

## **Administrative Services Agreement**

### **McHenry County Enterprise Zone**

This Agreement for Administration of the McHenry County Enterprise Zone ("Agreement") is made and entered into on May 1, 2025, by and between the McHenry County Economic Development Corporation, an Illinois non-profit corporation ("Administrator"), and the McHenry County Enterprise Zone.

The McHenry County Enterprise Zone ("Zone"), formerly known as the Harvard/Woodstock Enterprise Zone, is a region designated by the Illinois Department of Commerce and Economic Opportunity pursuant to the Illinois Enterprise Zone Act (20 ILCS 655/1 et seq.); and endowed with certain benefits to expand economic development.

The McHenry County Enterprise Zone desires to engage the Administrator to provide administrative services for the Enterprise Zone under Sections 6 and 8 of the Illinois Enterprise Zone Act including the services below:

#### **Scope of services:**

Zone Administration Services encompass the day-to-day administration of the Zone, contractual services, and/or any applicable powers enumerated in the Illinois Enterprise Zone Act (20 ILCS 655/1 et seq.), for either the Zone or Designated Zone Organizations.

Duties include:

- Provide oversight and coordination for the Zone. Act as the primary liaison between designated municipalities, county, IDOR and any designated zone organizations.
- Maintain all data required for DCEO and IDOR reporting and submit the same as requested.
- Implement BMEC Exemption Application processes aligned with the Designating Unit building permit process with the primary purchaser of materials and all contractors and subcontractors involved with a project.
- Process property tax abatement requests for eligible projects in cooperation with the County Clerk and other participating taxing bodies.
- Where applicable, initiate performance-based Memorandums of Understanding (MOU) with entities receiving abatement to ensure annual performance reporting on jobs, projects and investments.
- Initiate claw-back provisions when applicable
- Monitor end user reporting to IDOR and enforce compliance
- Facilitate marketing of the Zone using web, social media, media, personal outreach, and other tools
- Monitor Zone-related legislation
- Collect all allowable fees and contributions and deposit them into the Zone account.
- Provide for all data backup and storage
- Engage with vendors for mapping and G.I.S. functions, in accordance with DCEO and IDOR submission/update requirements.
- Keep a detailed record of all active projects and provide reports.
- Maintain accurate records of financial transactions.
- Serve as the Freedom of Information Act (FOIA) Officer for the Zone. Manage and respond to all FOIA requests, ensuring timely provision of requested documents in compliance with applicable laws.

## **1. TERM**

1.1 This Agreement shall commence on May 1, 2025, and shall continue until April 30, 2026, unless terminated earlier as provided herein.

1.2. The parties may agree to renew this Agreement for additional one (1) year terms by mutual agreement, subject to the provisions of Section 5.3(c) of the Illinois Enterprise Zone Act regarding the duration of Enterprise Zones.

## **2. COMPENSATION**

2.1. The parties agree that the McHenry County Enterprise Zone shall compensate the Administrator for services rendered under this Agreement in the amount of Sixty thousand, nine hundred twenty-five Dollars (\$60,925.00) per year, payable in four quarterly installments.

2.2. The Administrator shall send quarterly invoices to the McHenry County Enterprise Zone detailing the services provided and the compensation due. The McHenry County Enterprise Zone shall pay all invoices within thirty (30) days of receipt.

## **3. TERMINATION**

3.1. Either party may terminate this Agreement, with or without cause, upon sixty (60) days' written notice to the other party, as authorized by Section 5.4(c) of the Illinois Enterprise Zone Act.

3.2. In the event of termination, the Administrator shall be entitled to compensation for services performed up to the effective date of termination.

## **4. CONFIDENTIALITY**

4.1. The Administrator acknowledges that, while providing services under this Agreement, it may receive confidential information from the McHenry County Enterprise Zone or from businesses applying for or receiving Enterprise Zone benefits. The Administrator agrees to maintain the confidentiality of all such information in accordance with Section 12-8 of the Illinois Enterprise Zone Act and any other applicable laws or regulations.

4.2. The Administrator shall not disclose any confidential information to any third party without the prior consent of the McHenry County Enterprise Zone and the affected business, except as required by law or court order.

4.3. The Administrator shall implement and maintain reasonable security measures to protect the confidentiality of all information received or maintained in connection with this Agreement.

## **5. COMPLIANCE WITH LAWS**

5.1. The parties agree that the Administrator shall comply with all applicable federal, state, and local laws, regulations, and ordinances in the performance of its obligations under this Agreement, including but not limited to the Illinois Enterprise Zone Act and the Illinois Human Rights Act.

5.2. The parties agree that the Administrator shall obtain and maintain all licenses, permits, and certifications necessary to provide the services required under this Agreement.

## **6. INDEPENDENT CONTRACTOR**

6.1. The parties agree that the Administrator is an independent contractor and not an employee or agent of the McHenry County Enterprise Zone. The Administrator shall be solely responsible for the payment of all taxes, benefits, and other compensation owed to its employees and subcontractors.

## **7. ASSIGNMENT**

7.1. The parties agree that the Administrator shall not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the McHenry County Enterprise Zone.

## **8. NOTICES**

8.1. Any notice required or permitted under this Agreement shall be in writing and shall be deemed given when delivered in person, sent by certified mail, or sent by email to the following addresses:

If to the McHenry County Enterprise Zone:

667 Ware Rd., Woodstock, IL 60098

Attn: Chairperson

If to the Administrator:

8900 Northwest Hwy 14, Suite A229, Crystal Lake, IL 60012

Attn: Executive Director

## **9. GOVERNING LAW**

9.1. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws principles.

## **10. DISPUTE RESOLUTION**

10.1. The parties agree to attempt in good faith to resolve any dispute arising out of or relating to this Agreement through negotiation between senior executives of the parties who have authority to settle the dispute.

10.2. The parties agree that if the dispute is not resolved by negotiation within thirty (30) days, the parties shall attempt in good faith to resolve the dispute through mediation administered by the American Arbitration Association under its Commercial Mediation Procedures.

10.3. The parties agree that if the dispute is not resolved by mediation within sixty (60) days, either party may pursue any legal or equitable remedies available to it in a court of competent jurisdiction.

## **11. ENTIRE AGREEMENT**

11.1. This Agreement, including any exhibits or attachments, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement.

11.2. The parties agree that this Agreement may not be amended or modified except by a written instrument signed by both parties.

The parties have executed this Agreement as of the date first above written.

McHenry County Economic Development Corporation

By: \_\_\_\_\_ Name: Title: Chairperson

McHenry County Enterprise Zone

By: \_\_\_\_\_ Name: Title: Executive Director