

**DOCUMENT VET SHEET**  
for  
**Karen McConnaughay**  
**Chairman, Kane County Board**

Name of Document: AFFIDAVIT IN SUPPORT OF  
Emergency Procurement

Submitted by: Shelia McCraven

Phone Number: 2-5932

Date Submitted: 3/24/11

Examined by: Shelia McCraven  
(Print name)

Shelia D McCraven  
(Signature)

3/24/11  
(Date)

Comments: AFFIDAVIT TO SUPPORT Procurement of  
KER to ASSIST WITH KCDEE fiscal activities.  
Engagement letter signed on 3/22. AFFIDAVIT NEEDS  
CHAIRMAN'S SIGNATURE FOR FILE

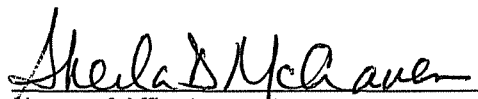
Chairman signed:  Yes  No 4-4-11  
(Date)

Document returned to: S. McCraven

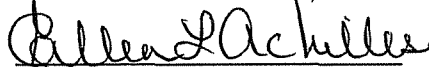
AFFIDAVIT IN SUPPORT OF EMERGENCY PROCUREMENT

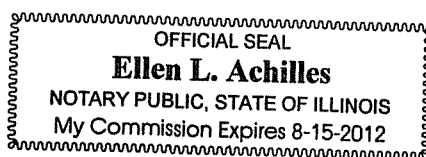
I, Sheila McCraven, state:

1. I am the Executive Director of the Kane County Department of Employment and Education.
2. The Kane County Department of Employment and Education is 100% funded by federal grants appropriated by Congress under the Workforce Investment Act of 1998.
3. The Illinois Department of Commerce and Economic Opportunity awards the federal Workforce Investment Act grant funds to the County of Kane and the Kane County Department of Employment and Education.
4. The Kane County Department of Employment and Education serves as fiscal agent for the federal Workforce Investment Act funds received by the County of Kane.
5. Until February 18, 2011 when he resigned, the Fiscal Director of the Kane County Department of Employment and Education was H. Joseph McKane.
6. After Mr. McKane resigned, the Department of Employment and Education was left without an individual knowledgeable and versed in handling federal Workforce Investment Act funds and able to perform activities related to management of said funds.
7. The Department of Employment and Education has several grants in excess of \$16,000,000 that must be expended, obligated, closed out or rolled over within 45 days after June 30, 2011.
8. Expert accounting assistance is required to ensure the integrity of Kane County records regarding management of said federal funds and to avoid a lapse or loss of the federal funds.
9. The Springfield firm of Kerber, Eck and Braeckel has the knowledge, staff and expertise to advise and assist the County of Kane and Kane County Department of Employment and Education in the management of said federal funds.
10. Kerber, Eck and Braeckel previously assisted the County of Kane and Kane County Department of Employment of Education in the management of said federal funds at a time when the department was without a fiscal director.
11. It is in the best interest of the County of Kane and the Kane County Department of Employment and Education to retain Kerber, Eck and Braeckel.

  
Name of Affiant

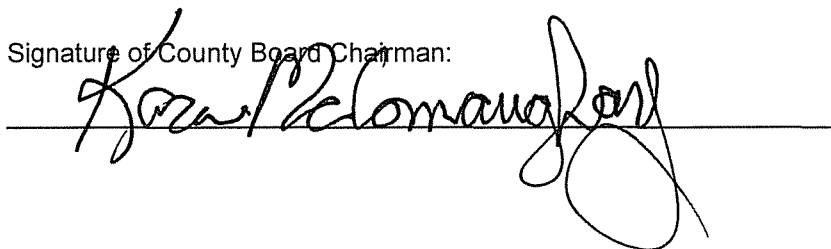
Signed and sworn to  
Before me on March 24, 2011

  
Notary Public



My commission expires on 8-15-2012.

Signature of County Board Chairman:



**2.5 Confidential Information.** Any information which is available to an individual, solely due to his/her status as a County employee, and which is not a matter of public knowledge or accessible to the public on request.

