



DU PAGE COUNTY

Human Services

Final Regular Meeting Agenda

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

Tuesday, January 6, 2026

9:30 AM

Room 3500A

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT

4. CHAIR REMARKS - CHAIR SCHWARZE

5. APPROVAL OF MINUTES

5.A. [26-0198](#)

Human Services Committee - Regular Meeting - Tuesday, December 2, 2025

6. COMMUNITY SERVICES - MARY KEATING

6.A. [FI-R-0010-26](#)

Authorizing execution of an Intergovernmental Agreement between Pace Suburban Bus and DuPage County Community Services for the Senior Transportation Grant Program for PY26 in the amount of \$172,450. (Community Services)

6.B. [FI-R-0011-26](#)

Authorizing execution of an Intergovernmental Agreement between Pace Suburban Bus and DuPage County Community Services for the Paratransit Grant Program for PY26 in the amount of \$690,000. (Community Services)

6.C. [FI-R-0014-26](#)

Acceptance and appropriation of the Low-Income Home Energy Assistance Program (LIHEAP) HHS Grant PY26 Inter-Governmental Agreement No. 26-224028, Company 5000 - Accounting Unit 1420, in the amount of \$3,657,594. (Community Services)

6.D. [FI-R-0017-26](#)

Acceptance and appropriation of the Income Eligible Retrofits Program Grant P26, Company 5000 - Accounting Unit 1555, for the Weatherization Assistance Program from January 1, 2026 through December 31, 2026, in the amount of \$350,000. (Community Services)

6.E. [HS-R-0001-26](#)

Recommendation for Approval of a of HOME Investment Partnerships Act (HOME) Funds Agreement with DuPage Pads, Project Number HM25-02b – Tenant Based Rental Assistance – in the amount of \$139,000. (Community Development)

6.F. [HS-R-0002-26](#)

Recommendation for Approval of a of HOME Investment Partnerships Act (HOME) Funds Agreement with Catholic Charities, Diocese of Joliet, Project Number HM25-02a – Tenant Based Rental Assistance – in the Amount of \$204,000. (Community Development)

6.G. [HS-P-0001-26](#)

Awarding resolution issued to Family Shelter Service, to provide advocacy services to victims of domestic violence, for Community Services, for the period of December 1, 2025 through November 30, 2026, for a contract total amount not to exceed \$85,000. (Community Services)

6.H. [HS-CO-0001-26](#)

Approval of an amendment to Purchase Order 7791-0001 SERV, issued to Healthy Air Heating & Air, Inc., to increase the Purchase Order by \$180,000, due to DCEO providing more funding for the Weatherization Program. (Community Services)

6.I. [HS-CO-0002-26](#)

Approval of an amendment to Purchase Order 7792-0001 SERV, issued to My Green House HVAC, LLC, to increase the Purchase Order by \$180,000, due to DCEO providing more funding for the Weatherization Program. (Community Services)

7. DUPAGE CARE CENTER - JANELLE CHADWICK7.A. [HS-P-0002-26](#)

Recommendation for the approval of a contract purchase order to CDW Government, to provide computer hardware, peripherals, software and licensing as needed, for the DuPage Care Center, for the period of January 14, 2026 through January 13, 2027, for a contract total amount not to exceed \$55,000. Contract pursuant to the Intergovernmental Cooperation Act (City of Mesa #2024056-1).

7.B. [HS-P-0003-26](#)

Recommendation for the approval of a contact purchase order to Medline Industries, Inc., to furnish and deliver chaise mobile recliners, for the DuPage Care Center, for the period of January 14, 2026 through January 13, 2027, for a contract total not to exceed \$36,579.85. Contract pursuant to the Intergovernmental Cooperation Act (OMNIA Contract #2021003157).

8. TRAVEL8.A. [26-0199](#)

Community Services Director to attend the NACo Board of Directors meeting in Maui County, Hawaii, from May 4, 2026 through May 8, 2026. Expenses to include registration, transportation, lodging, and per diems, for a total not to exceed \$3554.

8.B. [26-0200](#)

Community Services Administrator to attend the Inform USA Annual Conference and Board Meeting in Louisville, Kentucky, from May 16, 2026 through May 22, 2026. Expenses to include registration, transportation, lodging, and per diems, for approximate total of \$2820. Grant funded.

- 9. **RESIDENCY WAIVERS - JANELLE CHADWICK**
- 10. **DUPAGE CARE CENTER UPDATE - JANELLE CHADWICK**
- 11. **COMMUNITY SERVICES UPDATE - MARY KEATING**
- 12. **OLD BUSINESS**
- 13. **NEW BUSINESS**
- 14. **ADJOURNMENT**



Minutes

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 26-0198

Agenda Date: 1/6/2026

Agenda #: 5.A.



DU PAGE COUNTY

Human Services

Final Summary

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

Tuesday, December 2, 2025

9:30 AM

Room 3500A

1. CALL TO ORDER

9:30 AM meeting was called to order by Chair Greg Schwarze at 9:30 AM.

2. ROLL CALL

Staff in attendance: Nick Kottmeyer (Chief Administrative Officer), Joan Olson (Chief Communications Officer), Renee Zerante (State's Attorneys Office), Keith Jorstad (Finance), Donna Weidman (Procurement), Natasha Belle, Julie Hamlin, Gina Strafford-Ahmed (Community Services), Mary Keating Director of Community Services, and Janelle Chadwick, remote (Administrator of the DuPage Care Center).

PRESENT	Cronin Cahill, Garcia, LaPlante, and Schwarze
ABSENT	DeSart
REMOTE	Galassi

MOTION TO ALLOW REMOTE PARTICIPATION

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Cynthia Cronin Cahill

3. PUBLIC COMMENT

No public comments were offered.

4. CHAIR REMARKS - CHAIR SCHWARZE

Chair Schwarze welcomed the committee members back from the Thanksgiving holiday.

5. APPROVAL OF MINUTES

5.A. [25-2910](#)

Human Services Committee - Regular Meeting - Tuesday, November 18, 2025

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Lynn LaPlante

6. COMMUNITY SERVICES - MARY KEATING**6.A. [HS-R-0019-25](#)**

Recommendation for approval of a commitment of HOME Investment Partnerships Act (HOME) funds and to enter into a HOME Agreement with Taft and Exmoor LP, an Illinois Limited Partnership, Project Numbers HM21-05, HM22-02, and HM23-02 – Taft and Exmoor Development – in the Amount of \$1,750,000 – for Construction of a 42-unit affordable rental housing development for families and person with disabilities.

RESULT:	APPROVED AT COMMITTEE
MOVER:	Paula Garcia
SECONDER:	Lynn LaPlante

6.B. [HS-P-0059-25](#)

Awarding resolution issued to Optimum Management Resources, to provide technical assistance and consultation services to the DuPage County Homeless Continuum of Care (CoC), for the period January 1, 2026 through December 31, 2026, for a contract total not to exceed \$37,350. Other Professional Services not suitable for competitive bid per 55 ILCS 5/5-1022(c). Vendor selected pursuant to DuPage County Procurement Ordinance 2-353(1)(b). Grant funded. (Community Services)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Lynn LaPlante
SECONDER:	Cynthia Cronin Cahill

7. DUPAGE CARE CENTER - JANELLE CHADWICK**7.A. [FI-R-0206-25](#)**

Acceptance and appropriation of the DuPage Care Center Foundation - Foundation Coordinator Grant PY26 - DCCFFCG26, Company 5000 - Accounting Unit 2120, in the amount of \$32,500. (DuPage Care Center)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Lynn LaPlante
SECONDER:	Cynthia Cronin Cahill

7.B. [FI-R-0207-25](#)

Acceptance and appropriation of the DuPage Care Center Foundation Recreation Therapy Grant PY26 - DCCFRTG26, Company 5000 - Accounting Unit 2120, in the amount of \$30,083. (DuPage Care Center)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Paula Garcia
SECONDER:	Lynn LaPlante

7.C. [FI-R-0205-25](#)

Acceptance and appropriation of the DuPage Care Center Foundation Music Therapy Grant PY26 - DDCCFMTG26, Company 5000 - Accounting Unit 2120, in the amount of \$63,486. (DuPage Care Center)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Lynn LaPlante
SECONDER:	Paula Garcia

7.D. [HS-P-0060-25](#)

Recommendation for the approval of a contract purchase order to Pulmonary Exchange, Ltd., for rental of respiratory care equipment, for the DuPage Care Center, for the period of January 18, 2026 through January 17, 2027, for a total contract not to exceed \$35,000; per bid #25-129-DCC.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Cynthia Cronin Cahill
SECONDER:	Paula Garcia

7.E. [HS-P-0061-25](#)

Recommendation for the approval of a contract purchase order to Music Speaks, LLC, for music therapy services for the residents at the DuPage Care Center, for the period of January 12, 2026 through January 11, 2027, for a contract total not to exceed \$62,275.72; per RFP #25-116-DCC. (DuPage Care Center Foundation funded)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Lynn LaPlante
SECONDER:	Paula Garcia

7.F. [25-2911](#)

Recommendation for the approval of a contract purchase order to Illinois Aging Services Network (ILASN), to negotiate managed care contracts for Medicaid, eldercare advantage and commercial plans, for the DuPage Care Center, for the period January 1, 2026 through December 31, 2026, for a contract total not to exceed \$17,302.34. Other Professional Services not suitable for competitive bid per 55 ILCS 5/5-1022(c). Vendor selected pursuant to DuPage County Procurement Ordinance 2-353(1)(b).

RESULT:	APPROVED
MOVER:	Cynthia Cronin Cahill
SECONDER:	Lynn LaPlante
AYES:	Cronin Cahill, Garcia, LaPlante, and Schwarze
ABSENT:	DeSart
REMOTE:	Galassi

8. **RESIDENCY WAIVERS - JANELLE CHADWICK**

Janelle Chadwick, Administrator of the DuPage Care Center, stated there are currently four male beds and seven female beds available so no DuPage County residents would be displaced by accepting this person into the DuPage Care Center.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Lynn LaPlante

9. **DUPAGE CARE CENTER UPDATE - JANELLE CHADWICK**

2 North, 2 Center, and 2 South are over 90% complete. All required information has been submitted to the state. They are waiting for notification from the state; either a survey visit, or a waiver with an indicational letter that they would be waiving a physical visit. The Health Facility Planning and Review Board feels the survey will be waived. However, when Ms. Chadwick spoke with the clinical survey staff through the Illinois Department of Public Health (IDPH), they said they would never waive a survey. Staff are waiting for the next step in the documentation. The submission of the request for inspection needs to take place within the last 10% of the work in order to address any revisions before completion. The renovation will have to be 100% complete before residency can take place.

10. COMMUNITY SERVICES UPDATE - MARY KEATING

Mary Keating, Director of Community Services, pointed out that agenda item 6.A. is for the Full Circle Community Project in Glen Ellyn risking their funding due to the federal government shutdown that she spoke about in prior meetings. The project has received their funding and is able to move forward in a timely manner.

The Home Advisory Group (HAG) and the Community Development Commission (CDC) Executive meet this morning at 11:30 AM. If you are not on the committees but are interested, they will be discussing their recommendations for 2026 CDBG funding.

Ms. Keating referred to the budget changes mentioned at the prior meeting regarding the Continuum of Care (CoC) Program. Ms. Keating met with all agencies that have permanent supportive housing projects. The agencies are working through how they will transition some individuals into transitional housing projects and the challenges of what happens to individuals in permanent support housing. Some potentially may be able to transition out of permanent supportive housing and some may age out into Senior Services.

HUD still hasn't released actual grant applications even though allegedly they are due on December 15, 2025.

This is our last Human Services meeting of 2025. Ms. Keating thanked the committee for all the support they provided to her, staff, and most importantly, to the residents they serve. Chair Schwarze expressed the same sentiment from the committee.

11. OLD BUSINESS

Chair Schwarze stated that he reached out to Vice Chair Garcia and the DuPage County Board Chair Deborah Conroy regarding the next steps for food insecurity. They do not have a meeting date established but he will keep the committee apprised of any developments.

12. NEW BUSINESS

No new business was discussed.

13. ADJOURNMENT

With no further business, the meeting was adjourned at 9:42 AM.



Finance Resolution

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: FI-R-0010-26

Agenda Date: 1/6/2026

Agenda #: 6.A.

AUTHORIZING EXECUTION
OF INTERGOVERNMENTAL AGREEMENT
BETWEEN PACE SUBURBAN BUS
AND DUPAGE COUNTY COMMUNITY SERVICES
FOR THE SENIOR TRANSPORTATION GRANT PROGRAM
\$172,450

WHEREAS, County of DuPage has accepted and appropriated PY26 Older Americans Act Funds from AgeGuide for the provision of transportation services for older persons traveling to medical appointments and other essential services; and

WHEREAS, County of DuPage recognizes the desirability of collaborating with other government agencies, such as Pace Suburban Bus, to effectively and efficiently implement transportation programs; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), enacted by the State of Illinois, permits the establishment of intergovernmental agreements between public agencies to perform governmental services, activities and undertakings; and

WHEREAS, such an intergovernmental agreement has been negotiated that outlines the terms and conditions associated with the County providing \$172,450 (ONE HUNDRED SEVENTY-TWO THOUSAND FOUR HUNDRED FIFTY AND NO/100 DOLLARS) to Pace Suburban Bus from budget code 5000-1660-53827 26-703F 53827; and

WHEREAS, it is the opinion of the DuPage County Board, that it is its best interest, and the best interest of its residents, to enter into the aforementioned intergovernmental agreement for the implementation of transportation programs.

NOW, THEREFORE, BE IT RESOLVED that the County Board Chair is authorized to execute the intergovernmental agreement with Pace Suburban Bus, attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED, that the County Clerk is directed to send a copy of this resolution and the executed agreement to Pace Suburban Bus, the DuPage County Department of Community Services, the DuPage County Finance Department, the DuPage County Auditor, and the DuPage County Treasurer.

Enacted and approved this 13th day of January, 2026 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK



Melinda J. Metzger
Executive Director

December 1, 2025

Ms. Mary A. Keating
Director, Department of Community Services
DuPage County
421 N. County Farm Road
Wheaton, IL 60187

Dear Ms. Keating:

Enclosed are two original Intergovernmental Agreements for Paratransit Service between the County of DuPage and Pace and two original Intergovernmental Agreements for the Senior Grant Program between the County of DuPage and Pace.

Please sign all four originals and send one fully executed original copy of each agreement to my attention for our files.

Our mutual cooperation will provide a good service for the citizens of your area.

Sincerely,

Signature on file

Melinda J. Metzger
Executive Director

MJM/tjt
Enclosures

INTERGOVERNMENTAL AGREEMENT FOR PARATRANSIT SERVICE – SENIOR GRANT PROGRAM

This Intergovernmental Agreement for Paratransit Service – Senior Grant Program (“Agreement”) is between Pace, the Suburban Bus Division of the Regional Transportation Authority, an Illinois municipal corporation (“Pace”), and the County of DuPage, a body politic and corporate of the State of Illinois (“County”).

Pace was established under the Regional Transportation Authority Act (70 ILCS 3615/1.01 et seq.) to aid and assist public transportation in the six-county northeastern Illinois area.

Article VII, section 10 of the Constitution of the State of Illinois (Ill. Const. art. VII, § 10) authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance.

The Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorizes and encourages intergovernmental cooperation.

The parties are units of local government within the meaning of article VII, section 10 of the Constitution of the State of Illinois (Ill. Const. art. VII, § 10) and have the power and authority to enter into this Agreement.

On January 24, 2006, the parties entered into an Intergovernmental Agreement for the creation of a coordinated paratransit program known as Ride DuPage (“Project”) in DuPage County, IL (“2006 IGA”).

County has requested that Pace provide paratransit service on behalf of County’s clients, constituents, and/or Project sponsors.

In consideration of the foregoing recitals, the mutual promises in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Effective Date.** This Agreement will be in effect beginning on December 1, 2025. If a party signs this Agreement but fails to date its signature, the date that the other party receives the signing party’s signature on this Agreement will be deemed to be the date that the signing party signed this Agreement.
2. **Service Description.** Demand response curb-to-curb paratransit service will be provided for eligible riders as described in Exhibit A (“Service”).
3. **Term and Termination.** This Agreement will remain in effect through November 30, 2026 unless earlier terminated by:
 - (a) County upon 60 days’ advance written notice to Pace;

- (b) Pace upon written notice to County in the event: (i) sufficient funds have not been appropriated to cover County's financial obligations to Pace under this Agreement or to any other agency funding the Service; (ii) Pace develops alternative public transportation services, which, as determined by Pace, will better meet the transportation needs of the public; or (iii) County fails to make payments as required by paragraph 6; or
- (c) the 2006 IGA ceasing to be in full force and effect.

