardous substances or wastes under CERCLA, RCRC, or any similar federal or state environmental law or regulation.

§ 11. Insurance

The Consultant will obtain prior to the commencement of the Work and will maintain for a minimum of 3 years following completion of the Work the following insurance coverage:

- (a) Professional Liability \$1,000,000 per claim;
- (b) General Liability \$1,000,000 combined single limit (or equivalent);

Prior to commencement of the Work, the Consultant will furnish the County with a certificate of insurance evidencing the coverage listed above which names the County as an additional insured and provides that the County will receive not less than 30 days' prior written notice of any cancellation of or material change in the policy.

§ 12. Equal Employment Opportunity

The Consultant shall comply with the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.) and any rules and regulations promulgated in accordance therewith, including the Equal Employment Opportunity Clause (44 Ill. Adm. Code 750 Appendix A).

§ 13. No subcontracts

The Consultant will be held responsible for the performance of the Work. No part of the Work may be the subject of a subcontract between the Consultant and any other person without the prior written consent of the County.

§ 14. Notice

Any notice, invoice, certification or communication required or permitted hereunder shall be sufficiently given if served personally, sent *via* email, or by first class mail, postage prepaid to the Kane County Department of Development & Community Services, attention Mark VanKerkhoff, Director, Kane County Government Center, 719 S. Batavia Ave., Geneva, IL 60134.

Notice *via* fax shall be effective as of the date and time set forth on the fax transmittal sheet produced by the sending fax machine. Notice by first class mail shall be effective four days after mailing.

§ 15. Miscellaneous

- (a) This agreement, in addition to the solicitation issued by the County (RFQ#24-015) and the Consultant's response, constitute the entire agreement between the parties and supersedes any prior agreement relating to the subject matter hereof. This agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.
- (b) The agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any action brought under or which relates to this agreement shall be brought in Kane County, Illinois.
- (c) This agreement shall be binding upon and shall inure to the benefit of the parties and their successors and assigns, provided, however, that neither party may assign this agreement without the prior written consent of the other.
- (d) The waiver by one party of any breach of this agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance and shall not be deemed to be a waiver of any future breach or a waiver of any provision of this agreement.
- (e) Nothing in this agreement shall be construed as creating any personal liability on the part of any officer, employee or agent of any public body that may be a party to this

agreement, nor shall it be construed as giving any rights or benefits under this agreement to anyone other than the parties hereto.

(f) All exhibits referred to in this agreement are attached and by this reference incorporated herein as though fully set forth.

(g) This agreement may be executed in any number of counterparts, all such counterparts taken together constituting but one and the same agreement.

The County of Kane

oo
[Redacted Signature]

April 2, 2024
Date

New Venture Advisors, LLC

[Redacted Signature]

Principal

March 22, 2024
Date

Background

Kane County has made longstanding commitments to ensure that productive agricultural land thrives economically as well as compliments the wellbeing of residents and visitors. To date, Kane County remains the only federally-backed farmland conservation easement program in the State of Illinois. The Farmland Protection Program has permanently preserved over 6,000 acres of working farmland since its enactment in 2001. In 2013, the Kane County Board passed the Growing for Kane Ordinance, a companion Initiative that provided the County with a new set of tools to directly support the production of local foods, and build pathways for fresh, healthy foods into Kane County communities. Kane County's Comprehensive Plan establishes food and agriculture priorities, outlining core objectives to direct policy and program actions. The Plan recognizes the vital role that agricultural lands play in Kane County's economy, underscoring the need to prevent the unnecessary conversion of farmland to non-agricultural uses.

Areas of Need

Kane County anticipates the need for specialized contractual services over the next few years to administer various agricultural programs and planning efforts. The Development and Community Services Department will continue to rely on technical experts to advance key planning and economic development objectives benefiting the Ag. sector. This includes the County's effort to launch a new county-level economic development authority. Kane County is currently working to complete a Strategic Economic Development Plan outlining pathways to strengthen key economic sectors, including agriculture.

The Development Department is also actively engaged in addressing local food system needs and opportunities for growing agricultural businesses. Recent projects have included a farm business relief grant program as well as an ongoing Livestock Market Assessment. Kane County is also piloting efforts to incentivize the adoption of sustainable soil health management practices.

Contractual Services

Please review the list below and select the services that you or your organization is qualified to provide. Based on your selections Kane County may request a consulting proposal for related work at a later date.

- Provide local food system and agricultural business advisory services (on policies and programs) to the Kane County Agriculture Committee and Director of the Development and Community Services Department.
 - Advise the development and implementation of programs that increase the accessibility of healthy, local foods in underserved communities.
 - Review and evaluate the draft Kane County Strategic Economic Development Plan and recommendations in respect to initiatives identified for agriculture.
-

- Identify business development and expansion opportunities in the agriculture, local food production, and agriculture technology sectors, working with the Greater Chicagoland Economic Partnership and World Business Chicago.
- Provide ongoing advisory services to Kane County officials on the role of agricultural sector partners in the formation and launch of a public/private partnership economic development organization for Kane County.
- Identify and evaluate funding opportunities offered by public and private entities.
- Identify and evaluate new revenue streams for supporting Kane County-led agricultural programs.
- Provide grant-writing services for funding applications that further the strategic growth of Kane County's Agriculture Programs.
- Administering economic relief and business development grant programs for agriculture-based businesses and food service organizations.
- Provide training / technical assistance for local food growing organizations (e.g. business/strategic planning, financial management, sales and marketing, technology and innovation ... etc.).
- Provide technical guidance and site monitoring services for the measurement of soil organic composition and nutrient loads, water quality, and other soil health indicators.
- Provide technical guidance in designing and deploying measurement tools for tracking carbon sequestration, greenhouse gas emissions, and other climate mitigation metrics.
- Create conservation plans with soil health, water quality, and habitat improvement goals for working farms.
- Conduct stakeholder interviews, facilitated discussions / focus groups, and design engagement surveys.

Assessment Criteria (General Consideration)

- Consulting Firm Experience
- Qualifications of Personnel
- Project References

II. Evaluating and Processing of RFQ's

The County will review and evaluate each RFQ it receives. The evaluation of the RFQs will take into account the depth of knowledge and ability to meet the requirements outlined in the requirements section.