



LAKE COUNTY FOREST PRESERVES  
www.LCFPD.org

Preservation, Restoration, Education and Recreation

**DATE:** November 6, 2017

**Agenda Item#** 9.6

**MEMO TO:** Carol Calabresa, Chair  
Planning Committee

**FROM:** Randall L. Seebach  
Director of Planning and Land Preservation

**RECOMMENDATION:** Recommend approval of a Resolution approving an Extended License Agreement with the Illinois Department of Natural Resources (IDNR) that allow the District to install and maintain a public trail within IDNR's road easement at Spring Bluff Forest Preserve.

**STRATEGIC DIRECTIONS SUPPORTED:** Public Access and Connections

**FINANCIAL DATA:** There is no financial impact.

**BACKGROUND:** In November 1986, the State Legislature passed Public Act #84-1241, which authorized the District to donate, and the Illinois Department of Conservation (the predecessor agency to the Illinois Department of Natural Resources) to accept, a portion of Spring Bluff Forest Preserve on the Lake Michigan lakeshore for the construction of a public marina, as well as an access easement, for IDNR's use, over and across an existing road located on the portion of Spring Bluff Forest Preserve retained by the District.

For many years, the road has been largely unused. The District has proposed to IDNR that the road be converted to a recreational trail, which will connect to existing trails located on the adjoining Adeline Jay Geo-Karis Illinois Beach State Park, and will provide access to a wildlife observation structure planned at Spring Bluff.

The District and IDNR staffs have negotiated an "extended license agreement" allowing the District to convert a 0.64-mile long, 24-foot wide portion of the road (which is deteriorated asphalt) into a new 14-foot wide crushed stone and asphalt multi-use trail. As part of a January 2015 Open Space Lands Acquisition and Development (OSLAD) grant award, in addition to the conversion of the road to a trail, a wildlife observation structure and interpretive signs will be constructed and installed adjacent to the new trail.

Work on the trail is anticipated to begin in late 2017 with completion by late summer 2018.

**REVIEWED BY OTHERS:** Executive Director, Chief Operations Officer, Director of Finance, Corporate Counsel

STATE OF ILLINOIS )  
  )   SS  
COUNTY OF LAKE    )

**BOARD OF COMMISSIONERS  
LAKE COUNTY FOREST PRESERVE DISTRICT  
REGULAR NOVEMBER MEETING  
NOVEMBER 14, 2017**

**MADAM PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:**

Your **PLANNING COMMITTEE** presents herewith “a Resolution approving an Extended License Agreement with the Illinois Department of Natural Resources for the Conversion of an Existing Road to a Recreational Trail at Spring Bluff Forest Preserve” and requests its approval.

**PLANNING COMMITTEE:**

**Date:** \_\_\_\_\_     **Roll Call Vote: Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_**  
 **Voice Vote Majority Ayes; Nays: \_\_\_\_\_**

**LAKE COUNTY FOREST PRESERVE DISTRICT  
LAKE COUNTY, ILLINOIS**

**A RESOLUTION APPROVING AN EXTENDED LICENSE AGREEMENT WITH  
THE ILLINOIS DEPARTMENT OF NATURAL RESOURCES FOR THE  
CONVERSION OF AN EXISTING ROAD TO A RECREATIONAL TRAIL AT  
SPRING BLUFF FOREST PRESERVE**

**WHEREAS**, the Lake County Forest Preserve District (the "District") owns property in Lake County, Illinois known as Spring Bluff Forest Preserve (the "Preserve"); and

**WHEREAS**, in November, 1986, the District and the Illinois Department of Natural Resources ("IDNR") entered into an Easement Agreement allowing IDNR to use, operate, and maintain an existing road within the Preserve (the "Road"); and

**WHEREAS**, the District desires to construct a wildlife observation structure within the Preserve and to convert the Road to a multi-use recreational trail that will connect to other trails and provide access to the wildlife observation structure; and

**WHEREAS**, the District and IDNR have negotiated an Extended License Agreement in the form attached hereto (the "Agreement"), that allows for the conversion of the Road to a recreational trail, but reserves to IDNR certain rights to resume future use of the easement for the Road; and

**WHEREAS**, it is in the best interests of the District to approve the Agreement in substantially the form attached hereto;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Lake County Forest Preserve District, Lake County, Illinois THAT:

Section 1. Recitals. The recitals set forth above are incorporated as part of this Resolution by this reference.