Termination of this Agreement pursuant to paragraph 3(a) will be effective on the 60th day following Pace's receipt of County's notice. Termination of this Agreement pursuant to paragraph 3(b) will be effective upon County's receipt of Pace's notice. Termination of this Agreement pursuant to paragraph 3(c) will be effective upon the date that the 2006 IGA ceases to be in full force and effect.

4. **Service Provider.** Pace shall contract with one or more outside service provider(s) to provide the Service ("contracted outside service provider(s)"). Pace will not be responsible for any failure to provide the Service due to circumstances beyond the reasonable control of Pace and/or Pace's contracted outside service provider(s). Pace shall make every reasonable effort to have the Service restored as soon as practical. No fees will be charged by any contracted outside service provider for Service not performed.

5. **Reporting.** Pace shall provide County with electronic access to or, in the event electronic access is unavailable, a copy of the reports shown on Exhibit B. Pace, in its sole discretion, may design additional reports, as needed.

6. **Reimbursement.** County shall reimburse Pace monthly for the total expense incurred by Pace in providing the Service ("Total Expense") less any fare revenue from the Service ("County Reimbursement").

- (a) The Total Expense will equal the sum of the hourly Service expense and the per-trip Service expense. The hourly Service expense will be calculated by multiplying the number of vehicle revenue hours by the hourly rate charged to Pace by Pace's contracted outside provider(s) delivering the Service. The per-trip Service expense will be calculated on a trip-by-trip basis. The operating expense will be the aggregate of rates and/or fees charged to Pace by Pace's contracted outside service provider(s) delivering the Service.
- (b) The County Reimbursement will not exceed \$172,450. County will be responsible for promptly submitting written Service change requests to Pace to avoid exceeding that amount.
- (c) County shall pay Pace within 30 days after receiving the monthly bill for the County Reimbursement. County shall mail payment to:

Pace, the Suburban Bus Division of the Regional Transportation Authority
550 W. Algonquin Road
Arlington Heights, IL 60005
Attention: Accounts Payable

7. **Independent Relationship.** Pace is an independent contractor and not an employee, agent, joint venture, or partner of County, and nothing in this Agreement will be construed as creating any other relationship between Pace and County or between any employee or agent of Pace and County. Pace employees will at all times remain employees of Pace, and Pace will be solely responsible for all aspects of their employment, including, without limitation, compensation, benefits, payment or withholding of taxes, Social Security, Medicare, unemployment or other insurance, and workers' compensation.

8. **Insurance.** Pace shall require its contracted outside service provider(s) providing the Service to obtain and maintain insurance coverage and furnish Pace with evidence of such coverage, including a certificate of insurance. Pace shall provide County with a copy of the certificate of insurance upon written request by County.

9. **Indemnification.** County shall indemnify, defend, and hold harmless Pace, the Regional Transportation Authority, and their respective directors, officers, employees, and agents from and against any and all liability, losses, damages, claims, suits, payments, settlements, judgments, demands, awards, expenses, and costs, including attorneys' fees, resulting from County's intentional or negligent acts or omissions concerning the performance of any of County's obligations under this Agreement. Pace shall indemnify, defend, and hold harmless County and County's directors, officers, employees, and agents from and against any and all liability, losses, damages, claims, suits, payments, settlements, judgments, demands, awards, expenses, and costs, including attorneys' fees, resulting from Pace's intentional or negligent acts or omissions concerning the performance of any of Pace's obligations under this Agreement. No party will be liable for or be required to indemnify another party, entity, or person indemnified under this paragraph 9 for claims based upon the intentional or negligent acts or omissions of third persons. Upon written notice by a party, entity, or person claiming indemnification ("Claimant") to the indemnifying party ("Indemnitor") regarding any claim which Claimant believes to be covered under this paragraph 9, Indemnitor shall appear and defend all suits brought upon such claim and shall pay all costs and expenses related to that claim, but Claimant will have the right, at Claimant's option and expense, to participate in the defense of any suit, without relieving Indemnitor of Indemnitor's obligations under this paragraph 9.

10. **Compliance with Laws.** The parties shall comply with all local, state, and federal laws, statutes, ordinances, regulations, and rules applicable to this Agreement, including but not limited to section 2-105(A)(4) of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)).

11. **Headings.** The headings in this Agreement are for reference and convenience only and will not affect the meaning or interpretation of this Agreement.

12. **Waiver.** Failure of a party to exercise any right or pursue any remedy under this Agreement will not constitute a waiver of that right or remedy.

13. **Binding Effect.** This Agreement is binding upon the parties and their respective directors, officers, employees, agents, representatives, successors, and approved assigns.

14. **Entire Agreement.** This Agreement, including the introductory recitals and attached exhibits, which are hereby incorporated into and made a part of this Agreement, constitutes the entire agreement between the parties and supersedes any prior written or oral understandings, agreements, or representations between the parties that may have related in any way to the subject matter of this Agreement, and no other written or oral warranties, inducements, considerations,

promises, representations, or interpretations, which are not expressly addressed in this Agreement, will be implied or impressed upon this Agreement.

15. **Conflict.** In the event of a conflict or ambiguity between the terms and conditions of this Agreement and any exhibit to this Agreement, the terms and conditions of this Agreement will control.

16. **Survival.** Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement will be deemed to survive termination or expiration of this Agreement.

17. **Severability.** If any provision of this Agreement or amendment thereto is held invalid or unenforceable by an Illinois court of competent jurisdiction, that provision will be deemed severed therefrom, and the remaining provisions will remain in full force and effect.

18. **Assignment.** No party may assign, delegate, or otherwise transfer all or part of its rights and obligations under this Agreement without the prior written consent of the other party.

19. **Amendment.** No changes, amendments, or modifications to this Agreement will be valid unless they are in writing and signed by the duly authorized signatory of each party.

20. **Notice.** Any notice under this Agreement must be in writing and must be given in the following manner:

- (a) by personal delivery (deemed effective as of the date and time of delivery);
- (b) by commercial overnight delivery (deemed effective on the next business day following deposit of the notice with a commercial overnight delivery company);
- (c) by registered or certified mail, return receipt requested, with proper postage prepaid (deemed effective as of the third business day following deposit of the notice in the U.S. mail); or
- (d) by facsimile with confirmation of transmission (deemed effective as of the date and time of the transmission, except the effective date and time shall be 8:00 a.m. on the next business day after transmission of the notice if transmitted during non-business hours).

Business days are defined as Monday through Friday, excluding federal holidays. Business hours are defined as 8:00 a.m. to 5:00 p.m. Central Time on Monday through Friday, excluding federal holidays. The notice must be addressed as follows or addressed to such other address as either party may specify in writing:

If to Pace:

Pace, the Suburban Bus Division of the Regional Transportation Authority
550 W. Algonquin Road
Arlington Heights, IL 60005
Attention: Executive Director

Facsimile No.: (847) 228-4205

If to County:

County of DuPage
Department of Community Services
421 N. County Farm Road
Wheaton, IL 60187
Attention: Mary A. Keating, Director

Facsimile No.: (630) 407-6501

21. **Force Majeure.** A party will not be held liable to another party for damages or be deemed to have breached this Agreement for failure or delay in performing any obligation under this Agreement if the failure or delay is caused by or results from causes beyond the reasonable control of and without the fault or negligence of the affected party, including war, fire, flood, other acts of God, civil disturbance, a terrorist act, pandemic, epidemic, or a labor strike or lockout. The affected party shall promptly notify the other party of such force majeure circumstances, specifying the cause and the expected duration of the delay, and shall promptly undertake all reasonable steps necessary to cure the force majeure circumstances. If a condition of force majeure continues for more than 30 consecutive days, Pace, in its sole discretion and after written notice to County, may immediately terminate this Agreement for convenience. Where an event of force majeure occurs after a party's failure or delay in performance, the breaching party will not be released from liability.

22. **Governing Law, Jurisdiction, and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard to principles of conflicts of law, and the parties shall submit to the exclusive jurisdiction and venue of the state courts of DuPage County, Illinois for any dispute arising out of or related to this Agreement.

23. **Counterparts.** This Agreement may be executed in counterparts, each of which when so executed and delivered will be deemed to be an original and all of which when taken together will constitute one and the same agreement.

24. **Electronic Signatures.** This Agreement may be executed through the use of electronic signatures. Electronic signatures and signatures scanned and transmitted via email will be deemed original signatures for purposes of this Agreement.


25. **Authorization.** The signatories to this Agreement represent and warrant that they have full authority to sign this Agreement on behalf of the party for whom they sign.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS.]

The parties have caused this Agreement to be executed by their respective duly authorized signatory on the dates below.

PACE

COUNTY

By: Signature on file
Signature 

By: _____
Signature

Print Name: Melinda J. Metzger

Print Name: _____

Print Title: Executive Director

Print Title: _____

Date: 12/1/2025

Date: _____

Exhibit A
SERVICE DESCRIPTION

Senior Grant Program

TRIP RESERVATION METHOD	<p>Monday through Friday: 6:00 a.m. to 6:00 p.m. Central Time Saturday, Sunday, and Holidays: 8:00 a.m. to 5:00 p.m. Central Time</p> <p>The Senior Grant Program must submit eligible rider trip requests to the Pace call center one to seven days in advance of the day of Service.</p> <p>Trips requested on the same day of the Service may be accommodated if the schedule allows.</p> <p>Subscription service (as defined by Pace) is allowable. Riders are to contact the Senior Grant Program to apply for subscription service.</p>
SERVICE AREA	DuPage County and the surrounding areas.
SERVICE HOURS	<p>Seven days a week, 24 hours a day, including holidays.</p> <p>Whenever possible, pick-up times are negotiated to optimize the efficiency of daily routes.</p>
ONE-WAY FARE	For Senior Grant Service: \$0.00 per one-way trip
RIDER ELIGIBILITY	The Senior Grant Program determines rider eligibility for its clients.
RIDER REGISTRATION	The Senior Grant Program must submit registration forms to the Pace call center through an email box designated by Pace. Pace shall enter registrations within three to five business days after receipt. Pace shall maintain a database of registered riders. Riders must be registered to use the Service.

Exhibit B
REPORTS DESCRIPTION

The following is a description of the reports available for the Project:

1. **Detailed Funding Source Report**

This report is a detailed listing of one-way trips delivered for each funding source for a specified period of time. Data provided for each trip will include associated trip data, such as rider name, scheduled pick-up time, actual pick-up time, point of origin address, destination address, funding sources, total cost of the trip, fare for the trip, distance of the trip, and revenue hours (if applicable). The report period is generally monthly, but the report is intended to have the flexibility to produce data for shorter or longer periods as specified by the report user.

2. **Monthly Funding Source Invoice Report**

This report is a summary of trips delivered for each funding source for the purpose of generating an invoice type report which may be used to bill funding sources for transportation provided. The report is generally monthly, but the report is intended to have the flexibility to produce data for shorter or longer periods specified by the report user.

Data provided for each trip will include associated trip data necessary to provide an accounting of the amount owed by each funding source for the specified period, such as the number of one-way trips by fare type, total cost of the trips, total expected fare, liquidated damages deducted, and the total net reimbursement.

3. **Missed Trip Report**

This report produces a list of all trips picked up 61 or more minutes after the scheduled time. Sufficient detail will be provided to identify the trip and to give the report user the necessary information for review.

4. **On-Time Performance Report**

This report (late pickups) produces a list of all trips picked up 31 or more minutes late. Sufficient detail will be provided to identify the trip and to give the report user the necessary information for review.

5. **Ridership by Category Report**

This report is a summary, by funding source, indicating trips by fare type, late trips, missed trips, revenue hours, denials, and miles.

6. **Client Trip List Report**

This report is a detailed listing, alphabetically by rider last name, of all trips provided during the specified period. Data included for each trip is rider name, pick-up address, drop-off address, fare type, and funding source.

NOTE: Pace, in its sole discretion, may design additional reports as needed.

**INTERGOVERNMENTAL AGREEMENT FOR PARATRANSIT SERVICE –
SENIOR GRANT PROGRAM**

This Intergovernmental Agreement for Paratransit Service – Senior Grant Program (“Agreement”) is between Pace, the Suburban Bus Division of the Regional Transportation Authority, an Illinois municipal corporation (“Pace”), and the County of DuPage, a body politic and corporate of the State of Illinois (“County”).

Pace was established under the Regional Transportation Authority Act (70 ILCS 3615/1.01 et seq.) to aid and assist public transportation in the six-county northeastern Illinois area.

Article VII, section 10 of the Constitution of the State of Illinois (Ill. Const. art. VII, § 10) authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance.

The Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorizes and encourages intergovernmental cooperation.

The parties are units of local government within the meaning of article VII, section 10 of the Constitution of the State of Illinois (Ill. Const. art. VII, § 10) and have the power and authority to enter into this Agreement.

On January 24, 2006, the parties entered into an Intergovernmental Agreement for the creation of a coordinated paratransit program known as Ride DuPage (“Project”) in DuPage County, IL (“2006 IGA”).

County has requested that Pace provide paratransit service on behalf of County’s clients, constituents, and/or Project sponsors.

In consideration of the foregoing recitals, the mutual promises in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Effective Date.** This Agreement will be in effect beginning on December 1, 2025. If a party signs this Agreement but fails to date its signature, the date that the other party receives the signing party’s signature on this Agreement will be deemed to be the date that the signing party signed this Agreement.
2. **Service Description.** Demand response curb-to-curb paratransit service will be provided for eligible riders as described in Exhibit A (“Service”).
3. **Term and Termination.** This Agreement will remain in effect through November 30, 2026 unless earlier terminated by:
 - (a) County upon 60 days’ advance written notice to Pace;

- (b) Pace upon written notice to County in the event: (i) sufficient funds have not been appropriated to cover County's financial obligations to Pace under this Agreement or to any other agency funding the Service; (ii) Pace develops alternative public transportation services, which, as determined by Pace, will better meet the transportation needs of the public; or (iii) County fails to make payments as required by paragraph 6; or
- (c) the 2006 IGA ceasing to be in full force and effect.

Termination of this Agreement pursuant to paragraph 3(a) will be effective on the 60th day following Pace's receipt of County's notice. Termination of this Agreement pursuant to paragraph 3(b) will be effective upon County's receipt of Pace's notice. Termination of this Agreement pursuant to paragraph 3(c) will be effective upon the date that the 2006 IGA ceases to be in full force and effect.

4. **Service Provider.** Pace shall contract with one or more outside service provider(s) to provide the Service ("contracted outside service provider(s)"). Pace will not be responsible for any failure to provide the Service due to circumstances beyond the reasonable control of Pace and/or Pace's contracted outside service provider(s). Pace shall make every reasonable effort to have the Service restored as soon as practical. No fees will be charged by any contracted outside service provider for Service not performed.

5. **Reporting.** Pace shall provide County with electronic access to or, in the event electronic access is unavailable, a copy of the reports shown on Exhibit B. Pace, in its sole discretion, may design additional reports, as needed.

6. **Reimbursement.** County shall reimburse Pace monthly for the total expense incurred by Pace in providing the Service ("Total Expense") less any fare revenue from the Service ("County Reimbursement").

- (a) The Total Expense will equal the sum of the hourly Service expense and the per-trip Service expense. The hourly Service expense will be calculated by multiplying the number of vehicle revenue hours by the hourly rate charged to Pace by Pace's contracted outside provider(s) delivering the Service. The per-trip Service expense will be calculated on a trip-by-trip basis. The operating expense will be the aggregate of rates and/or fees charged to Pace by Pace's contracted outside service provider(s) delivering the Service.
- (b) The County Reimbursement will not exceed \$172,450. County will be responsible for promptly submitting written Service change requests to Pace to avoid exceeding that amount.
- (c) County shall pay Pace within 30 days after receiving the monthly bill for the County Reimbursement. County shall mail payment to:

Pace, the Suburban Bus Division of the Regional Transportation Authority
550 W. Algonquin Road
Arlington Heights, IL 60005
Attention: Accounts Payable

7. **Independent Relationship.** Pace is an independent contractor and not an employee, agent, joint venture, or partner of County, and nothing in this Agreement will be construed as creating any other relationship between Pace and County or between any employee or agent of Pace and County. Pace employees will at all times remain employees of Pace, and Pace will be solely responsible for all aspects of their employment, including, without limitation, compensation, benefits, payment or withholding of taxes, Social Security, Medicare, unemployment or other insurance, and workers' compensation.