**2.6 Contract Modification.** Any written alteration in the terms or conditions of any Contract accomplished by mutual action of the parties to the Contract.

**2.7 Construction.** The process of building, altering, repairing, improving, or demolishing any structure or building, or other improvements of any kind to any real property.

**2.8 Contract.** All types of County agreements, including purchase orders, whether oral or written and regardless of what they may be called, for the Procurement of Materials, Services, Equipment, Supplies, or Construction and Construction related Services that are legally binding promises enforceable by law.

**2.9 Contract Renewal.** Continuation of the Contract for an additional period of time, under the original terms and conditions, when allowed by provisions for renewal, which were included in the original bid document. If the bid document does not include provisions for renewal, any continuation of the Contract would be considered a new Contract and therefore must be re-bid.

**2.10 Contractor.** Any Person or entity that is a party to a Contract with the County or a using County Agency thereof.

**2.11 Cooperative Joint Purchasing.** Procurement conducted by or on behalf of more than one governmental unit.

**2.12 County Agency.** A County officer, employee, department, division, office, official, commission, board, or agency whose purchasing authority is subject to the provisions of this Ordinance.

**2.13 Discussions.** Oral or written negotiations between the County or its agencies and an offeror during which information is exchanged about Specifications, scope of work, terms, conditions and price set forth in the initial proposal. Communication with an offeror for the sole purpose of clarification does not constitute Discussions.

**2.14 Elected Official.** For the purposes of this Ordinance, Elected Official includes; Clerk of the Circuit Court, County Auditor, County Board Chairman, County Board Members, County Clerk, County Coroner, County Treasurer, County Recorder of Deeds, Superintendent of the Regional Office of Education, County Sheriff and State's Attorney. For purposes of this ordinance, the Chief Judge of the 16<sup>th</sup> Circuit is deemed an Elected Official

**2.15 Emergency Purchase.** Procurements obtained in circumstances which include, but are not limited to; situations threatening public health or safety, where immediate repairs required to County property to protect or prevent against further loss or damage, where immediate action is needed to prevent or minimize disruption to County Services, where immediate action is required to ensure integrity of County records, or where immediate action is necessary to avoid a lapse or loss of federal, state or donated funds.

**2.16 Equipment.** Goods that are purchased or used by a County agency that are not Materials or Supplies that are not expendable except through depreciation or wear and tear, and do not lose their identity or become integral parts of other items or installations.

**4.5.2 Procedures for Selection of Independent Professionals Not Subject To The Local Government Professional Services Selection Act.**

Contracts for professional services that are less than \$5,000.00 may be awarded by Department Heads pursuant to rules promulgated by the Director of Purchasing.

Contracts for professional services that are at least \$5,000.00 and less than \$30,000 may be awarded by Department Heads and/or the Director of Purchasing where there has been a Competitive Price Quotation process and at least three quotations for the services have been obtained prior to selection.

Contracts for professional services that equal or exceed \$30,000 shall be awarded after a competitive selection process that includes a Request for Proposal to provide the services, except in cases of actual emergency as set forth in Section 4.6 of this Ordinance. The County may require a uniform Request for Proposal process to be employed in the case of all contracts subject to the jurisdiction of the Kane County Board and such other cases where it can be made applicable.

Contracts for professional services shall include or be accompanied by documentation from the appropriate Department Head or Parent Committee referencing the specific provision(s) of Section 4.5.1 of this Ordinance applicable to the particular project.

**4.5.3 Procedures for Selection of Independent Professionals Subject To The Local Government Professional Services Selection Act, 50 ILCS 510/1 et seq.**

Professional services of architects, engineers and land surveyors are governed by the requirements of the Local Government Professional Services Selection Act, 50 ILCS 510 et seq (the "Act"), and by local policy, rules and regulations, including where applicable, the Qualification Based Selection process of the Kane County Division of Transportation. All Professional Service Contracts or agreements for professional services for architectural, engineering or land surveying purposes, which equal or exceed \$5,000.00, shall be subject to the Act.

**4.5.4 Legal Services**

Legal services are subject to the supervision and control of the Kane County State's Attorney.