Section 2. Approval of License Agreement. The Agreement is hereby approved in substantially the form attached hereto. The President and Secretary of the District are hereby authorized and directed to execute and attest to, on behalf of the District, the Agreement in substantially the form attached hereto.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2017

AYES:

NAYS:

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
Ann B. Maine, President  
Lake County Forest Preserve District

ATTEST:

\_\_\_\_\_  
Julie Gragnani, Secretary  
Lake County Forest Preserve District

Exhibit No. \_\_\_\_\_

STATE OF ILLINOIS  
DEPARTMENT OF NATURAL RESOURCES  
**EXTENDED LICENSE AGREEMENT**

THIS AGREEMENT is entered into by and between the STATE OF ILLINOIS, DEPARTMENT OF NATURAL RESOURCES (hereinafter referred to as "IDNR") and LAKE COUNTY FOREST PRESERVE DISTRICT, (hereinafter referred to as "LICENSEE");

WITNESSETH:

WHEREAS, LICENSEE previously granted to the Illinois Department of Conservation a permanent easement for public road purposes pursuant to that certain "Road Easement Agreement" recorded with the Lake County Recorder as Document No. 2541218 (the "Easement"); and

WHEREAS, IDNR has jurisdiction over the Easement, as the successor agency to the Illinois Department of Conservation; and

WHEREAS, the Easement is not otherwise needed immediately or in the near future for development by IDNR; and

WHEREAS, both parties understand that the transfer or assignment of this Agreement in any manner, by operation of law or otherwise, or the subletting of the Easement may not be accomplished without the written consent of IDNR; and

WHEREAS, IDNR is authorized and empowered to enter into this License Agreement pursuant to and under the Statutory authority of 20 ILCS 805/805-260; and

WHEREAS, LICENSEE is authorized and empowered to enter into this Agreement and to perform the covenants and promises herein made and undertaken by virtue of the signature authorization attached hereto as Exhibit A;

NOW THEREFORE:

For and in consideration of the mutual covenants and undertakings herein contained, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, IDNR hereby licenses to LICENSEE the Easement. The Easement is located on the real property (hereinafter designated the PREMISES), which is legally described as follows:

A section of land .64 miles long and twenty-four feet (24') wide known as Spring Bluff Drive located in Sections 3 and 10, Township 46 North, Range 12 East of the Third Principal Meridian, Lake County, Illinois.

The PREMISES is generally depicted on the attached Exhibits B1 and B2.

It is understood and agreed that IDNR is not making any representations with respect to the condition of the title or boundaries of the PREMISES, and, accordingly, IDNR shall not be held liable for any damages or liabilities resulting from any actions, legal or otherwise, that arise because of any adverse claims concerning the title or boundary of the PREMISES.

The term of this License Agreement shall commence on the date of execution and shall continue in force for 25 years unless terminated or revoked as provided for herein. This License Agreement may be renewed for an additional 25 years upon consent of IDNR and Licensee.

In consideration of the mutual benefits accruing to each party under this Agreement and the expenses to be incurred by LICENSEE in the performance of the rights and duties agreed upon herein, LICENSEE shall not be required to pay an additional license fee for the use of the PREMISES authorized in this Agreement.

IT IS FURTHER AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. PURPOSE: LICENSEE may occupy the PREMISES to operate and maintain the "Trail," "Observation Structure Access Ramps," "Signage", and "Security System" as defined and specified in Section 22, SPECIAL CONDITIONS and as shown and described in Exhibits B1 and B2, it being specifically understood that the PREMISES shall not be used for the burning of refuse, deposition of debris or other material, or for any unsanitary or unhealthful purposes by LICENSEE in the use or occupancy of the PREMISES. LICENSEE may use the Easement for construction access, staging, storage, and other activities necessary or desirable for constructing the Trail, the "Observation Structure" (as defined in Section 22), the Observation Structure Access Ramps, the Signage, and the Security System. Any other uses of the PREMISES, and all plans in connection herewith, shall be subject to the prior written approval of IDNR. An unauthorized or impermissible use of the PREMISES may be deemed by IDNR to be a material breach of this Agreement.