8. **Insurance.** Pace shall require its contracted outside service provider(s) providing the Service to obtain and maintain insurance coverage and furnish Pace with evidence of such coverage, including a certificate of insurance. Pace shall provide County with a copy of the certificate of insurance upon written request by County.

9. **Indemnification.** County shall indemnify, defend, and hold harmless Pace, the Regional Transportation Authority, and their respective directors, officers, employees, and agents from and against any and all liability, losses, damages, claims, suits, payments, settlements, judgments, demands, awards, expenses, and costs, including attorneys' fees, resulting from County's intentional or negligent acts or omissions concerning the performance of any of County's obligations under this Agreement. Pace shall indemnify, defend, and hold harmless County and County's directors, officers, employees, and agents from and against any and all liability, losses, damages, claims, suits, payments, settlements, judgments, demands, awards, expenses, and costs, including attorneys' fees, resulting from Pace's intentional or negligent acts or omissions concerning the performance of any of Pace's obligations under this Agreement. No party will be liable for or be required to indemnify another party, entity, or person indemnified under this paragraph 9 for claims based upon the intentional or negligent acts or omissions of third persons. Upon written notice by a party, entity, or person claiming indemnification ("Claimant") to the indemnifying party ("Indemnitor") regarding any claim which Claimant believes to be covered under this paragraph 9, Indemnitor shall appear and defend all suits brought upon such claim and shall pay all costs and expenses related to that claim, but Claimant will have the right, at Claimant's option and expense, to participate in the defense of any suit, without relieving Indemnitor of Indemnitor's obligations under this paragraph 9.

10. **Compliance with Laws.** The parties shall comply with all local, state, and federal laws, statutes, ordinances, regulations, and rules applicable to this Agreement, including but not limited to section 2-105(A)(4) of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)).

11. **Headings.** The headings in this Agreement are for reference and convenience only and will not affect the meaning or interpretation of this Agreement.

12. **Waiver.** Failure of a party to exercise any right or pursue any remedy under this Agreement will not constitute a waiver of that right or remedy.

13. **Binding Effect.** This Agreement is binding upon the parties and their respective directors, officers, employees, agents, representatives, successors, and approved assigns.

14. **Entire Agreement.** This Agreement, including the introductory recitals and attached exhibits, which are hereby incorporated into and made a part of this Agreement, constitutes the entire agreement between the parties and supersedes any prior written or oral understandings, agreements, or representations between the parties that may have related in any way to the subject matter of this Agreement, and no other written or oral warranties, inducements, considerations,

promises, representations, or interpretations, which are not expressly addressed in this Agreement, will be implied or impressed upon this Agreement.

15. **Conflict.** In the event of a conflict or ambiguity between the terms and conditions of this Agreement and any exhibit to this Agreement, the terms and conditions of this Agreement will control.

16. **Survival.** Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement will be deemed to survive termination or expiration of this Agreement.

17. **Severability.** If any provision of this Agreement or amendment thereto is held invalid or unenforceable by an Illinois court of competent jurisdiction, that provision will be deemed severed therefrom, and the remaining provisions will remain in full force and effect.

18. **Assignment.** No party may assign, delegate, or otherwise transfer all or part of its rights and obligations under this Agreement without the prior written consent of the other party.

19. **Amendment.** No changes, amendments, or modifications to this Agreement will be valid unless they are in writing and signed by the duly authorized signatory of each party.

20. **Notice.** Any notice under this Agreement must be in writing and must be given in the following manner:

- (a) by personal delivery (deemed effective as of the date and time of delivery);
- (b) by commercial overnight delivery (deemed effective on the next business day following deposit of the notice with a commercial overnight delivery company);
- (c) by registered or certified mail, return receipt requested, with proper postage prepaid (deemed effective as of the third business day following deposit of the notice in the U.S. mail); or
- (d) by facsimile with confirmation of transmission (deemed effective as of the date and time of the transmission, except the effective date and time shall be 8:00 a.m. on the next business day after transmission of the notice if transmitted during non-business hours).

Business days are defined as Monday through Friday, excluding federal holidays. Business hours are defined as 8:00 a.m. to 5:00 p.m. Central Time on Monday through Friday, excluding federal holidays. The notice must be addressed as follows or addressed to such other address as either party may specify in writing:

If to Pace:

Pace, the Suburban Bus Division of the Regional Transportation Authority
550 W. Algonquin Road
Arlington Heights, IL 60005
Attention: Executive Director

Facsimile No.: (847) 228-4205

If to County:

County of DuPage
Department of Community Services
421 N. County Farm Road
Wheaton, IL 60187
Attention: Mary A. Keating, Director

Facsimile No.: (630) 407-6501

21. **Force Majeure.** A party will not be held liable to another party for damages or be deemed to have breached this Agreement for failure or delay in performing any obligation under this Agreement if the failure or delay is caused by or results from causes beyond the reasonable control of and without the fault or negligence of the affected party, including war, fire, flood, other acts of God, civil disturbance, a terrorist act, pandemic, epidemic, or a labor strike or lockout. The affected party shall promptly notify the other party of such force majeure circumstances, specifying the cause and the expected duration of the delay, and shall promptly undertake all reasonable steps necessary to cure the force majeure circumstances. If a condition of force majeure continues for more than 30 consecutive days, Pace, in its sole discretion and after written notice to County, may immediately terminate this Agreement for convenience. Where an event of force majeure occurs after a party's failure or delay in performance, the breaching party will not be released from liability.
22. **Governing Law, Jurisdiction, and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard to principles of conflicts of law, and the parties shall submit to the exclusive jurisdiction and venue of the state courts of DuPage County, Illinois for any dispute arising out of or related to this Agreement.
23. **Counterparts.** This Agreement may be executed in counterparts, each of which when so executed and delivered will be deemed to be an original and all of which when taken together will constitute one and the same agreement.
24. **Electronic Signatures.** This Agreement may be executed through the use of electronic signatures. Electronic signatures and signatures scanned and transmitted via email will be deemed original signatures for purposes of this Agreement.
25. **Authorization.** The signatories to this Agreement represent and warrant that they have full authority to sign this Agreement on behalf of the party for whom they sign.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS.]**

The parties have caused this Agreement to be executed by their respective duly authorized signatory on the dates below.

PACE

COUNTY

By: Signature on file
Signature *[Signature]*

By: _____
Signature _____

Print Name: Melinda J. Metzger

Print Name: _____

Print Title: Executive Director

Print Title: _____

Date: 12/1/2025

Date: _____

Exhibit A
SERVICE DESCRIPTION

Senior Grant Program

TRIP RESERVATION METHOD	<p>Monday through Friday: 6:00 a.m. to 6:00 p.m. Central Time Saturday, Sunday, and Holidays: 8:00 a.m. to 5:00 p.m. Central Time</p> <p>The Senior Grant Program must submit eligible rider trip requests to the Pace call center one to seven days in advance of the day of Service.</p> <p>Trips requested on the same day of the Service may be accommodated if the schedule allows.</p> <p>Subscription service (as defined by Pace) is allowable. Riders are to contact the Senior Grant Program to apply for subscription service.</p>
SERVICE AREA	DuPage County and the surrounding areas.
SERVICE HOURS	<p>Seven days a week, 24 hours a day, including holidays.</p> <p>Whenever possible, pick-up times are negotiated to optimize the efficiency of daily routes.</p>
ONE-WAY FARE	For Senior Grant Service: \$0.00 per one-way trip
RIDER ELIGIBILITY	The Senior Grant Program determines rider eligibility for its clients.
RIDER REGISTRATION	The Senior Grant Program must submit registration forms to the Pace call center through an email box designated by Pace. Pace shall enter registrations within three to five business days after receipt. Pace shall maintain a database of registered riders. Riders must be registered to use the Service.

Exhibit B
REPORTS DESCRIPTION

The following is a description of the reports available for the Project:

1. **Detailed Funding Source Report**

This report is a detailed listing of one-way trips delivered for each funding source for a specified period of time. Data provided for each trip will include associated trip data, such as rider name, scheduled pick-up time, actual pick-up time, point of origin address, destination address, funding sources, total cost of the trip, fare for the trip, distance of the trip, and revenue hours (if applicable). The report period is generally monthly, but the report is intended to have the flexibility to produce data for shorter or longer periods as specified by the report user.

2. **Monthly Funding Source Invoice Report**

This report is a summary of trips delivered for each funding source for the purpose of generating an invoice type report which may be used to bill funding sources for transportation provided. The report is generally monthly, but the report is intended to have the flexibility to produce data for shorter or longer periods specified by the report user.

Data provided for each trip will include associated trip data necessary to provide an accounting of the amount owed by each funding source for the specified period, such as the number of one-way trips by fare type, total cost of the trips, total expected fare, liquidated damages deducted, and the total net reimbursement.

3. **Missed Trip Report**

This report produces a list of all trips picked up 61 or more minutes after the scheduled time. Sufficient detail will be provided to identify the trip and to give the report user the necessary information for review.

4. **On-Time Performance Report**

This report (late pickups) produces a list of all trips picked up 31 or more minutes late. Sufficient detail will be provided to identify the trip and to give the report user the necessary information for review.

5. **Ridership by Category Report**

This report is a summary, by funding source, indicating trips by fare type, late trips, missed trips, revenue hours, denials, and miles.

6. **Client Trip List Report**

This report is a detailed listing, alphabetically by rider last name, of all trips provided during the specified period. Data included for each trip is rider name, pick-up address, drop-off address, fare type, and funding source.

NOTE: Pace, in its sole discretion, may design additional reports as needed.



File #: FI-R-0011-26

Agenda Date: 1/6/2026

Agenda #: 6.B.

AUTHORIZING EXECUTION OF INTERGOVERNMENTAL AGREEMENT
BETWEEN PACE SUBURBAN BUS
AND DUPAGE COUNTY COMMUNITY SERVICES
FOR PARATRANSIT SERVICE
\$690,000

WHEREAS, County of DuPage has appropriated general revenue funds in its FY26 budget for the provision of demand-responsive transportation services for low-income persons traveling to medical appointments and appointments for County services, and services for persons with disabilities traveling to work; and

WHEREAS, County of DuPage recognizes the desirability of collaborating with other government agencies, such as Pace Suburban Bus, to effectively and efficiently implement transportation programs; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), enacted by the State of Illinois, permits the establishment of intergovernmental agreements between public agencies to perform governmental services, activities and undertakings; and

WHEREAS, such an intergovernmental agreement has been negotiated that outlines the terms and conditions associated with the County providing a total of \$690,000.00 (SIX HUNDRED NINETY THOUSAND AND NO/100 DOLLARS) to Pace Suburban Bus with \$625,000.00 (SIX HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS) being allocated from budget code 1000-1750-53827; and

WHEREAS, it is the opinion of the DuPage County Board, that it is its best interest, and the best interest of its residents, to enter into the aforementioned intergovernmental agreement for the implementation of transportation programs.

NOW, THEREFORE, BE IT RESOLVED that the County Board Chair is authorized to execute the intergovernmental agreement with Pace Suburban Bus, attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED, that the County Clerk is directed to send a copy of this resolution and the executed agreement to Pace Suburban Bus, the DuPage County Department of Community Services, the DuPage County Finance Department, the DuPage County Auditor, and the DuPage County Treasurer.

Enacted and approved this 13th day of January, 2026 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



Melinda J. Metzger
Executive Director

December 1, 2025

Ms. Mary A. Keating
Director, Department of Community Services
DuPage County
421 N. County Farm Road
Wheaton, IL 60187

Dear Ms. Keating:

Enclosed are two original Intergovernmental Agreements for Paratransit Service between the County of DuPage and Pace and two original Intergovernmental Agreements for the Senior Grant Program between the County of DuPage and Pace.

Please sign all four originals and send one fully executed original copy of each agreement to my attention for our files.

Our mutual cooperation will provide a good service for the citizens of your area.

Sincerely,

Signature on file

Melinda J. Metzger
Executive Director

MJM/tjt
Enclosures

INTERGOVERNMENTAL AGREEMENT FOR PARATRANSIT SERVICE

This Intergovernmental Agreement for Paratransit Service ("Agreement") is between Pace, the Suburban Bus Division of the Regional Transportation Authority, an Illinois municipal corporation ("Pace"), and the County of DuPage, a body politic and corporate of the State of Illinois ("County").

Pace was established under the Regional Transportation Authority Act (70 ILCS 3615/1.01 et seq.) to aid and assist public transportation in the six-county northeastern Illinois area.

Article VII, section 10 of the Constitution of the State of Illinois (Ill. Const. art. VII, § 10) authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance.

The Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorizes and encourages intergovernmental cooperation.

The parties are units of local government within the meaning of article VII, section 10 of the Constitution of the State of Illinois (Ill. Const. art. VII, § 10) and have the power and authority to enter into this Agreement.

On January 24, 2006, the parties entered into an Intergovernmental Agreement for the creation of a coordinated paratransit program known as Ride DuPage ("Project") in DuPage County, IL ("2006 IGA").

County has requested that Pace provide paratransit service on behalf of County's clients, constituents, and/or Project sponsors.

In consideration of the foregoing recitals, the mutual promises in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Effective Date.** This Agreement will be in effect beginning on December 1, 2025. If a party signs this Agreement but fails to date its signature, the date that the other party receives the signing party's signature on this Agreement will be deemed to be the date that the signing party signed this Agreement.

2. **Service Description.** Demand response curb-to-curb paratransit service will be provided for eligible riders as described in Exhibit A ("Service").

3. **Term and Termination.** This Agreement will remain in effect through November 30, 2026 unless earlier terminated by:

- (a) County upon 60 days' advance written notice to Pace;

- (b) Pace upon written notice to County in the event: (i) sufficient funds have not been appropriated to cover County's financial obligations to Pace under this Agreement or to any other agency funding the Service; (ii) Pace develops alternative public transportation services, which, as determined by Pace, will better meet the transportation needs of the public; or (iii) County fails to make payments as required by paragraph 6; or
- (c) the 2006 IGA ceasing to be in full force and effect.

Termination of this Agreement pursuant to paragraph 3(a) will be effective on the 60th day following Pace's receipt of County's notice. Termination of this Agreement pursuant to paragraph 3(b) will be effective upon County's receipt of Pace's notice. Termination of this Agreement pursuant to paragraph 3(c) will be effective upon the date that the 2006 IGA ceases to be in full force and effect.

4. **Service Provider.** Pace shall contract with one or more outside service provider(s) to provide the Service ("contracted outside service provider(s)"). Pace will not be responsible for any failure to provide the Service due to circumstances beyond the reasonable control of Pace and/or Pace's contracted outside service provider(s). Pace shall make every reasonable effort to have the Service restored as soon as practical. No fees will be charged by any contracted outside service provider for Service not performed.

5. **Reporting.** Pace shall provide County with electronic access to or, in the event electronic access is unavailable, a copy of the reports shown on Exhibit B. Pace, in its sole discretion, may design additional reports, as needed.

6. **Reimbursement and Pace Contribution.**

- (a) **Reimbursement.** County shall reimburse Pace monthly for the total expense incurred by Pace in providing the Service ("Total Expense") less any fare revenue from the Service ("County Reimbursement").
 - (i) The Total Expense will equal the sum of the hourly Service expense and the per-trip Service expense. The hourly Service expense will be calculated by multiplying the number of vehicle revenue hours by the hourly rate charged to Pace by Pace's contracted outside provider(s) delivering the Service. The per-trip Service expense will be calculated on a trip-by-trip basis.
 - (ii) The County Reimbursement will not exceed \$690,000. County will be responsible for promptly submitting written Service change requests to Pace to avoid exceeding that amount.
 - (iii) County shall pay Pace within 30 days after receiving the monthly bill for the County Reimbursement. County shall mail payment to:

Pace, the Suburban Bus Division of the Regional Transportation Authority
550 W. Algonquin Road
Arlington Heights, IL 60005
Attention: Accounts Payable

(b) **Pace Contribution.** The Pace Contribution to County under this Agreement will be limited to:

- (i) a maximum annual (12-month) subsidy of \$292,673 and a one-time additional subsidy of \$43,901, for a total of \$336,574; and
- (ii) 100% of the Mobility Management/Call Center Services annual (12-month) operating costs, which are covered by a federal grant to Pace, up to the budgeted total grant amount of \$241,274.

The annual Pace Contribution specified in paragraph 6(b)(i) will be calculated monthly at 75% of the Operating Deficit on a year-to-date basis.

7. **Independent Relationship.** Pace is an independent contractor and not an employee, agent, joint venture, or partner of County, and nothing in this Agreement will be construed as creating any other relationship between Pace and County or between any employee or agent of Pace and County. Pace employees will at all times remain employees of Pace, and Pace will be solely responsible for all aspects of their employment, including, without limitation, compensation, benefits, payment or withholding of taxes, Social Security, Medicare, unemployment or other insurance, and workers' compensation.