**4.6 Emergency Purchase**

**4.6.1 Conditions for Use**

An Emergency purchase equaling or exceeding \$30,000 may be authorized without bidding in certain situations including, but not limited to, situations threatening public health or safety, where immediate repairs are required to County property to protect or prevent against further loss or damage, where immediate action is needed to prevent or minimize disruption to County Services, where immediate action is required to ensure integrity of County records and where immediate action is necessary to avoid the lapse or loss of federal, state or donated funds. An Emergency Purchase shall be limited to those Materials, Supplies, Equipment, Services, Construction and Construction related Services necessary to satisfy the emergency and these purchases shall be made with such competitive evaluation as is practicable under the circumstances.

**4.6.2 Emergency Affidavit**

A department seeking an Emergency Purchase shall prepare an emergency affidavit documenting both the existence of an emergency condition and the nature of the emergency. The Department Head shall sign the affidavit and submit to the County Board Chairman the

emergency affidavit requesting authorization to make the emergency purchase. If the County Board Chairman is unavailable, then the signature authorizing approval shall be obtained from the Board Vice Chairman. If the Board Vice Chairman is unavailable, then the signature authorizing approval shall be obtained from the Using Agency's Parent Committee Chairman and the Finance Committee Chairman.

#### **4.6.3 Cost or Pricing Data**

The Director of Purchasing may require from the requesting County Agency the submission of cost or pricing data in connection with an award under this section.

#### **4.6.4 Negotiations**

The Director of Purchasing shall negotiate with the supplier, to the extent practical, a Contract in the best interest of the County. The price being paid must be reasonable considering the circumstances.

#### **4.6.5 Contract Documentation**

The emergency affidavit must be submitted to the Director of Purchasing as soon as practicable and shall be included in the Contract file.

#### **4.6.6 Board Ratification**

Any Emergency Purchase equaling or exceeding \$30,000 under this section shall be placed on the agenda for ratification at the next regularly scheduled Executive Committee or County Board meeting, whichever is appropriate.

### **4.7 Auction Purchases**

Purchases may be made at auction in accordance with the procedures and requirements applicable to that particular auction. Notice and Competitive Selection is not a requirement and the amount paid shall be the amount bid and accepted, plus any required buyer's premium. Prior to the auction, the County's Finance Director must authorize in writing an upper expenditure limit for the item(s) under consideration at auction. Auction purchases shall be treated as an Emergency Purchase and shall comply with the procedures stated in Sections 4.6.2 and 4.6.6 (Emergency Purchase) of this Ordinance.

### **4.8 Request for Information**

The Director of Purchasing may issue a Request for Information to obtain data about Services, Equipment, Materials, Supplies, or Construction and Construction related Services to meet a specific County requirement. Sufficient public notice shall be provided in the same manner as stipulated in Section 4.2.3 (Competitive Sealed Bidding, Public Notice).

### **4.9 Change Order(s)**

Change Orders for a Contract obtained pursuant to this Ordinance shall be processed under the following guidelines:

- A Change Order(s) where the cost equals or exceeds \$30,000, either singularly or in the aggregate requires approval from the authorized official of the Using Agency, the Parent Committee of the Using Agency and the County Board.
- In situations where the time required for processing approval of a Change Order necessitated by field conditions, whose total purchase cost exceeds \$30,000, would unreasonably interrupt project schedules to the financial detriment of the County, the Change Order may be processed by an authorized official of the County's Using Agency after written notification to the Using Agency's Parent Committee Chairman. Change Orders made under these conditions shall be placed on the agenda for ratification at the next regularly scheduled Executive Committee or County Board meeting, whichever is appropriate.



Kerber, Eck & Braeckel LLP

CPAs and  
Management Consultants

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1 West Old State Capitol Plaza  
Springfield, IL 62701-1268  
ph 217.789.0960  
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www.kebcpa.com

VIA ELECTRONIC MAIL

March 15, 2011

Sheila D. McCraven  
Executive Director  
Kane County Department of Human Resource Management  
719 Batavia Avenue  
Geneva, IL 60134

Dear Ms. McCraven:

This letter of engagement reflects our mutual understanding of consulting services Kerber, Eck & Braeckel LLP (KEB) will provide to support the operation of Workforce Investment Act (WIA) programs in local workforce investment area (LWIA) 5. It describes the scope of services to be provided and establishes our mutual understanding regarding fees.