2. OPERATION AND MAINTENANCE: Except as provided in Sections 1 and 22, SPECIAL CONDITIONS, and shown in Exhibits B1 and B2, LICENSEE shall in no way alter or modify any existing structure(s) located on the PREMISES, nor shall LICENSEE modify the land within the PREMISES, except for ongoing tillage and cultivation, without the prior express written consent of IDNR.

If LICENSEE wishes to make any such alterations and/or modifications within the Easement (other than the Trail, Observation Structure Access Ramps, Signage, and Security System, which IDNR has already approved), LICENSEE shall first contact IDNR's Division of Realty to ensure compliance with applicable statutes and regulations including, but not limited to, consultation requirements of the Illinois Endangered Species Protection Act, 520 ILCS 10/11, and the consultation, mitigation and compensation provisions of the Interagency Wetland Policy Act of 1989, 20 ILCS 830/1-1 *et seq.*, and with the State Agency Historic Resources Protection Act. Nothing herein contained shall be construed to mean that IDNR shall be responsible for compliance with all applicable State or Federal statutes and regulations; that responsibility shall remain with LICENSEE.

LICENSEE shall not, in any manner, obstruct the programs of IDNR. It is understood and agreed that IDNR reserves the right (subject to the time limits and other requirements set forth in Section 15) to require LICENSEE to remove, relocate or modify any structures, improvements or facilities upon, under or across the PREMISES, at LICENSEE's sole expense, if IDNR determines, in its sole discretion, that such actions are appropriate and necessary to preserve the integrity, character, function or use of the PREMISES. To the extent IDNR has surplus, vacant land available, IDNR shall provide suitable replacement lands for use by LICENSEE in the event of any relocation pursuant to this Section.

Maintenance of LICENSEE's facilities within the PREMISES and repair of any damage caused by LICENSEE to the PREMISES shall be the responsibility of LICENSEE and shall be subject to the reasonable direction and approval of IDNR. Any maintenance activities of LICENSEE, including all excavation and vegetation management activities, shall be preceded by advance notice to the IDNR Emergency Contact and shall be done in a manner which complies with any special concerns of IDNR. Such concerns may include, but are not limited to, requiring the scheduling of such activities to be compatible with anticipated activities of IDNR or its invitees or licensees and restricting the seasons, types, extent and methods of vegetation control employed by LICENSEE. LICENSEE shall be responsible for the prompt payment of any and all utility bills for services provided to LICENSEE at the PREMISES.

3. CONDITIONS OF PREMISES: IDNR makes no guarantees or assurances regarding the condition of any improvements situated on the PREMISES.

4. SITE INSPECTION FOR UTILITIES: LICENSEE acknowledges that it has inspected the PREMISES for transmission of oil, gas, utilities, etc. by other persons across said PREMISES, and is accepting the PREMISES with no representation or warranty as to prior or existing use or condition of said PREMISES.

5. RESERVED RIGHTS: IDNR shall not grant any other right to use the Easement or the PREMISES, including any leases, permits, or rights-of-way in and to the PREMISES.

6. LAWS AND REGULATIONS: LICENSEE, in the use and occupancy of the PREMISES, shall comply with all applicable requirements of all laws, ordinances, rules and regulations.

7. INDEMNIFICATION: LICENSEE will indemnify and hold harmless, protect and defend, at LICENSEE's own cost and expense, IDNR, its property, agents, employees, assigns, successors, transferees, licensees, invitees, or other persons or property standing in the interest of the State of Illinois, from any and all risks, suits, damages, expenses or claims to the extent caused by the negligence of LICENSEE, or arising in any way from the granting of this License, except to the extent caused by the negligence of IDNR. This shall not be construed to limit the legal remedies otherwise available to LICENSEE in defense against damage claims brought by third parties. If this Agreement is with a governmental unit only, it is understood and agreed that neither party to this Agreement shall be liable for any negligent or wrongful acts either of commission or omission of the other party unless such liability is imposed by law.