8. **Insurance.** Pace shall require its contracted outside service provider(s) providing the Service to obtain and maintain insurance coverage and furnish Pace with evidence of such coverage, including a certificate of insurance. Pace shall provide County with a copy of the certificate of insurance upon written request by County.

9. **Indemnification.** County shall indemnify, defend, and hold harmless Pace, the Regional Transportation Authority, and their respective directors, officers, employees, and agents from and against any and all liability, losses, damages, claims, suits, payments, settlements, judgments, demands, awards, expenses, and costs, including attorneys' fees, resulting from County's intentional or negligent acts or omissions concerning the performance of any of County's obligations under this Agreement. Pace shall indemnify, defend, and hold harmless County and County's directors, officers, employees, and agents from and against any and all liability, losses, damages, claims, suits, payments, settlements, judgments, demands, awards, expenses, and costs, including attorneys' fees, resulting from Pace's intentional or negligent acts or omissions concerning the performance of any of Pace's obligations under this Agreement. No party will be liable for or be required to indemnify another party, entity, or person indemnified under this paragraph 9 for claims based upon the intentional or negligent acts or omissions of third persons. Upon written notice by a party, entity, or person claiming indemnification ("Claimant") to the indemnifying party ("Indemnitor") regarding any claim which Claimant believes to be covered under this paragraph 9, Indemnitor shall appear and defend all suits brought upon such claim and shall pay all costs and expenses related to that claim, but Claimant will have the right, at Claimant's option and expense, to participate in the defense of any suit, without relieving Indemnitor of Indemnitor's obligations under this paragraph 9.

10. **Compliance with Laws.** The parties shall comply with all local, state, and federal laws, statutes, ordinances, regulations, and rules applicable to this Agreement, including but not limited to section 2-105(A)(4) of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)).

11. **Headings.** The headings in this Agreement are for reference and convenience only and will not affect the meaning or interpretation of this Agreement.
12. **Waiver.** Failure of a party to exercise any right or pursue any remedy under this Agreement will not constitute a waiver of that right or remedy.
13. **Binding Effect.** This Agreement is binding upon the parties and their respective directors, officers, employees, agents, representatives, successors, and approved assigns.
14. **Entire Agreement.** This Agreement, including the introductory recitals and attached exhibits, which are hereby incorporated into and made a part of this Agreement, constitutes the entire agreement between the parties and supersedes any prior written or oral understandings, agreements, or representations between the parties that may have related in any way to the subject matter of this Agreement, and no other written or oral warranties, inducements, considerations, promises, representations, or interpretations, which are not expressly addressed in this Agreement, will be implied or impressed upon this Agreement.
15. **Conflict.** In the event of a conflict or ambiguity between the terms and conditions of this Agreement and any exhibit to this Agreement, the terms and conditions of this Agreement will control.
16. **Survival.** Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement will be deemed to survive termination or expiration of this Agreement.
17. **Severability.** If any provision of this Agreement or amendment thereto is held invalid or unenforceable by an Illinois court of competent jurisdiction, that provision will be deemed severed therefrom, and the remaining provisions will remain in full force and effect.
18. **Assignment.** No party may assign, delegate, or otherwise transfer all or part of its rights and obligations under this Agreement without the prior written consent of the other party.
19. **Amendment.** No changes, amendments, or modifications to this Agreement will be valid unless they are in writing and signed by the duly authorized signatory of each party.
20. **Notice.** Any notice under this Agreement must be in writing and must be given in the following manner:
- (a) by personal delivery (deemed effective as of the date and time of delivery);
 - (b) by commercial overnight delivery (deemed effective on the next business day following deposit of the notice with a commercial overnight delivery company);
 - (c) by registered or certified mail, return receipt requested, with proper postage prepaid (deemed effective as of the third business day following deposit of the notice in the U.S. mail); or
 - (d) by facsimile with confirmation of transmission (deemed effective as of the date and time of the transmission, except the effective date and time shall be 8:00 a.m. on the next business day after transmission of the notice if transmitted during non-business hours).

Business days are defined as Monday through Friday, excluding federal holidays. Business hours are defined as 8:00 a.m. to 5:00 p.m. Central Time on Monday through Friday, excluding federal holidays. The notice must be addressed as follows or addressed to such other address as either party may specify in writing:

If to Pace:

Pace, the Suburban Bus Division of the Regional Transportation Authority
550 W. Algonquin Road
Arlington Heights, IL 60005
Attention: Executive Director

Facsimile No.: (847) 228-4205

If to County:

County of DuPage
Department of Community Services
421 N. County Farm Road
Wheaton, IL 60187
Attention: Mary A. Keating, Director

Facsimile No.: (630) 407-6501

21. **Force Majeure.** A party will not be held liable to another party for damages or be deemed to have breached this Agreement for failure or delay in performing any obligation under this Agreement if the failure or delay is caused by or results from causes beyond the reasonable control of and without the fault or negligence of the affected party, including war, fire, flood, other acts of God, civil disturbance, a terrorist act, pandemic, epidemic, or a labor strike or lockout. The affected party shall promptly notify the other party of such force majeure circumstances, specifying the cause and the expected duration of the delay, and shall promptly undertake all reasonable steps necessary to cure the force majeure circumstances. If a condition of force majeure continues for more than 30 consecutive days, Pace, in its sole discretion and after written notice to County, may immediately terminate this Agreement for convenience. Where an event of force majeure occurs after a party's failure or delay in performance, the breaching party will not be released from liability.

22. **Governing Law, Jurisdiction, and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard to principles of conflicts of law, and the parties shall submit to the exclusive jurisdiction and venue of the state courts of DuPage County, Illinois for any dispute arising out of or related to this Agreement.

23. **Counterparts.** This Agreement may be executed in counterparts, each of which when so executed and delivered will be deemed to be an original and all of which when taken together will constitute one and the same agreement.

24. **Electronic Signatures.** This Agreement may be executed through the use of electronic signatures. Electronic signatures and signatures scanned and transmitted via email will be deemed original signatures for purposes of this Agreement.

25. **Authorization.** The signatories to this Agreement represent and warrant that they have full authority to sign this Agreement on behalf of the party for whom they sign.

26. **Definitions.**

As used in this Agreement:

“Mobility Management/Call Center Services” means the handling of calls in connection with the Project, including but not limited to service monitoring, trip reservations, trip scheduling, dispatching, facilitation of contracted outside service provider(s), rider registration, travel planning, service coordination, and providing travel information.

“Operating Deficit” means the Operating Expense minus the applicable fare revenue and liquidated damages in connection with the Project.

“Operating Expense” means the total cost incurred by Pace to operate the Project but does not include the cost incurred by Pace to provide the Mobility Management/Call Center Services on behalf of County.

“Pace Contribution” means Pace’s budgeted annual subsidy as set forth in paragraph 6(b).

The parties have caused this Agreement to be executed by their respective duly authorized signatory on the dates below.

PACE

COUNTY

By: Signature on file
Signature [Signature]

By: _____
Signature

Print Name: Melinda J. Metzger

Print Name: _____

Print Title: Executive Director

Print Title: _____

Date: 12/1/2025

Date: _____

Exhibit A
SERVICE DESCRIPTION

DuPage County Community Services

TRIP RESERVATION METHOD	<p>Monday through Friday: 6:00 a.m. to 6:00 p.m. Central Time Saturday, Sunday, and Holidays: 8:00 a.m. to 5:00 p.m. Central Time</p> <p>Reservations will be accepted at the Pace call center one to seven days in advance of the day of Service.</p> <p>Trips requested on the same day of the Service may be accommodated if the schedule allows.</p> <p>Subscription service (as defined by Pace) is allowable. Riders are to contact the DuPage County Human Services to apply for subscription service.</p>
SERVICE AREA	<p>DuPage County and the surrounding areas; provided:</p> <ul style="list-style-type: none"> • For County Paratransit Service: Service is restricted to transportation to and from medical service facilities and transportation to and from the DuPage County Complex. • For Transportation to Work Program: Service is restricted to transportation to and from a rider's work or work-related training.
SERVICE HOURS	<p>Seven days a week, 24 hours a day, including holidays.</p> <p>Whenever possible, pick-up times are negotiated to optimize the efficiency of daily routes.</p>
ONE-WAY FARE	<p>For County Paratransit: \$4.00 per one-way trip to the DuPage County Complex (421 N. County Farm Road and 111 N. County Farm Road, Wheaton, IL); otherwise, \$1.50 for the first six miles and \$1.50 for each mile thereafter.</p> <p>For Transportation to Work Program: \$3.00 for the first five miles and \$1.00 for each mile thereafter.</p>
RIDER ELIGIBILITY	<p>The DuPage County Human Services determines rider eligibility for its clients.</p>
RIDER REGISTRATION	<p>The DuPage County Human Services must submit registration forms to the Pace call center through an email box designated by Pace. Pace shall enter registrations within three to five business days after receipt. Pace shall maintain a database of registered riders. Riders must be registered to use the Service.</p> <p>The Transportation to Work Program consists of the following participating agencies: Parents Alliance Employment Project, Ray Graham Association, or Spectrum/Little Friends.</p>

Exhibit B
REPORTS DESCRIPTION

The following is a description of the reports available for the Project:

1. **Detailed Funding Source Report**

This report is a detailed listing of one-way trips delivered for each funding source for a specified period of time. Data provided for each trip will include associated trip data, such as rider name, scheduled pick-up time, actual pick-up time, point of origin address, destination address, funding sources, total cost of the trip, fare for the trip, distance of the trip, and revenue hours (if applicable). The report period is generally monthly, but the report is intended to have the flexibility to produce data for shorter or longer periods as specified by the report user.

2. **Monthly Funding Source Invoice Report**

This report is a summary of trips delivered for each funding source for the purpose of generating an invoice type report which may be used to bill funding sources for transportation provided. The report is generally monthly, but the report is intended to have the flexibility to produce data for shorter or longer periods specified by the report user.

Data provided for each trip will include associated trip data necessary to provide an accounting of the amount owed by each funding source for the specified period, such as the number of one-way trips by fare type, total cost of the trips, total expected fare, liquidated damages deducted, and the total net reimbursement.

3. **Missed Trip Report**

This report produces a list of all trips picked up 61 or more minutes after the scheduled time. Sufficient detail will be provided to identify the trip and to give the report user the necessary information for review.

4. **On-Time Performance Report**

This report (late pickups) produces a list of all trips picked up 31 or more minutes late. Sufficient detail will be provided to identify the trip and to give the report user the necessary information for review.

5. **Ridership by Category Report**

This report is a summary, by funding source, indicating trips by fare type, late trips, missed trips, revenue hours, denials, and miles.

6. **Client Trip List Report**

This report is a detailed listing, alphabetically by rider last name, of all trips provided during the specified period. Data included for each trip is rider name, pick-up address, drop-off address, fare type, and funding source.

NOTE: Pace, in its sole discretion, may design additional reports as needed.

INTERGOVERNMENTAL AGREEMENT FOR PARATRANSIT SERVICE

This Intergovernmental Agreement for Paratransit Service ("Agreement") is between Pace, the Suburban Bus Division of the Regional Transportation Authority, an Illinois municipal corporation ("Pace"), and the County of DuPage, a body politic and corporate of the State of Illinois ("County").

Pace was established under the Regional Transportation Authority Act (70 ILCS 3615/1.01 et seq.) to aid and assist public transportation in the six-county northeastern Illinois area.

Article VII, section 10 of the Constitution of the State of Illinois (Ill. Const. art. VII, § 10) authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance.

The Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorizes and encourages intergovernmental cooperation.

The parties are units of local government within the meaning of article VII, section 10 of the Constitution of the State of Illinois (Ill. Const. art. VII, § 10) and have the power and authority to enter into this Agreement.

On January 24, 2006, the parties entered into an Intergovernmental Agreement for the creation of a coordinated paratransit program known as Ride DuPage ("Project") in DuPage County, IL ("2006 IGA").

County has requested that Pace provide paratransit service on behalf of County's clients, constituents, and/or Project sponsors.

In consideration of the foregoing recitals, the mutual promises in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Effective Date.** This Agreement will be in effect beginning on December 1, 2025. If a party signs this Agreement but fails to date its signature, the date that the other party receives the signing party's signature on this Agreement will be deemed to be the date that the signing party signed this Agreement.

2. **Service Description.** Demand response curb-to-curb paratransit service will be provided for eligible riders as described in Exhibit A ("Service").

3. **Term and Termination.** This Agreement will remain in effect through November 30, 2026 unless earlier terminated by:

- (a) County upon 60 days' advance written notice to Pace;

- (b) Pace upon written notice to County in the event: (i) sufficient funds have not been appropriated to cover County's financial obligations to Pace under this Agreement or to any other agency funding the Service; (ii) Pace develops alternative public transportation services, which, as determined by Pace, will better meet the transportation needs of the public; or (iii) County fails to make payments as required by paragraph 6; or
- (c) the 2006 IGA ceasing to be in full force and effect.

Termination of this Agreement pursuant to paragraph 3(a) will be effective on the 60th day following Pace's receipt of County's notice. Termination of this Agreement pursuant to paragraph 3(b) will be effective upon County's receipt of Pace's notice. Termination of this Agreement pursuant to paragraph 3(c) will be effective upon the date that the 2006 IGA ceases to be in full force and effect.

4. **Service Provider.** Pace shall contract with one or more outside service provider(s) to provide the Service ("contracted outside service provider(s)"). Pace will not be responsible for any failure to provide the Service due to circumstances beyond the reasonable control of Pace and/or Pace's contracted outside service provider(s). Pace shall make every reasonable effort to have the Service restored as soon as practical. No fees will be charged by any contracted outside service provider for Service not performed.

5. **Reporting.** Pace shall provide County with electronic access to or, in the event electronic access is unavailable, a copy of the reports shown on Exhibit B. Pace, in its sole discretion, may design additional reports, as needed.

6. **Reimbursement and Pace Contribution.**

- (a) **Reimbursement.** County shall reimburse Pace monthly for the total expense incurred by Pace in providing the Service ("Total Expense") less any fare revenue from the Service ("County Reimbursement").
 - (i) The Total Expense will equal the sum of the hourly Service expense and the per-trip Service expense. The hourly Service expense will be calculated by multiplying the number of vehicle revenue hours by the hourly rate charged to Pace by Pace's contracted outside provider(s) delivering the Service. The per-trip Service expense will be calculated on a trip-by-trip basis.
 - (ii) The County Reimbursement will not exceed \$690,000. County will be responsible for promptly submitting written Service change requests to Pace to avoid exceeding that amount.
 - (iii) County shall pay Pace within 30 days after receiving the monthly bill for the County Reimbursement. County shall mail payment to:

Pace, the Suburban Bus Division of the Regional Transportation Authority
550 W. Algonquin Road
Arlington Heights, IL 60005
Attention: Accounts Payable

(b) **Pace Contribution.** The Pace Contribution to County under this Agreement will be limited to:

- (i) a maximum annual (12-month) subsidy of \$292,673 and a one-time additional subsidy of \$43,901, for a total of \$336,574; and
- (ii) 100% of the Mobility Management/Call Center Services annual (12-month) operating costs, which are covered by a federal grant to Pace, up to the budgeted total grant amount of \$241,274.

The annual Pace Contribution specified in paragraph 6(b)(i) will be calculated monthly at 75% of the Operating Deficit on a year-to-date basis.

7. **Independent Relationship.** Pace is an independent contractor and not an employee, agent, joint venture, or partner of County, and nothing in this Agreement will be construed as creating any other relationship between Pace and County or between any employee or agent of Pace and County. Pace employees will at all times remain employees of Pace, and Pace will be solely responsible for all aspects of their employment, including, without limitation, compensation, benefits, payment or withholding of taxes, Social Security, Medicare, unemployment or other insurance, and workers' compensation.

8. **Insurance.** Pace shall require its contracted outside service provider(s) providing the Service to obtain and maintain insurance coverage and furnish Pace with evidence of such coverage, including a certificate of insurance. Pace shall provide County with a copy of the certificate of insurance upon written request by County.