**Scope of work**

KEB will provide consulting services and technical assistance to support financial management of Workforce Investment Act programs operated by the Kane County Department of Employment and Education (KCDEE). The main purpose of these services will be to help you stabilize financial management and reporting in the wake of your Fiscal Director's recent retirement.

Our initial effort will focus in five primary areas:

1. We will obtain, review and familiarize ourselves with internal financial information and reports prepared by your previous Fiscal Director.
2. We will assess the extent to which KCDEE's internal accounting records support the most recent reporting of financial information to the Illinois Department of Commerce and Economic Opportunity (DCEO) via the Grant Reporting System (GRS).
3. We will review the current cost allocation plan and documentation in support of allocated costs to identify specific issues related to the distribution of pooled costs to the proper grants and funding streams.

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Other Locations

Belleville, IL • Carbondale, IL • Cape Girardeau, MO • St. Louis, MO • Milwaukee, WI

4. We will determine the extent to which KCDEE may face immediate challenges related to full expenditure of grants ending June 30, 2011 (i.e., the PY09 formula grants and ARRA grants), meeting the minimum obligations threshold (i.e., 80%) for the PY10 formula grant at June 30, 2011 or reaching the 40% direct training minimum expenditure requirement for the funds available during the year ending June 30, 2011.
5. We will assess the existing backlog of unprocessed reimbursement invoices, ITAs and supportive service vouchers and identify the primary causes of this backlog.

Following these reviews and assessments, we will present all significant results to you along with our recommendations for any needed corrective or remedial action.

Upon your authorization, we will also provide additional consulting support and technical assistance required as a result of our initial review. We anticipate that this additional assistance may include:

1. Working with your staff to redistribute pooled costs allocated to grants and funding streams as may be necessary.
2. Working with your staff to identify and make other needed corrections to internal accounting records,
3. Working with your staff to assure that all financial reports, including reporting grant financial information to GRS, are accurate and timely,
4. Providing additional advice or assistance that may be needed to help KCDEE meet its June 30, 2011 expenditure, obligation or minimum direct training expenditure requirements for applicable grants,
5. Training and providing advice and support to your fiscal staff, and
6. Supporting your transition if you decide to outsource financial management functions.

**Fees**

Due to uncertainties about the nature and extent of work required of us, it is difficult at this juncture to provide you with a precise estimate of fees for the services described in this letter. For the five points of focus of our initial effort, we will bill you at the hourly rates established by the Firm for the specific individuals providing services. These billing rates are comprehensive, and include all overhead, material and related costs, and are structured to reflect the level of experience and expertise of each individual. The applicable hourly rates are:

Principal/Partner	\$275.00
Lead Consultant	\$160.00
Accounting Services Staff	\$85.00
Audit Staff	\$100.00

In addition to these fees, we also charge for travel expenses.

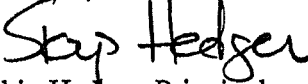
Jennifer Sullivan will be the Lead Consultant for the services described in this letter of proposal. Jennifer worked with your former Fiscal Director, Joe McKane, closely in his tenure with KCDEE.

We will provide you with a precise fee estimate for any additional work you authorize as a result of our initial review of accounting records and associated conclusions and recommendations.

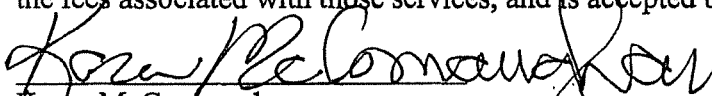
Thank you for the opportunity to provide our consulting services to you. If you agree with the description of services to be provided as described in this letter, please sign below to indicate your acceptance. If you have questions about this letter of engagement, please contact me at (217) 789-0960.

Sincerely,

KERBER, ECK & BRAECKEL LLP

  
Skip Hedger, Principal

The foregoing accurately describes our understanding of the scope of services to be performed, the fees associated with those services, and is accepted by us.



Karen McConaughay  
County Board Chairman