8. TAXES: Upon notice to LICENSEE of the amount(s) due, LICENSEE shall pay and discharge, when due and payable, LICENSEE's proportionate share of any real estate taxes, assessments, and other governmental charges which may be levied, assessed or become liens upon the PREMISES or any part thereof, and any taxes and licenses growing out of or in connection with LICENSEE's operation of its facilities upon the PREMISES during the term of this Agreement with respect to any tax year, or any portion thereof; provided, however, that no law or regulation postponing the date of payment of such taxes, assessments, or charges until after any termination of this Agreement shall relieve LICENSEE of LICENSEE's obligation to make such payment. LICENSEE shall, at any time upon request of IDNR, exhibit to IDNR for examination receipts of payments of all such taxes, assessments and charges.

9. DISCRIMINATION: IDNR and LICENSEE shall not discriminate unlawfully on the basis of race, color, sex, national origin, age or handicap in admission to, or treatment or employment in, programs or activities.

10. CERTIFICATIONS: LICENSEE certifications attached as Exhibit C are incorporated hereto by reference hereto.

11. ENVIRONMENTAL: Except in the operation, and maintenance of the Trail, Observation Structure Access Ramps, Signage, and Security System, and except during their construction and the construction of the Observation Structure, LICENSEE shall not trim or cut any trees or shrubs, alter or impede water flowage, apply chemicals or disturb the terrain in any manner without prior approval of IDNR.

12. RESTORATION OF PREMISES: LICENSEE shall restore any disturbances of the PREMISES caused by LICENSEE, or resulting from the granting of this License, to the reasonable satisfaction of IDNR.

13. SUCCESSORS: All the covenants and conditions of this License Agreement shall be binding on and extend to the successors, assigns, contractors, and legal representatives of the parties hereto.

14. INSURANCE: LICENSEE shall, at all times during the term and any renewals, maintain and provide a Certificate of Insurance naming the State of Illinois as additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 day notice has been provided to the State. LICENSEE shall provide: (a) General Commercial Liability-occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. IDNR agrees that LICENSEE satisfies its obligations under this Section by providing the insurance identified on the certificate of insurance from the Park District Risk Management Agency, the risk pool of which LICENSEE is a member. Insurance shall not limit LICENSEE's obligation to indemnify, defend, or settle any claims.



15. CANCELLATION: Should it be determined by IDNR that the PREMISES are required for public purposes incompatible with this Agreement, LICENSEE shall, upon demand by IDNR, surrender the PREMISES and remove LICENSEE's personal property therefrom within one hundred and twenty (120) days of said demand. This Agreement shall be revocable for noncompliance by LICENSEE with any of the terms herein within thirty (30) days of notice of noncompliance and failure to cure or commence cure, or cessation of use or abandonment by LICENSEE, or bankruptcy of LICENSEE, either voluntary or involuntary, whether through discharge or restructuring of debt. LICENSEE shall have the right to terminate this Agreement prior to the expiration date by giving IDNR sixty (60) days of advance written notice of the date of termination. LICENSEE may properly abandon all or any portion of its facilities upon expiration or early termination of this Agreement upon the prior written consent of IDNR.

16. PUBLIC SAFETY: Should it be determined reasonably by IDNR that a particular use of the PREMISES by LICENSEE is, or will be, hazardous to the public or the property, LICENSEE upon notice by IDNR, shall install safety devices or make modifications at LICENSEE's sole expense to render the PREMISES safe for, and compatible with, public use. In the event LICENSEE fails to install such safety devices or make required modifications within thirty (30) days, or, if such modifications cannot be completed within said time frame, LICENSEE fails to begin working expeditiously to render the PREMISES safe for the public, IDNR may install such safety devices or make such modifications at LICENSEE's expense, and may cancel this Agreement, and all rights of LICENSEE hereunder shall be forfeited.