9. **Indemnification.** County shall indemnify, defend, and hold harmless Pace, the Regional Transportation Authority, and their respective directors, officers, employees, and agents from and against any and all liability, losses, damages, claims, suits, payments, settlements, judgments, demands, awards, expenses, and costs, including attorneys' fees, resulting from County's intentional or negligent acts or omissions concerning the performance of any of County's obligations under this Agreement. Pace shall indemnify, defend, and hold harmless County and County's directors, officers, employees, and agents from and against any and all liability, losses, damages, claims, suits, payments, settlements, judgments, demands, awards, expenses, and costs, including attorneys' fees, resulting from Pace's intentional or negligent acts or omissions concerning the performance of any of Pace's obligations under this Agreement. No party will be liable for or be required to indemnify another party, entity, or person indemnified under this paragraph 9 for claims based upon the intentional or negligent acts or omissions of third persons. Upon written notice by a party, entity, or person claiming indemnification ("Claimant") to the indemnifying party ("Indemnitor") regarding any claim which Claimant believes to be covered under this paragraph 9, Indemnitor shall appear and defend all suits brought upon such claim and shall pay all costs and expenses related to that claim, but Claimant will have the right, at Claimant's option and expense, to participate in the defense of any suit, without relieving Indemnitor of Indemnitor's obligations under this paragraph 9.

10. **Compliance with Laws.** The parties shall comply with all local, state, and federal laws, statutes, ordinances, regulations, and rules applicable to this Agreement, including but not limited to section 2-105(A)(4) of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)).

11. **Headings.** The headings in this Agreement are for reference and convenience only and will not affect the meaning or interpretation of this Agreement.
12. **Waiver.** Failure of a party to exercise any right or pursue any remedy under this Agreement will not constitute a waiver of that right or remedy.
13. **Binding Effect.** This Agreement is binding upon the parties and their respective directors, officers, employees, agents, representatives, successors, and approved assigns.
14. **Entire Agreement.** This Agreement, including the introductory recitals and attached exhibits, which are hereby incorporated into and made a part of this Agreement, constitutes the entire agreement between the parties and supersedes any prior written or oral understandings, agreements, or representations between the parties that may have related in any way to the subject matter of this Agreement, and no other written or oral warranties, inducements, considerations, promises, representations, or interpretations, which are not expressly addressed in this Agreement, will be implied or impressed upon this Agreement.
15. **Conflict.** In the event of a conflict or ambiguity between the terms and conditions of this Agreement and any exhibit to this Agreement, the terms and conditions of this Agreement will control.
16. **Survival.** Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement will be deemed to survive termination or expiration of this Agreement.
17. **Severability.** If any provision of this Agreement or amendment thereto is held invalid or unenforceable by an Illinois court of competent jurisdiction, that provision will be deemed severed therefrom, and the remaining provisions will remain in full force and effect.
18. **Assignment.** No party may assign, delegate, or otherwise transfer all or part of its rights and obligations under this Agreement without the prior written consent of the other party.
19. **Amendment.** No changes, amendments, or modifications to this Agreement will be valid unless they are in writing and signed by the duly authorized signatory of each party.
20. **Notice.** Any notice under this Agreement must be in writing and must be given in the following manner:
- (a) by personal delivery (deemed effective as of the date and time of delivery);
 - (b) by commercial overnight delivery (deemed effective on the next business day following deposit of the notice with a commercial overnight delivery company);
 - (c) by registered or certified mail, return receipt requested, with proper postage prepaid (deemed effective as of the third business day following deposit of the notice in the U.S. mail); or
 - (d) by facsimile with confirmation of transmission (deemed effective as of the date and time of the transmission, except the effective date and time shall be 8:00 a.m. on the next business day after transmission of the notice if transmitted during non-business hours).

Business days are defined as Monday through Friday, excluding federal holidays. Business hours are defined as 8:00 a.m. to 5:00 p.m. Central Time on Monday through Friday, excluding federal holidays. The notice must be addressed as follows or addressed to such other address as either party may specify in writing:

If to Pace:

Pace, the Suburban Bus Division of the Regional Transportation Authority
550 W. Algonquin Road
Arlington Heights, IL 60005
Attention: Executive Director

Facsimile No.: (847) 228-4205

If to County:

County of DuPage
Department of Community Services
421 N. County Farm Road
Wheaton, IL 60187
Attention: Mary A. Keating, Director

Facsimile No.: (630) 407-6501

21. **Force Majeure.** A party will not be held liable to another party for damages or be deemed to have breached this Agreement for failure or delay in performing any obligation under this Agreement if the failure or delay is caused by or results from causes beyond the reasonable control of and without the fault or negligence of the affected party, including war, fire, flood, other acts of God, civil disturbance, a terrorist act, pandemic, epidemic, or a labor strike or lockout. The affected party shall promptly notify the other party of such force majeure circumstances, specifying the cause and the expected duration of the delay, and shall promptly undertake all reasonable steps necessary to cure the force majeure circumstances. If a condition of force majeure continues for more than 30 consecutive days, Pace, in its sole discretion and after written notice to County, may immediately terminate this Agreement for convenience. Where an event of force majeure occurs after a party's failure or delay in performance, the breaching party will not be released from liability.

22. **Governing Law, Jurisdiction, and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard to principles of conflicts of law, and the parties shall submit to the exclusive jurisdiction and venue of the state courts of DuPage County, Illinois for any dispute arising out of or related to this Agreement.

23. **Counterparts.** This Agreement may be executed in counterparts, each of which when so executed and delivered will be deemed to be an original and all of which when taken together will constitute one and the same agreement.

24. **Electronic Signatures.** This Agreement may be executed through the use of electronic signatures. Electronic signatures and signatures scanned and transmitted via email will be deemed original signatures for purposes of this Agreement.

25. **Authorization.** The signatories to this Agreement represent and warrant that they have full authority to sign this Agreement on behalf of the party for whom they sign.

26. **Definitions.**

As used in this Agreement:

“Mobility Management/Call Center Services” means the handling of calls in connection with the Project, including but not limited to service monitoring, trip reservations, trip scheduling, dispatching, facilitation of contracted outside service provider(s), rider registration, travel planning, service coordination, and providing travel information.

“Operating Deficit” means the Operating Expense minus the applicable fare revenue and liquidated damages in connection with the Project.


“Operating Expense” means the total cost incurred by Pace to operate the Project but does not include the cost incurred by Pace to provide the Mobility Management/Call Center Services on behalf of County.

“Pace Contribution” means Pace’s budgeted annual subsidy as set forth in paragraph 6(b).

The parties have caused this Agreement to be executed by their respective duly authorized signatory on the dates below.

PACE

COUNTY

By: Signature on file
Signature 

By: _____
Signature

Print Name: Melinda J. Metzger

Print Name: _____

Print Title: Executive Director

Print Title: _____

Date: 12/1/2025

Date: _____

Exhibit A
SERVICE DESCRIPTION

DuPage County Community Services

TRIP RESERVATION METHOD	<p>Monday through Friday: 6:00 a.m. to 6:00 p.m. Central Time Saturday, Sunday, and Holidays: 8:00 a.m. to 5:00 p.m. Central Time</p> <p>Reservations will be accepted at the Pace call center one to seven days in advance of the day of Service.</p> <p>Trips requested on the same day of the Service may be accommodated if the schedule allows.</p> <p>Subscription service (as defined by Pace) is allowable. Riders are to contact the DuPage County Human Services to apply for subscription service.</p>
SERVICE AREA	<p>DuPage County and the surrounding areas; provided:</p> <ul style="list-style-type: none"> For County Paratransit Service: Service is restricted to transportation to and from medical service facilities and transportation to and from the DuPage County Complex. For Transportation to Work Program: Service is restricted to transportation to and from a rider's work or work-related training.
SERVICE HOURS	<p>Seven days a week, 24 hours a day, including holidays.</p> <p>Whenever possible, pick-up times are negotiated to optimize the efficiency of daily routes.</p>
ONE-WAY FARE	<p>For County Paratransit: \$4.00 per one-way trip to the DuPage County Complex (421 N. County Farm Road and 111 N. County Farm Road, Wheaton, IL); otherwise, \$1.50 for the first six miles and \$1.50 for each mile thereafter.</p> <p>For Transportation to Work Program: \$3.00 for the first five miles and \$1.00 for each mile thereafter.</p>
RIDER ELIGIBILITY	<p>The DuPage County Human Services determines rider eligibility for its clients.</p>
RIDER REGISTRATION	<p>The DuPage County Human Services must submit registration forms to the Pace call center through an email box designated by Pace. Pace shall enter registrations within three to five business days after receipt. Pace shall maintain a database of registered riders. Riders must be registered to use the Service.</p> <p>The Transportation to Work Program consists of the following participating agencies: Parents Alliance Employment Project, Ray Graham Association, or Spectrum/Little Friends.</p>

Exhibit B
REPORTS DESCRIPTION

The following is a description of the reports available for the Project:

1. **Detailed Funding Source Report**

This report is a detailed listing of one-way trips delivered for each funding source for a specified period of time. Data provided for each trip will include associated trip data, such as rider name, scheduled pick-up time, actual pick-up time, point of origin address, destination address, funding sources, total cost of the trip, fare for the trip, distance of the trip, and revenue hours (if applicable). The report period is generally monthly, but the report is intended to have the flexibility to produce data for shorter or longer periods as specified by the report user.

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This report is a summary of trips delivered for each funding source for the purpose of generating an invoice type report which may be used to bill funding sources for transportation provided. The report is generally monthly, but the report is intended to have the flexibility to produce data for shorter or longer periods specified by the report user.

Data provided for each trip will include associated trip data necessary to provide an accounting of the amount owed by each funding source for the specified period, such as the number of one-way trips by fare type, total cost of the trips, total expected fare, liquidated damages deducted, and the total net reimbursement.

3. **Missed Trip Report**

This report produces a list of all trips picked up 61 or more minutes after the scheduled time. Sufficient detail will be provided to identify the trip and to give the report user the necessary information for review.

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This report (late pickups) produces a list of all trips picked up 31 or more minutes late. Sufficient detail will be provided to identify the trip and to give the report user the necessary information for review.

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This report is a detailed listing, alphabetically by rider last name, of all trips provided during the specified period. Data included for each trip is rider name, pick-up address, drop-off address, fare type, and funding source.

NOTE: Pace, in its sole discretion, may design additional reports as needed.



Finance Resolution

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: FI-R-0014-26

Agenda Date: 1/6/2026

Agenda #: 6.C.

ACCEPTANCE AND APPROPRIATION OF THE
LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM HHS GRANT PY26
INTER-GOVERNMENTAL AGREEMENT NO. 26-224028
COMPANY 5000 - ACCOUNTING UNIT 1420
\$3,657,594

(Under the administrative direction of
the Community Services Department)

WHEREAS, the County of DuPage has been notified by the Illinois Department of Commerce and Economic Opportunity that grant funds in the amount of \$3,657,594 (THREE MILLION SIX HUNDRED FIFTY-SEVEN THOUSAND FIVE HUNDRED NINETY-FOUR AND NO/100 DOLLARS) are available to be used to assist low-income DuPage County residents by offsetting the rising cost of home energy through direct financial assistance, energy counseling, outreach, and education; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Inter-Governmental Agreement No. 26-224028 with the Illinois Department of Commerce and Economic Opportunity, a copy of which is attached to and incorporated as a part of this resolution by reference (ATTACHMENT II); and

WHEREAS, the period of the Inter-Governmental Agreement is from October 1, 2025 through August 31, 2027; and

WHEREAS, no additional County funds are required to receive this funding; and

WHEREAS, acceptance of this grant does not add any additional subsidy from the County; and

WHEREAS, the County Board finds that the need to appropriate said grant funds creates an emergency within the meaning of the Counties Act, Budget Division, (55 ILCS 5/6-1003).

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the Inter-Governmental Agreement No. 26-224028 (ATTACHMENT II) between DuPage County and Illinois Department of Commerce and Economic Opportunity is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (ATTACHMENT I) in the amount of \$3,657,594 (THREE MILLION SIX HUNDRED FIFTY-SEVEN THOUSAND FIVE HUNDRED NINETY-FOUR AND NO/100 DOLLARS) be made to establish the Low-Income Home Energy Assistance Program HHS Grant PY26, Company 5000 - Accounting Unit 1420, for the period October 1, 2025 through August 31, 2027; and

BE IT FURTHER RESOLVED by the DuPage County Board that the Director of Community Services is approved as the County's Authorized Representative; and

BE IT FURTHER RESOLVED that should state and/or federal funding cease for this grant, the Human Services Committee shall review the need for continuing the specified program and related head count; and

BE IT FURTHER RESOLVED that should the Human Services Committee determine the need for other funding is appropriate, it may recommend action to the County Board by resolution.

Enacted and approved this 13th day of January, 2026 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

ACCEPTANCE AND APPROPRIATION TO ESTABLISH THE
LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM HHS GRANT PY26
INTER-GOVERNMENTAL AGREEMENT NO. 26-224028
COMPANY 5000 – ACCOUNTING UNIT 1420
\$3,657,594

REVENUE

41000-0002 - Federal Operating Grant - HHS \$ 3,657,594

TOTAL ANTICIPATED REVENUE \$ 3,657,594

EXPENDITURES

PERSONNEL

50000-0000 - Regular Salaries \$ 372,720
50010-0000 - Overtime 11,528
51010-0000 - Employer Share I.M.R.F. 34,229
51030-0000 - Employer Share Social Security 29,397
51040-0000 - Employee Med & Hosp Insurance 51,699

TOTAL PERSONNEL \$ 499,573

CONTRACTUAL

53090-0000 - Other Professional Services \$ 157,277
53260-0000 - Wireless Communication Svc 580
53500-0000 - Mileage Expense 683
53510-0000 - Travel Expense 671
53600-0000 - Dues & Memberships 929
53610-0000 - Instruction & Schooling 451
53800-0000 - Printing 2,194
53800-0001 - Copier Usage 16
53804-0000 - Postage & Postal Charges 2,898
53807-0000 - Subscription It Arrangements 3,713
53821-0000 - Energy Grants 2,988,253
53830-0000 - Other Contractual Expenses 220

TOTAL CONTRACTUAL \$ 3,157,885

CAPITAL

54100-0700 - IT Equipment - Capital Lease

\$ 136

TOTAL CAPITAL

\$ 136

TOTAL ADDITIONAL APPROPRIATION

\$ 3,657,594



**GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
AND
DuPage County**

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and DuPage County (Grantee) (collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

PART ONE – The Uniform Terms

Article I	Definitions
Article II	Award Information
Article III	Grantee Certifications and Representations
Article IV	Payment Requirements
Article V	Scope of Award Activities/Purpose of Award
Article VI	Budget
Article VII	Allowable Costs
Article VIII	Lobbying
Article IX	Maintenance and Accessibility of Records; Monitoring
Article X	Financial Reporting Requirements
Article XI	Performance Reporting Requirements
Article XII	Audit Requirements
Article XIII	Termination; Suspension; Non-compliance
Article XIV	Subcontracts/Subawards
Article XV	Notice of Change
Article XVI	Structural Reorganization and Reconstitution of Board Membership
Article XVII	Conflict of Interest
Article XVIII	Equipment or Property
Article XIX	Promotional Materials; Prior Notification
Article XX	Insurance
Article XXI	Lawsuits and Indemnification
Article XXII	Miscellaneous
Exhibit A	Project Description
Exhibit B	Deliverables or Milestones
Exhibit C	Contact Information
Exhibit D	Performance Measures and Standards
Exhibit E	Specific Conditions

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

The Parties or their duly authorized representatives hereby execute this Agreement.

ILLINOIS DEPARTMENT OF COMMERCE AND
ECONOMIC OPPORTUNITY

DUPAGE COUNTY

By: Type text here

Signature of Kristin A. Richards, Director

Date: _____

By: _____

Signature of Designee

Date: _____

Printed Name: _____

Printed Title: _____

Designee

By: _____

Signature of Second Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____

Second Grantor Approver

By: _____

Signature of Third Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____

Third Grantor Approver

By: _____

Signature of Authorized Representative

Date: _____

Printed Name: Mary A Keating

Printed Title: Executive Director

Email: Mary.Keating@dupagecounty.gov

By: _____

Signature of Second Grantee Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____

Second Grantee Approver
(optional at Grantee's discretion)

PART ONE – THE UNIFORM TERMS

ARTICLE I DEFINITIONS

1.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Award” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Budget” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Catalog of State Financial Assistance” or “CSFA” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Close-out Report” means a report from the Grantee allowing Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Cooperative Research and Development Agreement” has the same meaning as in 15 USC 3710a.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Financial Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“GATU” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Agreement” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grantee Compliance Enforcement System” has the same meaning as in 44 Ill. Admin. Code 7000.30.

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

“Grantee Portal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Cost Rate” means a device for determining in a reasonable manner the proportion of Indirect Costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Obligations” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Period of Performance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with the term "net revenue."

"Program" means the services to be provided pursuant to this Agreement. "Program" is used interchangeably with "Project."

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

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

"SAM" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"State-issued Award" means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. "State-issued Award" does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of "contract" under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

"Illinois Stop Payment List" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unallowable Cost" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unique Entity Identifier" or "UEI" has the same meaning as in 44 Ill. Admin. Code 7000.30.

ARTICLE II AWARD INFORMATION

2.1. Term. This Agreement is effective on **10/01/2025** and expires on **08/31/2027** (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds must not exceed **\$3,657,594.00**, of which **\$3,657,594.00** are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. Payment. Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**):

The Award amount listed in Paragraph 2.2 is not a guarantee of payment, and Grantee's receipt of Grant Funds is contingent upon all terms and conditions of this Agreement.

Reimbursement

Payments to the Grantee are subject to the Grantee's submission and certification of eligible costs and any documentation as required by the Grantor. Payment shall be initiated upon the Grantor's approval of eligible costs and cash amount requested for reimbursement of those costs.

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is **G-2602ILLIEA**, the federal awarding agency is **Department Of Health And Human Services**, and the Federal Award date is **10/01/2025**. If applicable, the Assistance Listing Program Title is **Low-Income Home Energy Assistance** and Assistance Listing Number is **93.568**. The Catalog of State Financial Assistance (CSFA) Number is 420-70-0090 and the CSFA Name is Low-Income Home Energy Assistance. If applicable, the State Award Identification Number (SAIN) is 90-62464.

**ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS**

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and **W7KRN7E54898** is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. Tax Identification Certification. Grantee certifies that: **366006551** is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

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

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

3.3. Compliance with Uniform Grant Rules. Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

3.4. **Representations and Use of Funds.** Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

3.5. **Specific Certifications.** Grantee is responsible for compliance with the enumerated certifications in this Paragraph to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 et seq.).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 USC 1251 et seq.).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to \$30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 et seq.); and the Age Discrimination Act of 1975 (42 USC 6101 et seq.).

(q) **Internal Revenue Code and Illinois Income Tax Act.** Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5),

and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

ARTICLE IV PAYMENT REQUIREMENTS

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor must provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Paragraph will be effective upon the date of the written notice unless otherwise indicated.

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by Grantor in Exhibit A, PART TWO or PART THREE of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in PART TWO OR PART THREE. Grantee must return to Grantor within forty-five (45) days of the end of the applicable time period as set forth in this Paragraph all remaining Grant Funds that are not expended or legally obligated.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in PART TWO or PART THREE, Grantee must manage federal funds received under this Agreement in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 et seq.) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. Payments to Third Parties. Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under Exhibit A may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee or a subrecipient will be treated in accordance with 2 CFR 200.305(b)(12), unless otherwise provided in PART TWO or PART THREE. Grantee

and its subrecipients must remit annually any amount due in accordance with 2 CFR 200.305(b)(12) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(10), (b)(11).

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in ARTICLE II, **PART TWO**, or **PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

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

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

5.1. Scope of Award Activities/Purpose of Award. Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

5.2. Scope Revisions. Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

ARTICLE VI

BUDGET

6.1. Budget. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

ARTICLE VII ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Government-wide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge a *de minimis* rate up to 15 percent of modified total direct costs, which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).

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

7.4. **Commercial Organization Cost Principles.** The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.5. **Financial Management Standards.** The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(9) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit E** of the requirement to submit personnel activity reports. 2 CFR 200.430(g)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment must be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.6. Profits. It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.7. Management of Program Income. Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII LOBBYING

8.1. Improper Influence. Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. Federal Form LLL. If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

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

8.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

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

8.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE IX MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

9.1. Records Retention. Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

9.3. Failure to Maintain Books and Records. Failure to maintain adequate books, records and supporting documentation, as described in this ARTICLE, will result in the disallowance of costs for which there is insufficient supporting documentation and also establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

9.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements, including applicable programmatic rules, regulations, and guidelines that the Grantor promulgates or implements, and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE X FINANCIAL REPORTING REQUIREMENTS

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit reports to Grantor describing the expenditure(s) of the funds related thereto at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in either PART TWO or PART THREE (approved as an exception by GATU) or on Exhibit E pursuant to specific conditions. 2 CFR 200.328(b). Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in **PART TWO** or **PART THREE**, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in **PART TWO** or **PART THREE**. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in **Exhibit D**, **PART TWO** or **PART THREE** at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in either **PART TWO** or **PART THREE** (approved as an exception by GATU), or on **Exhibit E** pursuant to specific conditions. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329.

11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and project or program accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the reporting period (for example, comparing costs to units of accomplishment); computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; the reasons why established goals were not met, if appropriate; and additional information, analysis, and explanation of any cost overruns or higher-than-expected unit costs. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

ARTICLE XII AUDIT REQUIREMENTS

12.1. Audits. Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

12.3. Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends at least \$1,000,000 in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$1,000,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least \$750,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$750,000 in State-issued Awards, but expends at least \$500,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.

12.4. "For-Profit" Entities.

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

(b) **Program-Specific Audit.** If, during its fiscal year, Grantee expends at least \$1,000,000 in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) **Financial Statement Audit.** If, during its fiscal year, Grantee expends less than \$1,000,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) **Publicly-Traded Entities.** If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. **Performance of Audits.** For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. **Delinquent Reports.** When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(3).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or

(iii) If the Award no longer effectuates the Program goals or agency priorities and if this termination is permitted in the terms and conditions of the Award, which must be detailed in **Exhibit A, PART TWO** or **PART THREE**.

13.2. **Suspension.** Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. **Non-compliance.** If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. **Objection.** If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. **Effects of Suspension and Termination.**

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

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.

13.6. **Close-out of Terminated Agreements.** If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

ARTICLE XIV
SUBCONTRACTS/SUBAWARDS

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must follow all applicable requirements set forth in 2 CFR 200.332.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XV NOTICE OF CHANGE

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (see Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, but not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or

governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

ARTICLE XVII CONFLICT OF INTEREST

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.112; 30 ILCS 708/35.

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any officer or any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant any such exemption subject to additional terms and conditions as Grantor may require.

ARTICLE XVIII EQUIPMENT OR PROPERTY

18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.327 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the

Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, to the greatest extent practicable and consistent with law, Grantee must, under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders under this Award.

ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). To use Grant Funds in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, these uses must be allowable under 2 CFR 200.421 and 200.467 and Grantee must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. Prior Notification/Release of Information. Grantee must notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and must cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XX INSURANCE

20.1. Maintenance of Insurance. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property (including equipment), or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

20.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered must be surrendered to Grantor.

ARTICLE XXI LAWSUITS AND INDEMNIFICATION

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

(a) Non-governmental entities. This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 et seq.) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) Governmental entities. This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

**ARTICLE XXII
MISCELLANEOUS**

22.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Illinois Executive Order 15-09.

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

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

22.4. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 et seq. Grantor does not waive sovereign immunity by entering into this Agreement.

22.8. Compliance with Law. Grantee is responsible for ensuring that Grantee's Obligations and services hereunder are performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).

22.10 Compliance with Whistleblower Protections. Grantee must comply with the Whistleblower Act (740 ILCS 174/1 *et seq.*) and the whistleblower protections set forth in 2 CFR 200.217, including but not limited to, the requirement that Grantee and its subrecipients inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

22.11. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between PART ONE and PART TWO or PART THREE of this Agreement, PART ONE controls. In the event there is a conflict between PART TWO and PART THREE of this Agreement, PART TWO controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in PART TWO or PART THREE, and in such cases, those requirements control.

22.12. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.

22.13. Headings. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

22.14. Counterparts. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

22.15. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

22.16. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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EXHIBIT A

PROJECT DESCRIPTION

Grantee must complete the Award Activities described on this **Exhibit A**, the Deliverables and Milestones listed on **Exhibit B** and the Performance Measures listed on **Exhibit D** within the term of this Agreement, as provided in Paragraph 2.1, herein.

AUTHORITY: The Grantor is authorized to make this Award pursuant to statutes cited in the Program Objective below.

The purpose of this authority is as follows:

To provide grants for client services under a comprehensive low income energy assistance program which incorporates assistance in regards to utility services(LIHEAP), and energy conservation measures via weatherization, in an effort to ensure citizens have access to affordable energy services.

PROJECT DESCRIPTION:

Through the Low Income Home Energy Assistance Program ("LIHEAP"), Grantee shall assist eligible households with the costs of home energy by incorporating fuel assistance, home weatherization and other related measures in accordance with the current LIHEAP regulations and requirements.

Grant Funds will be allocated to Local Administering Agencies (individually, each a "Grantee") to administer the LIHEAP on a local level, assisting low income residents in Illinois with energy and heating bills and providing other LIHEAP-related services. Grantee must comply with all LIHEAP regulations, requirements, policies and procedures set forth by federal and state laws and by Grantor including, but not limited to, the Grantor Office of Community Assistance ("OCA") program manual(s), technical assistance memoranda, written directives, training, and any other guidance or instructions in connection with the LIHEAP.

Program Objective

Grantee must use Grant Funds provided under this Agreement for the LIHEAP to develop and implement a program to assist low income, Illinois residents conserve fuel and defray rising costs of energy as set forth in Exhibits A and B, herein. For carrying out such program objectives, the total compensation and reimbursement payable by the Grantor to the Grantee shall be in compliance with and not exceed the amount specified in the Budget (Attachment A). The Grantor shall distribute/pay the total amount of the Grant Funds to the Grantee in accordance with the Energy Assistance Act (305 ILCS 20/1 *et seq.*), applicable sections of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75), Subpart H of the Department of Health and Human Services Block Grant Regulations (45 CFR Part 96), Title XXVI of the Omnibus Budget Reconciliation Act of 1981 establishing the Low Income Home Energy Assistance Act of 1981, the Federal Economic Opportunity Act of 1964 (42 USC § 2701 (*see also* 42 USC § 8621 *et seq.*, Chapter 94, Subchapter II)), the Illinois Administrative Rules (47 Ill. Admin. Code Part 100), and any other applicable regulations and policies promulgated by the federal and state governments and by the Grantor. The Grantee further agrees that this Agreement is subject to such modifications which the Grantor determines may be required by federal or state laws, rules, or regulations applicable to this Agreement. Any such modifications to this Agreement shall be incorporated in accordance with the applicable provisions herein, including but not limited to, paragraphs 5.2 and 6.2.

EXHIBIT B

DELIVERABLES OR MILESTONES

Grantee shall perform the following tasks, including but not limited to:

- Grantee shall make payments under this Award with respect to households with income, which does not exceed a level determined and communicated by Grantor.
- Grantee shall place top priority on outreach efforts to the elderly and disabled populations, but must not discriminate against any other population groups. Grantee must conduct outreach activities designed to ensure that eligible households are made aware of the assistance available under this Award, and any similar energy-related assistance available under the federal and state statutes and rules referenced in Exhibit A, herein, including Subpart H of the Department of Health and Human Services Energy Assistance Block Grant Regulations (45 CFR Part 96), Title XXVI of the Omnibus Budget Reconciliation Act of 1981 establishing the Low Income Home Energy Assistance Act of 1981 (the "Act"), the Federal Economic Opportunity Act of 1964 (42 USC § 2701 (*see also* 42 USC § 8621 *et seq.*, Chapter 94, Subchapter II)), the Energy Assistance Act (305 ILCS 20/1 *et seq.*), and the Illinois Administrative Rules (47 Ill. Admin. Code Part 100).
- Grantee shall coordinate activities under this Award with similar and related programs administered by the federal government and the State of Illinois, particularly low income energy-related programs relating to Community Services Block Grant Program, the Supplemental Security Income Program under Part A of Title IV of the Social Security Act, or under any other provision of law which carries out programs which were administered under the Economic Opportunity Act of 1964 (42 USC § 2701 (*see also* 42 USC § 8621 *et seq.*, Chapter 94, Subchapter II)) before the date of the enactment of the Act.
- Grantee shall provide, in a manner consistent with the efficient and timely payment of benefits, the highest level of assistance to those households which have the lowest incomes and the highest energy costs in relation to income, also taking into account the number of members in the household.
- Grantee shall establish procedures to notify each participating household of the amount of assistance paid on its behalf. Grantee shall assure that no payment is made to a home energy supplier unless the Grantee or the Grantor has a separate written agreement outlining the terms for the supplier's acceptance of such payment.
- Grantee shall provide assurances that owners and renters will be treated equitably under the LIHEAP.
- Grantee shall permit and cooperate with federal investigations undertaken in accordance with Section 8627 of the Low Income Home Energy Assistance Act of 1981 (42 USC § 8627).
- Grantee shall provide beneficiary applicant an opportunity to participate in a fair hearing and appeal process if the individual's claims for assistance under the LIHEAP State Plan is denied or not acted upon with reasonable promptness (47 Ill. Admin. Code 100.90).
- Grantee shall provide to Grantor an implementation plan, which shall include a detailed description of Grantee's intake/outreach processing and approval systems. If an appointment system is used, then it too should be described in detail in the implementation plan. Grantee shall maintain its detailed description of the intake/outreach processing and approval systems on file for the Grantor's review.
- Grantee shall respond in writing to all written technical assistance recommendations by the Grantor. The Grantee must submit all required reports to the Grantor, in the prescribed manner, by the required date of submission. A list of all required reports is outlined in the Grantor OCA program manual(s).

- Grantee shall perform any and all other tasks, as requested by Grantor and in furtherance of the LIHEAP requirements.

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

Name: Kristin A. Richards
Title: Director
Address: 1011 S. 2nd St.
Springfield, IL 62704

GRANTEE CONTACT

Name: Mary A Keating
Title: Executive Director
Address: 421 North County Farm Road
Wheaton, IL 60187-3978

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address: N/A

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: Megan Maletich
Title: Grant Manager
Address: 1011 S. 2nd St.
Springfield, IL 62704
Phone: 217-557-8975
TTY#: (800) 785-6055
Email: megan.e.maletich@illinois.gov
Address:

GRANTEE CONTACT

Name: Mary A Keating
Title: Executive Director
Address: 421 North County Farm Road
Wheaton, IL 60187-3978
Phone: 630-407-6457
TTY#: N/A
Email: Mary.Keating@dupagecounty.gov
Address:

GRANTEE DESIGNEES

The following are designated as Authorized Designee(s) for the Grantee (See **PART TWO**, ARTICLE XXIII):

Authorized Designee: Gina Strafford-Ahmed
Authorized Designee Title: Administrator of Intake & Referral
Authorized Designee Phone: 630-407-6444
Authorized Designee Email: gina.strafford@duapgecounty.gov

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

Authorized Designee: Geoffrey Kinczyk
Authorized Designee Title: Accounting Manager
Authorized Designee Phone: 630-407-6182
Authorized Designee Email: Geoffrey.Kinczyk@dupagecounty.gov

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

GRANTOR CONTACT FOR AUDIT OR CONSOLIDATED YEAR-END FINANCIAL REPORTS QUESTIONS—AUDIT UNIT

Email: CEO.GrantHelp@Illinois.gov

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT AND REFUNDS—PROGRAM ACCOUNTANT

Name: Taylor Sagle
Email: taylor.sagle@illinois.gov
Phone: 217-785-6437
Fax#: N/A

Address: IDCEO-ACCOUNTING OFFICE
1011 S 2ND ST
SPRINGFIELD IL 62704-3004

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

Grantee's performance for this Award will be measured based on the LIHEAP and/or PIPP requirements, as applicable, that Grantor will review periodically during the Award Term, including, but not limited to the following:

1. Application Status Report (LH004):
 - Are GFE/CPR applications being processed (approved or denied) timely?
 - Are the applications in LAA Approved/Verified status that indicate the electronic communications stalled and the LAA needs to intervene?
 - Are there any LOF (Lack of Funds) applications the LAA should research and resolve?
 - Are there applications that have exceeded the 30-day timeframe to reach approved or denied for LIHEAP benefit status?
 - Are there crisis assistance applications that aren't processed within the 18/24 hour federally mandated timeframe?
 - Are there rejected applications that require LAA follow-up?
2. 90 Days Closeout Report (LH022): Applications on this report are past 30 days from the application date and therefore, out of compliance, and could be in jeopardy of being automatically denied by the LIHEAP database as "Application Lapsed."
3. Audit Invoices and Register Report (LH429): Does the LAA have unpaid registers that are more than 45 days from the Register Accepted date?
4. PIPP Finance Reports: These reports will be used to determine the timeliness of processing applications and paying vendors.

The Grantor reserves the right to deny any voucher request(s), at its discretion, based on lack of progress toward meeting the performance measures listed in Exhibit E. If the Grantee fails to meet any of the performance measures, and if deemed appropriate at the discretion of the Grantor, the Grant Funds may be decreased, and/or the Grantee may be responsible for the return of Grant Funds in the amount specified by the Grantor. The Grantor may initiate an Agreement modification(s) to de-obligate Grant Funds based on non-performance.