17. RENEWAL AND RATE ADJUSTMENT: This Agreement may be renewed at the end of its term, providing that sixty (60) days advance notice to IDNR has been given. However, any renewal shall be at the express written consent and approval of both parties hereto, and IDNR reserves the right to adjust rental rates on an annual basis to reflect current land values and/or conditions and circumstances. No holding over by LICENSEE shall operate to renew this License.

18. MARKING: During any trench or plow installation or relocation of any underground utility line, LICENSEE shall install marking tape at least twelve (12) inches above and directly over the utility and not more than twenty-four (24) inches below normal grade. Said tape shall be identified by permanent lettering and color coding as follows:

- Red - Electric power
- Yellow - Gas, oil, hazardous materials
- Orange - Telecommunications, signals
- Blue - Water
- Green - Sewer

Such markers, except as otherwise agreed or specified herein, shall meet applicable standards of the American Public Works Association.

19. NOTIFICATION: All notices shall be addressed as follows:

IDNR:

Department of Natural Resources  
Concession & Lease Management  
One Natural Resources Way  
Springfield, IL 62702-1271  
Telephone: 217/782-0179

Emergency Contact: Saki Villalobos  
Location: Illinois Beach  
Telephone: 847/662-4811

LICENSEE:

Lake County Forest Preserve District  
1899 West Winchester Road  
Libertyville, Illinois 60048  
Telephone: 847/367-6640

Emergency Contact: Randy Seebach  
Location: \_\_\_\_\_  
Telephone: \_\_\_\_\_

20. AMENDMENTS: This Agreement, and the Easement, set forth all agreements between the parties regarding the subject matter of this Agreement. No change, modification or amendment to this Agreement shall be valid and binding unless set forth in writing and signed by all parties.

21. APPLICABILITY AND SEVERABILITY: IDNR and the LICENSEE mutually acknowledge that various standard provisions of this Agreement may or may not be pertinent to the proposed purpose, and that each such provision shall be interpreted as it reasonably pertains to the PREMISES. If any provision of this Agreement should be found illegal, invalid or void, said provision shall be considered severable. The remaining provisions shall not be impaired and the Agreement shall be interpreted to the extent possible to give effect to the parties' intent.

22. SPECIAL CONDITIONS:

a. The LICENSEE will expand passive-only recreation opportunities at Spring Bluff Nature Preserve by converting an existing 24-foot wide asphalt road approximately 0.64 miles in length located within the Easement into a 14-foot wide hiking trail (the "Trail") and by constructing an observation structure (the "Observation Structure") that will be located outside the Easement and within the 40' x 45' area depicted on Exhibit B1, but that will be accessed in part by ramps that will be located in whole or in part within the Easement (the "Observation Structure Access Ramps"). LICENSEE may install appropriate signage to provide notice that general vehicular use of the Trail is prohibited and interpretive and directional signage along and near the Trail and Observation Structure (collectively, "Signage").

- b. An INPC management amendment must be approved before the LICENSEE begins any construction.
- c. The Trail design will consist of converting an existing .64 mile-long by 24-foot-wide HMA road to a 14-foot wide trail constructed largely of aggregate.
- d. The 14-foot Trail will serve as a secondary access to for all emergency vehicles. Other than for emergencies, vehicular access to the Trail is restricted. IDNR will not authorize others to use, the Easement, including the Trail, for vehicular access. The LICENSEE will design and construct a security system that permits passive recreational use of the Trail yet provides for access by vehicles during an emergency (the "Security System").
- e. IDNR and the LICENSEE will have access to the Easement, including the Trail at all times. Vehicular use of the Trail by the IDNR and LICENSEE will be exercised only during an emergency and for patrol and maintenance of the Trail, Observation Structure, Observation Structure Access Ramps, Signage, and Security System.
- g. LICENSEE will be responsible for maintenance, operation and repair of the Trail during the period of this Extended License Agreement.