EXHIBIT E

SPECIFIC CONDITIONS

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

No Specific Conditions.

PART TWO – GRANTOR-SPECIFIC TERMS

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

ARTICLE XXIII AUTHORIZED SIGNATORY

23.1. Authorized Signatory. In processing this Award and related documentation, Grantor will only accept materials signed by the Authorized Signatory or Designee of this Agreement, as designated or prescribed in the Grantee's signature block or on **Exhibit C**. If the Authorized Signatory chooses to assign a designee to sign or submit materials required by this Agreement to Grantor, the Authorized Signatory must either send written notice to Grantor indicating the name of the designee, or provide notice as set forth in **Exhibit C**. Without this notice, Grantor will reject any materials signed or submitted on the Grantee's behalf by anyone other than the Authorized Signatory. The Authorized Signatory must approve each Authorized Designee separately by signing as indicated on **Exhibit C** or on the appropriate form provided by Grantor. If an Authorized Designee(s) appears on **Exhibit C**, the Grantee should verify the information and indicate any changes as necessary. Signatures of both the Authorized Signatory and the Authorized Designee are required in order for the Authorized Designee to have signature authority under this Agreement.

ARTICLE XXIV ADDITIONAL AUDIT PROVISIONS

24.1. Discretionary Audit. The Grantor may, at any time and in its sole discretion, require a program-specific audit, or other audit, SAS 115/AU-C265 letters (Auditor's Communication of Internal Control Related Matters) and SAS 114/AU-C260 letters (Auditor's Communication With Those Charged With Governance).

ARTICLE XXV ADDITIONAL MONITORING PROVISIONS

25.1. Cooperation with Audits and Inquiries, Confidentiality. Pursuant to ARTICLE IX, above, the Grantee is obligated to cooperate with the Grantor and other legal authorities in any audit or inquiry related to the Award. The Grantor or any other governmental authority conducting an audit or inquiry may require the Grantee to keep confidential any audit or inquiry and to limit internal disclosure of the audit or inquiry to those Grantee personnel who are necessary to support the Grantee's response to the audit or inquiry. This confidentiality requirement does not limit Grantee's right to discuss an audit or inquiry with its legal counsel. If a third party seeks to require the Grantee, pursuant to any law, regulation, or legal process, to disclose an audit or inquiry that has been deemed confidential by the Grantor or other governmental authority, the Grantee must promptly notify the entity that is conducting the audit or inquiry of such effort so that the entity that is conducting the audit or inquiry may seek a protective order, take other appropriate action, or waive compliance by the Grantee with the confidentiality requirement.

ARTICLE XXVI ADDITIONAL INTEREST PROVISIONS

26.1. Interest Earned on Grant Funds. Interest earned on Grant Funds in an amount up to \$500 per year may be retained by the Grantee for administrative expenses unless otherwise provided in **PART THREE**. Any additional interest earned on Grant Funds above \$500 per year must be returned to the Grantor pursuant to Paragraphs 4.3 and 29.2 herein, or as otherwise instructed by the Grant Manager or as set forth in **PART THREE**. All interest earned must be expended prior to Grant Funds. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Grantor as described in Paragraphs 4.3 and 29.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Grantor as provided in ARTICLE X herein. If applicable, the Grantor will remit interest earned and returned by Grantee to the U.S. Department of Health and Human Services

Payment Management System through the process set forth at 2 CFR 200.305(b)(12), or as otherwise directed by the federal awarding agency. The provisions of this Paragraph are inapplicable to the extent any statute, rule or program requirement provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in **PART THREE**.

**ARTICLE XXVII
ADDITIONAL BUDGET PROVISIONS**

27.1. Restrictions on Line Item Transfers. Unless set forth otherwise in **PART THREE** herein, Budget line item transfers within the guidelines set forth in paragraph 6.2 herein, which would not ordinarily require approval from Grantor, but result in an increase of ten percent (10%) or more to any expenditure category of the current approved Budget, are considered changes in the project scope and require Prior Approval from Grantor pursuant to 44 Ill. Admin. Code 7000.370(b).

**ARTICLE XXVIII
ADDITIONAL REPRESENTATIONS AND WARRANTIES**

28.1. Grantee Representations and Warranties. In connection with the execution and delivery of this Agreement, the Grantee makes the following representations and warranties to Grantor:

(a) That it has no public or private interest, direct or indirect, and will not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Grantee's services and obligations under this Agreement;

(b) That no member of any governing body or any officer, agent or employee of the State, has a personal financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted by applicable statute, regulation or ordinance;

(c) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;

(d) That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel:

(i) Are not presently declared ineligible or voluntarily excluded from contracting with any federal or State department or agency;

(ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of federal or state antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;

(iii) Are not presently indicted for, or otherwise criminally or civilly charged, by a government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (ii) of this certification; and

(iv) Have not had, within a three (3)-year period preceding this Agreement, any judgment rendered in an administrative, civil or criminal matter against the Grantee, or any entity

associated with its principals or key personnel, related to a grant issued by any federal or state agency or a local government.

Any request for an exception to the provisions of this subparagraph (d) must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction; and

(e) Grantee certifies that it is not currently operating under, or subject to, any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Grantee's knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Grantee shall promptly notify Grantor of any such investigation. Grantee acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that Grantor is authorized to declare Grantee out of compliance with this Agreement and suspend or terminate the Agreement pursuant to ARTICLE XIII herein and any applicable rules.

ARTICLE XXIX

ADDITIONAL TERMINATION, SUSPENSION, BILLING SCHEDULE AND NON-COMPLIANCE PROVISIONS

29.1. Remedies for Non-Compliance. If Grantor suspends or terminates this Agreement pursuant to ARTICLE XIII herein, Grantor may also elect any additional remedy allowed by law, including, but not limited to, one or more of the following remedies:

(a) Direct the Grantee to refund some or all of the Grant Funds disbursed to it under this Agreement; and

(b) Direct the Grantee to remit an amount equivalent to the "Net Salvage Value" of all equipment or materials purchased with Grant Funds provided under this Agreement. For purposes of this Agreement, "Net Salvage Value" is defined as the amount realized, or that the Parties agree is likely to be realized from, the sale of equipment or materials purchased with Grant Funds provided under this Agreement at its current fair market value, less selling expenses.

29.2. Grant Refunds. In accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.*, the Grantee must, within forty-five (45) days of the effective date of a termination of this Agreement, refund to Grantor, any balance of Grant Funds not spent or not obligated as of that date.

29.3. Grant Funds Recovery Procedures. In the event that Grantor seeks to recover from Grantee Grant Funds received pursuant to this Award that: (i) Grantee cannot demonstrate were properly spent, or (ii) have not been expended or legally obligated by the time of expiration or termination of this Award, the Parties agree to follow the procedures set forth in the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.* (GFRA), for the recovery of Grant Funds, including the informal and formal hearing requirements. All remedies available in Section 6 of the GFRA will apply to these proceedings. The Parties agree that Grantor's Administrative Hearing Rules (56 Ill. Admin. Code Part 2605) and/or any other applicable hearing rules shall govern these proceedings.

29.4. Grantee Responsibility. Grantee will be held responsible for the expenditure of all Grant Funds received through this Award, whether expended by Grantee or a subrecipient or contractor of Grantee. Grantor may seek any remedies against Grantee permitted pursuant to this Agreement and 2 CFR 200.339 for the action of a subrecipient or contractor of Grantee that is not in compliance with the applicable statutes, regulations or the terms and conditions of this Award.

29.5. Billing Schedule. In accordance with paragraph 4.8, herein Grantee must submit all payment requests to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART THREE** or Paragraph 2.3. Failure to submit such payment request timely will render the amounts billed an

unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee must timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension cannot be unreasonably withheld. The payment requirements of this Paragraph supersede those set forth in Paragraph 4.8.

ARTICLE XXX ADDITIONAL MODIFICATION PROVISIONS

30.1. Modifications by Operation of Law. This Agreement is subject to such modifications as the Grantor determines, in its sole discretion, may be required by changes in federal or State law or regulations applicable to this Agreement. Grantor will initiate such modifications, and Grantee will be required to agree to the modification in writing as a condition of continuing the Award. Any such required modification will be incorporated into and become part of this Agreement as if fully set forth herein. The Grantor will timely notify the Grantee of any pending implementation of or proposed amendment to any laws or regulations of which it has notice.

30.2. Discretionary Modifications. If either the Grantor or the Grantee wishes to modify the terms of this Agreement other than as set forth in ARTICLES V and VI and Paragraphs 30.1 and 30.3, written notice of the proposed modification must be given to the other Party. Modifications will only take effect when agreed to in writing by both the Grantor and the Grantee. However, if the Grantor notifies the Grantee in writing of a proposed modification, and the Grantee fails to respond to that notification, in writing, within thirty (30) days, the Grantor may commence a process to suspend or terminate this Award. In making an objection to the proposed modification, the Grantee must specify the reasons for the objection and the Grantor will consider those objections when evaluating whether to follow through with the proposed modification. The Grantor's notice to the Grantee must contain the Grantee name, Agreement number, Amendment number and purpose of the revision. If the Grantee seeks any modification to the Agreement, the Grantee must submit a detailed narrative explaining why the Project cannot be completed in accordance with the terms of the Agreement and how the requested modification will ensure completion of the Grant Activities, Deliverables, Milestones and/or Performance Measures (**Exhibits A, B and D**).

30.3. Unilateral Modifications. The Parties agree that Grantor may, in its sole discretion, unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the sole purpose of increasing the Grantee's funding allocation as additional funds become available for the Award during the program year covered by the Term of this Agreement.

30.4. Management Waiver. The Parties agree that the Grantor may issue a waiver of specific requirements of this Agreement after the term of the Agreement has expired. These waivers are limited to non-material changes to specific provisions that the Grantor determines are necessary to place the Grantee in administrative compliance with the requirements of this Agreement. A management waiver issued after the Term of the Agreement has expired will supersede the original requirements of this Agreement that would normally require a modification of this Agreement to be executed. The Grantor will make no modifications of this Agreement not agreed to prior to the expiration of the Agreement beyond what is specifically set forth in this Paragraph.

30.5. Term Extensions. The Grantee acknowledges that all Grant Funds must be expended or legally obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (**Exhibits A, B and D**) must be completed during the Term of the Agreement. Extensions of the Term will be granted only for good cause, subject to the Grantor's discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*), no Award may be extended in total beyond a two (2)-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Award Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Award Term or extended Award Term, as applicable, stating the reason for the extension. If Grantee provides reasonable extenuating circumstances, Grantee may request an extension of the Award Term with less than sixty (60) days remaining.

**ARTICLE XXXI
ADDITIONAL CONFLICT OF INTEREST PROVISIONS**

31.1. Bonus or Commission Prohibited. The Grantee shall not pay any bonus or commission for the purpose of obtaining the Grant Funds awarded under this Agreement.

**ARTICLE XXXII
ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS**

32.1. Equipment Management. The Grantee is responsible for replacing or repairing equipment and materials purchased with Grant Funds that are lost, stolen, damaged, or destroyed. Any loss, damage or theft of equipment and materials must be investigated and fully documented, and immediately reported to the Grantor and, where appropriate, the appropriate law enforcement authorities.

32.2. Purchase of Real Property. If permitted by the Award Budget and scope of activities provided in this Agreement, a Grantee may use the Grant Funds during the Award Term for the costs associated with the purchase of real property (as defined by 2 CFR 200.1) either through the use of reimbursement or advanced funds as permitted in Paragraph 2.3 of this Agreement for the following purposes and consistent with the Grantor's bondability guidelines and 2 CFR 200:

- (a) Cash payment of the entirety or a portion of the real property acquisition;
- (b) Cash Payment of a down payment for the acquisition;
- (c) Standard and commercially reasonable costs required to be paid at the acquisition closing (*i.e.*, closing costs); or
- (d) Payments to reduce the debt incurred by Grantee to purchase the real property.

32.3. Bonding Requirements. If Grant Funds through this Award are used for construction or facility improvement projects that exceed the Simplified Acquisition Threshold, the Grantee must comply with the minimum bonding requirements listed in 2 CFR 200.326(a) – (c). Grantor will not accept the Grantee's own bonding policy and requirements.

32.4. Lien Requirements. Grantor may direct Grantee in writing to record a lien or notice of State or federal interest on the property purchased or improved with Grant Funds. 2 CFR 200.316. If Grantor makes this direction and the Grantee does not comply, the Grantor may: (a) record the lien or notice of State or federal interest and reduce the amount of the Grant Funds by the cost of recording the lien or notice of State or federal interest, or (b) suspend this Award until Grantee complies with Grantor's direction.

**ARTICLE XXXIII
APPLICABLE STATUTES**

To the extent applicable, Grantor and Grantee shall comply with the following:

33.1. Land Trust Beneficial Interest Disclosure Act (765 ILCS 405/2.1). No Grant Funds will be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land, which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Grantor identifying each beneficiary of the land trust by name and address and defining such interest therein. This affidavit must be filed with the Illinois Office of the Comptroller as an attachment to this Agreement.

33.2. Historic Preservation Act (20 ILCS 3420/1 et seq.). The Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Department of Natural Resources, Historic Preservation Division. The Grantee must not expend Grant Funds under this Agreement for any project, activity, or program that can result in changes in the character or use of historic property, if any historic property is located in the area of potential effects without the approval of the Illinois Department of Natural Resources, Historic Preservation Division. 20 ILCS 3420/3(f).

33.3. Victims' Economic Security and Safety Act (820 ILCS 180 et seq.). If the Grantee has one (1) or more employees, it may not discharge or discriminate against an employee who is a victim of domestic or sexual violence, or who has a family or household member who is a victim of domestic or sexual violence, for taking up to the allowable amount of leave from work to address the domestic violence, pursuant to the Victims' Economic Security and Safety Act. 820 ILCS 180/20(a)(2). The Grantee is not required to provide paid leave under the Victims' Economic Security and Safety Act, but may not suspend group health plan benefits during the leave period. Any failure on behalf of the Grantee to comply with all applicable provisions of the Victims' Economic Security and Safety Act, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by statute or regulation.

33.4. Equal Pay Act of 2003 (820 ILCS 112 et seq.). If the Grantee has one (1) or more employees, it is prohibited by the Equal Pay Act of 2003 from: (a) discriminating between employees by paying unequal wages on the basis of sex for doing the same or substantially similar work; (b) discriminating between employees by paying wages to an African-American employee at a rate less than the rate at which the Grantee pays wages to another employee who is not African-American for the same or substantially similar work; (c) remedying violations of the Equal Pay Act of 2003 by reducing the wages of other employees or discriminating against any employee exercising their rights under the Equal Pay Act of 2003; and (d) screening job applicants based on their current or prior wages or salary histories, or requesting or requiring a wage or salary history from an individual as a condition of employment or consideration for employment. Any failure on behalf of the Grantee to comply with all applicable provisions of the Equal Pay Act of 2003, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by statute or regulation.

33.5. Steel Products Procurement Act (30 ILCS 565/1 et seq.). The Grantee, if applicable, hereby certifies that any steel products used or supplied in accordance with this Award for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565/1 et seq.).

33.6. Business Enterprise for Minorities, Women, and Persons with Disabilities Act and Illinois Human Rights Act (30 ILCS 575/0.01; 775 ILCS 5/2-105). The Grantee acknowledges and hereby certifies compliance with the provisions of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, and the equal employment practices of Section 2-105 of the Illinois Human Rights Act for the provision of services which are directly related to the Award activities to be performed under this Agreement.

33.7. Identity Protection Act (5 ILCS 179/1 et seq.) and Personal Information Protection Act (815 ILCS 530/1 et seq.). The Grantor is committed to protecting the privacy of its vendors, grantees and beneficiaries of programs and services. At times, the Grantor will request social security numbers or other personal identifying information. Federal and state laws, rules and regulations require the collection of this information for certain purposes relating to employment and/or payments for goods and services, including, but not limited to, Awards. The Grantor also collects confidential information for oversight and monitoring purposes.

Furnishing personal identity information, such as a social security number, is voluntary; however, failure to provide required personal identity information may prevent an individual or organization from using the services/benefits provided by the Grantor as a result of state or federal laws, rules and regulations.

To the extent the Grantee collects or maintains protected personal information as part of carrying out the Award activities, the Grantee must maintain the confidentiality of the protected personal information in accordance with applicable law and as set forth below.

(a) **Personal Information Defined.** As used herein, "Personal Information" shall have the definition set forth in the Personal Information Protection Act, 815 ILCS 530/5 ("PIPA").