Agreement Number: 925A  
Site Name: Spring Bluff Forest Preserve  
Location Code:

IN WITNESS WHEREOF, the foregoing Agreement is hereby executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**LICENSEE:**

**STATE OF ILLINOIS:**

Lake County Forest Preserve District

DEPARTMENT OF NATURAL RESOURCES

BY: \_\_\_\_\_  
Ann B. Maine, President

APPROVED: DIRECTOR, IDNR  
Title: \_\_\_\_\_ Director

Date: \_\_\_\_\_  
By: Connie Waggoner, Director  
Office of Realty and Environmental Planning

BY: \_\_\_\_\_

\_\_\_\_\_  
FEIN No.

Agreement Number:925A  
Site Name: Spring Bluff Forest Preserve  
Location Code:

**EXHIBIT A**

**SIGNATURE AUTHORIZATION**

As an official agent of Lake County Forest Preserve District,  
(Lessee or Licensee - Company / Corporation / Municipality)

I certify that Ann B. Maine is an authorized representative of said  
(Name of executive of official who will sign the agreement)

organization and is legally empowered to act on its behalf in executing this agreement.

Signed: \_\_\_\_\_  
Julie Gagnani

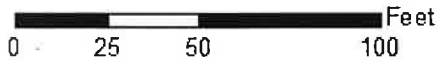
Title: Board Secretary

Date: \_\_\_\_\_


**EXHIBIT B1**  
**Depiction of a portion of the Trail and**  
**location of Observation Structure**



# Exhibit B1

Lake County Forest Preserve District  
1339 W Winchester Rd  
Libertyville, IL 60048  
847-367-8640  
www.lcfd.org



## Legend

 40' x 45' Platform

  Proposed 14' Gravel Trail

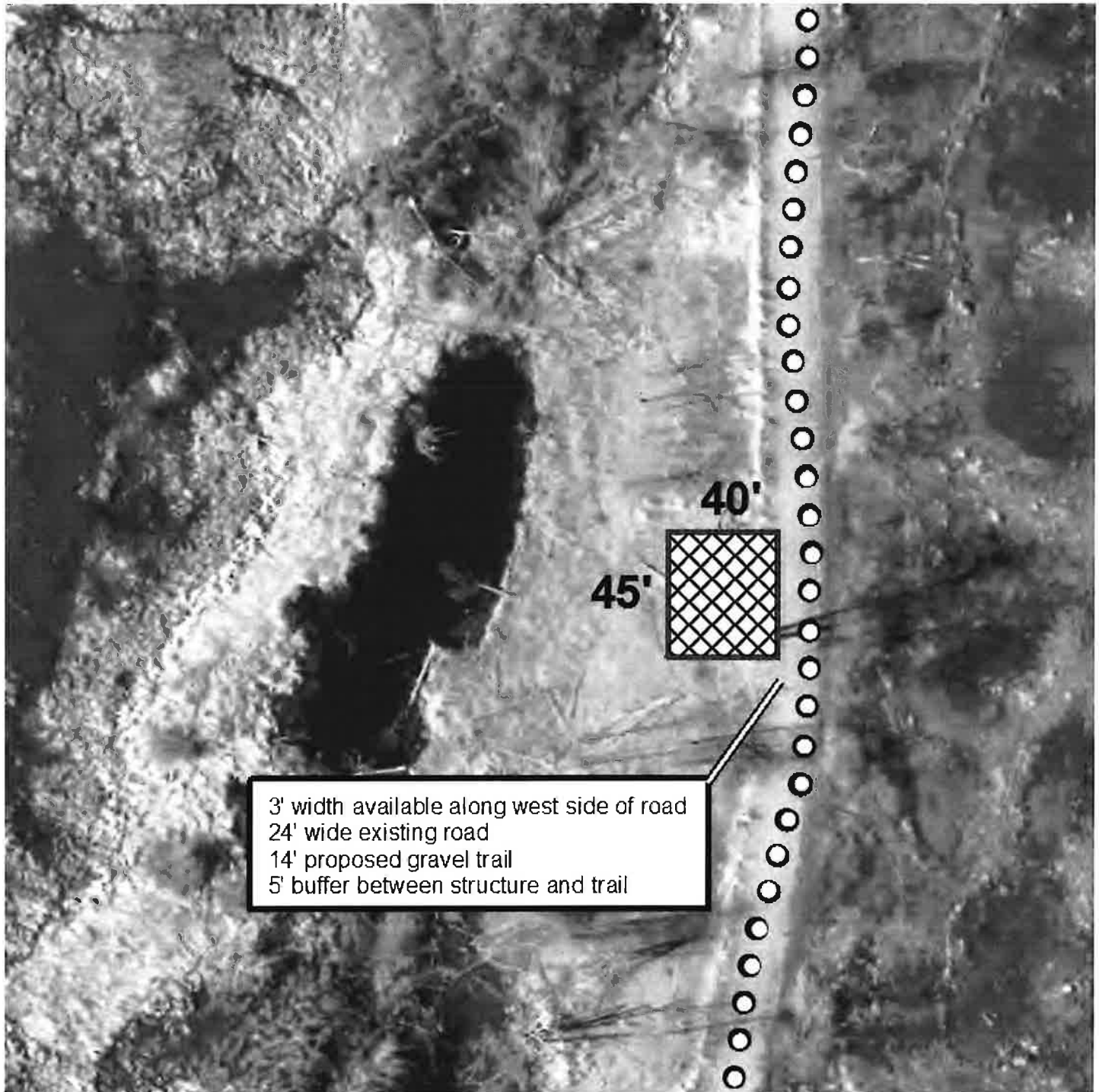


Courtesy Copy Only.  
Property boundaries indicated are provided for general location purposes. Wetland and flood limits shown are approximate and should not be used to determine setbacks for structure or as a basis for purchasing property.

2015 Aerial Photo

Prepared using information from:  
Lake County Department of Information & Technology: GIS/Mapping Division  
18 North County Street  
Waukegan, Illinois 60085-4357  
847-377-2373

Map Prepared 5 October 2017



**EXHIBIT B2**

**Depiction of the Premises**



# Exhibit B2

## Legend

..... Premises

□ Future Observation Platform

 Forest Preserve Boundary

 State Park

Lake County Forest Preserve District  
1899 W Winchester Rd  
Libertyville, IL 60048  
847-367-6640  
www.lcfd.org

Courtesy Copy Only.  
Property boundaries indicated are provided  
for general location purposes. Wetland  
and flood limits shown are approximate and  
should not be used to determine setbacks for  
structure or as a basis for purchasing property.

Prepared using information from:  
Lake County Department of Information  
& Technology: GIS/Mapping Division  
18 North County Street  
Waukegan, Illinois 60085-4357  
847-377-2373

2015 Aerial Photo

Map Prepared 5 October 2017

0 310 620 1,240 Feet



**STANDARD CERTIFICATIONS FOR INTERGOVERNMENTAL AGREEMENTS**

**Exhibit C**

Public Agency acknowledges and agrees that compliance with this section and each subsection for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Public Agency certifies compliance with this section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance.

If this contract extends over multiple fiscal years including the initial term and all renewals, Public Agency shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

1. As part of each certification, Public Agency acknowledges and agrees that should Public Agency provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
  - the contract may be void by operation of law,
  - the State may void the contract, and
  - the Public Agency or its agents may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2. Public Agency certifies it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this contract.
3. If Public Agency employs 25 or more employees and this contract is worth more than \$5000, Public Agency certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. (30 ILCS 580)
4. Public Agency certifies that the Public Agency is not participating or shall not participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
5. Public Agency certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
6. Public Agency certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).
7. Public Agency warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Contractors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
8. Public Agency certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract will comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at [www.dhs.state.il.us/itaa](http://www.dhs.state.il.us/itaa). (30 ILCS 587)

AGENCY

AGENCY

SIGNATURE

SIGNATURE

PRINTED NAME

PRINTED NAME

TITLE

TITLE