(b) **Protection of Personal Information.** The Grantee must use at least reasonable care to protect the confidentiality of Personal Information that is collected or maintained as part of the Award activities and (i) not use any Personal Information for any purpose outside the scope of the Award activities and (ii) except as otherwise authorized by the Grantor in writing, limit access to Personal Information to those of its employees, contractors, and agents who need such access for purposes consistent with the Award Activities. If Grantee provides any contractor or agent with access to Personal Information, it must require the contractor or agent to comply with the provisions of this Paragraph.

(c) **Security Assurances.** Grantee represents and warrants that it has established and will maintain safeguards against the loss and unauthorized access, acquisition, destruction, use, modification, or disclosure of Personal Information and shall otherwise maintain the integrity of Personal Information in its possession in accordance with any federal or state law privacy requirements, including PIPA. These safeguards must be reasonably designed to (i) ensure the security and confidentiality of the Personal Information, (ii) protect against any anticipated threats or hazards to the security or integrity of Personal Information, and (iii) protect against unauthorized access to or use of Personal Information. Additionally, Grantee will have in place policies, which provide for the secure disposal of documents and information which contain Personal Information, including but not limited to shredding documents and establishing internal controls over the authorized access to such information. 815 ILCS 530/40.

(d) **Breach Response.** In the event of any unauthorized access to, unauthorized disclosure of, loss of, damage to or inability to account for any Personal Information (a "Breach"), Grantee agrees that it will promptly, at its own expense: (i) report such Breach to the Grantor by telephone with immediate written confirmation sent by e-mail, describing in detail any accessed materials and identifying any individual(s) who may have been involved in such Breach; (ii) take all actions necessary or reasonably requested by the Grantor to stop, limit or minimize the Breach; (iii) restore and/or retrieve, as applicable, and return all Personal Information that was lost, damaged, accessed, copied or removed; (iv) cooperate in all reasonable respects to minimize the damage resulting from such Breach; (v) provide any notice to Illinois residents as required by 815 ILCS 530/10, 815 ILCS 530/12 or applicable federal law, in consultation with the Grantor; and (vi) cooperate in the preparation of any report related to the Breach that the Grantor may need to present to any governmental body.

(e) **Injunctive Relief.** Grantee acknowledges that, in the event of a breach of this Paragraph, Grantor will likely suffer irreparable damage that cannot be fully remedied by monetary damages. Accordingly, in addition to any remedy which the Grantor may possess pursuant to applicable law, the Grantor retains the right to seek and obtain injunctive relief against any such breach in any Illinois court of competent jurisdiction.

(f) **Compelled Access or Disclosure.** The Grantee may disclose Personal Information if it is compelled by law, regulation, or legal process to do so, provided the Grantee gives the Grantor at least ten (10) days' prior notice of such compelled access or disclosure (to the extent legally permitted) and reasonable assistance if the Grantor wishes to contest the access or disclosure.

**ARTICLE XXXIV
ADDITIONAL MISCELLANEOUS PROVISIONS**

34.1. Workers' Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes. The Grantee must provide Workers' Compensation insurance where the same is required and accepts full responsibility for the payment of unemployment insurance, premiums for Workers' Compensation, Social Security and retirement and health insurance benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.

34.2. Required Notice. Grantee agrees to give prompt notice to the Grantor of any event that may materially affect the performance required under this Agreement. Any notice or final decision by Grantor relating to (a) a Termination or Suspension (ARTICLE XIII), (b) Modifications, Management Waivers or Term Extensions (ARTICLE XXX) or (c) Assignments (Paragraph 22.2) must be executed by the Director of the Grantor or her or his authorized designee.

**ARTICLE XXXV
ADDITIONAL REQUIRED CERTIFICATIONS**

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any federal funding source as set forth in this Agreement. Grantee's execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

35.1. Sexual Harassment. The Grantee certifies that it has written sexual harassment policies that must include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by Sections 6-101 and 6-101.5 of the Illinois Human Rights Act. 775 ILCS 5/2-105(A)(4). A copy of the policies must be provided to the Grantor upon request.

35.2. Federal, State and Local Laws; Tax Liabilities; State Agency Delinquencies. The Grantee is required to comply with all federal, state and local laws, including but not limited to the filing of any and all applicable tax returns. If Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor will disburse Grant Funds only if the Grantee enters into an installment payment agreement with the applicable tax authority and remains in good standing with that authority. Grantee is required to tender a copy of all relevant installment payment agreements to the Grantor. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. **The execution of this Agreement by the Grantee is its certification that: (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.**

35.3. Lien Waivers. If applicable, the Grantee must monitor construction to assure that necessary contractors' affidavits and waivers of mechanics liens are obtained prior to release of Grant Funds to contractors and subcontractors.

35.4. Grant for the Construction of Fixed Works. Grantee certifies that all Projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement will be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the

construction of the Projects, Grantee must comply with the requirements of the Prevailing Wage Act including, but not limited to: (a) paying the prevailing rate of wages required by the Illinois Department of Labor, or a court on review, to all laborers, workers and mechanics performing work with Grant Funds provided through this Agreement, (b) inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Project must be paid to all laborers, workers, and mechanics performing work under this Award; and (c) requiring all bonds of contractors to include a provision as will guarantee the faithful performance of the prevailing wage clause as provided by contract.

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PART THREE – PROJECT-SPECIFIC TERMS

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

ARTICLE XXXVI REPORT DELIVERABLE SCHEDULE

36.1. External Audit Reports. External Audit Reports may be required. Refer to ARTICLE XII of this Agreement to determine whether you are required to submit an External Audit Report and the applicable due date.

36.2. Annual Financial Reports. Annual Financial Reports may be required. Refer to Paragraph 12.2 of this Agreement to determine whether you are required to submit Annual Financial Reports.

36.3. Required Periodic Reports. Below is the required periodic reporting schedule for this Award.

January 2026

- Annual Annual Financial Report (01/30/2026) - Covering Period of 10/01/2025 - 12/31/2025; Send To: Grant Manager
 - Supporting Documents: Supporting documentation as requested by OCA.
- Annual Annual Performance Report (01/30/2026) - Covering Period of 10/01/2025 - 12/31/2025; Send To: Grant Manager
 - Supporting Documents: Supporting documentation as requested by OCA.

February 2027

- Annual Annual Financial Report (02/01/2027) - Covering Period of 01/01/2026 - 12/31/2026; Send To: Grant Manager
 - Supporting Documents: Supporting documentation as requested by OCA.
- Annual Annual Performance Report (02/01/2027) - Covering Period of 01/01/2026 - 12/31/2026; Send To: Grant Manager
 - Supporting Documents: Supporting documentation as requested by OCA.

September 2027

- Annual Annual Financial Report (09/30/2027) - Covering Period of 01/01/2027 - 08/31/2027; Send To: Grant Manager
 - Supporting Documents: Supporting documentation as requested by OCA.
- Annual Annual Performance Report (09/30/2027) - Covering Period of 01/01/2027 - 08/31/2027; Send To: Grant Manager
 - Supporting Documents: Supporting documentation as requested by OCA.

October 2027

- End of grant Closeout Financial Report and Reconciliation (10/15/2027) - Covering Period of 10/01/2025 - 08/31/2027; Send To: Grant Manager
 - Supporting Documents: Closeout Financial Report and the OCA Grant Reconciliation Package as well as requested supporting documentation.
- End of grant Closeout Performance Report (10/15/2027) - Covering Period of 10/01/2025 - 08/31/2027; Send To: Grant Manager

- Supporting Documents: Closeout Performance Report, as well as requested supporting documentation.

36.4. Changes to Reporting Schedule. Changes to the schedules for periodic reporting, the external audit reports and the annual financial reports do not require a formal modification to this Agreement pursuant to Paragraph 22.4 and ARTICLE XXX, and may be changed unilaterally by the Grantor if necessitated by a change in the project schedule or at the discretion of the Grantor. The Grantee may not modify the reporting deliverable schedules in ARTICLES X, XI, XII and XXXVI unilaterally, and must obtain prior written approval from Grantor or the Grant Accountability and Transparency Unit of the Governor's Office of Management and Budget, if applicable, to change any reporting deadlines.

ARTICLE XXXVII GRANT-SPECIFIC TERMS/CONDITIONS

37.1. This Agreement is issued contingent upon the Grantee's successful completion of the 2026 Low-Income Home Energy Assistance Program ("LIHEAP"). Failure of the Grantee to comply with the terms and conditions of the 2026 LIHEAP Grant Agreement may result in termination of this Grant Agreement.

37.2. Federal Grant Requirements.

(a) In addition to the federal requirements set forth in Article VII, herein this Award is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for U.S. Department of Health and Human Services ("HHS") awards at 45 CFR Part 75, which implement the language in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR 200, (the "Uniform Requirements"). For the avoidance of doubt, all references in this Agreement to any of the OMB Circulars are subject to the Uniform Requirements referenced herein.

(b) Grantee must also comply with the Low-Income Home Energy Assistance Act of 1981 (42 U.S.C. §§ 8621-8630), the federal LIHEAP block grant rules (45 CFR Part 96), the federal Energy Conservation and Production Act of 1976 (P.L. 94-385), the Energy Assistance Act (305 ILCS 20), the Illinois LIHEAP administrative rules (47 Ill. Admin. Code Part 100), and all related Grantor policies and procedures. Any specific exceptions to the Uniform Requirements adopted by HHS may be found at 2 CFR Part 300.

37.3. Administrative Costs. Pursuant to Article VII, herein Grantee shall receive reimbursement for Allowable Costs under the general Administrative, Client Assistance (solely for outreach purposes under HHS' Assurance 16 as required by law), and Program Support cost budget categories at a ratio of allowable expenditure to amounts budgeted no higher than the ratio of total allowable client benefit expenditures to the total amounts budgeted in the Client Assistance cost budget categories. As an example, a grantee which expends 75% of the total budgeted Client Assistance funds will only be allowed to spend 75% of the amount budgeted for general Administrative, Client Assistance (solely for outreach purposes under Assurance 16), and Program Support, respectively.

37.4. Additional Reporting Requirements. In addition to the reporting requirements set forth in paragraphs 10.1, 11.1 and 36.3, herein, as applicable, the Grantee must provide the following additional reports to Grantor:

- (a) For each Award, a certified cost report must be submitted via the GRS Fiscal electronic reporting system prior to submitting a request for Grant Funds;
- (b) Programmatic reports as required by Grantor; and

- (c) Any additional reports requested from Grantee by the Grantor.

37.5. Method of Compensation.

(a) In addition to the payment requirements described in Article IV, herein the Grant Funds will be distributed in accordance with the invoice-voucher procedures of the Office of the State Comptroller. The first payment of Grant Funds will be for program initiation and will be based on the Grantee's reported obligation for the program's immediate cash needs. Thereafter, the Grant Funds will be distributed for the dual purpose of covering the allowable expenditures to date, as well as the immediate cash needs of the Grantee to operate the program under this Agreement in accordance with the financial management standards set forth in Article VII, herein.

(b) Costs allocated to this Award must conform to the HHS cost principles at 45 CFR Part 75 and as set forth in the Uniform Requirements, as applicable. Further, costs charged under this Agreement cannot exceed the total amount of this Award.

37.6. Additional Audit Requirements. In addition to the audit requirements in Article XII, herein Grantor reserves the right to conduct limited scope audits, at any time, of any Grant Funds expended under this Agreement or of the Grantee's agency-wide financial statements. Grantor has the right to examine Grantee's corporate books and records which may be necessary to test the allocation equity of Grant Funds and to determine the ability of the Grantee to safeguard the Grant Funds. The Grantee must fully cooperate, in a timely manner, in preparing for and conducting the audit and in the resolution of audit findings.

37.7. Non-Expendable Personal Property.

(a) Grantee must not purchase non-expendable personal property, including, but not limited to, federally-owned and exempt property, equipment and supplies (collectively referred to as "Non-Expendable Personal Property") costing **\$10,000** or more without Grantor's prior written approval.

(b) In addition to Article XVIII, herein the Grantee agrees to comply with the applicable property standards set forth in 45 CFR §§ 75.316–75.323, as specifically related to its organization, in the management of Non-Expendable Personal Property for authorized LIHEAP purposes under this Award. Specifically, as set forth under 45 CFR §§ 75.319 – 75.321, Non-Expendable Personal Property includes such property acquired under this Agreement and also such property transferred to this Agreement from prior Grant Agreements.

(c) The Grantee may hold title in its name to all Non-Expendable Personal Property purchased with Grant Funds for operation of the program subject to the following: It is understood and agreed to by the Grantee that all Non-Expendable Personal Property purchased by the Grantee with Grant Funds or received from the Grantor shall not be the property of the Grantee but must instead be held by the Grantee in trust for the benefit of the people of the State of Illinois. As such, the Non-Expendable Personal Property held by the Grantee is subject to the following conditions: (i) Grantee must use the equipment for the authorized purposes of this Award during the period of performance, or until the property is no longer needed for the purposes of this Award; (ii) Grantee shall not encumber the property without approval of the Grantor; and (iii) Grantee shall use and dispose of the property in accordance with 45 CFR 75.320 and paragraph 18.4, herein. Grantee must not sell, abandon or otherwise dispose of such Non-Expendable Personal Property without the prior written approval of Grantor.

(d) In accordance with 45 CFR §§ 75.320–75.321, Non-expendable Personal Property must be used for LIHEAP purposes, as required under this Agreement, for as long as needed. While being used on the program under this Award, Non-Expendable Personal Property may be made available for "shared

use” with other activities, provided that such use will not interfere with its primary use for the original purposes of LIHEAP prescribed under this Award. When no longer needed for the program, equipment may be used for other projects subject to Grantor’s written approval.

(e) The Grantee must maintain appropriate property records and annually conduct an inventory of all Non-Expendable Personal Property purchased with Grant Funds. Within thirty (30) days of receipt of purchased equipment, an “Equipment Acquisition Form” must be completed by Grantee and sent to Grantor. Upon the termination of the Agreement and upon the election of Grantor, the Grantee must surrender possession of such property to Grantor.

37.8. Procurement. Grantee shall follow the procurement standards as established in 45 CFR §§ 75.326 – 75.335.

37.9. Travel Costs.

(a) Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the Grantee performing duties/services related to this Agreement in accordance with 45 CFR 75.474. Such costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the Grantee’s non-federally-funded activities and in accordance with the Grantee’s written travel reimbursement policies. Absent a policy, the Grantee must follow the rules of the Governor’s Travel Control Board. Notwithstanding the provisions of 45 CFR 75.444, travel costs of officials covered by that section are allowable with the prior written approval of the Federal awarding agency or Grantor when they are specifically related to the Federal award.

(b) Grantee must retain receipts on file as source documentation in accordance with Article VII, herein for travel expenses of its employees. Information on the federal domestic travel and per diem rates can be found at www.gsa.gov and 41 CFR Subtitle F, Chapters 300-304. Grantee’s policy cannot exceed the federal travel and per diem rates. However, if Grantee is required to exceed the federal travel rate due to circumstances beyond Grantee’s control for the purpose of travel related to this Agreement, Grantee must seek an exception in writing from Grantor to exceed the federal rate.

37.10. Publication, Reproduction and Use of Material. In addition to Article XIX, herein no material produced in whole or in part under this Award shall be subject to copyright in the United States or in any other country. Grantor shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under the Agreement.

37.11. Debarment. In addition to Grantee’s certification in paragraph 3.5(j) and the representations and warranties in paragraph 28.1, herein Grantee must additionally certify that all contractors and subcontractors are in compliance with paragraphs 3.5(j) and 28.1 prior to engaging their services under this Agreement and must certify such compliance at least annually thereafter.

37.12. Bond and Depository Insurance Requirements.

(a) Pursuant to 45 CFR 75.304, Grantee must provide bonding for every officer, director or employee who handles Grant Funds under this Agreement. The amount of coverage must be the higher of **\$100,000** or the highest cash draw during the term of the Agreement.

(b) In accordance with the payment standards and requirements set forth in 45 CFR 75.305, Grantee must place Grant Funds in an insured account, whenever possible, that bears interest, unless exempted under 45 CFR 75.305(b)(8). In the event the Grantee's Grant Funds deposits exceed insured limits, the Grantee must require the depository to pledge securities sufficient to cover the uninsured exposure.

37.13. Real Property Expenditures Prohibited. Grantee expressly understands and agrees not to use Grant Funds for the purchase or improvement of land or the purchase, construction, or permanent improvement (other than low-cost residential weatherization or other energy-related repairs as authorized by Grantor) of any building, facility or other real property.

37.14. Additional Budget Modification Provisions.

(a) Grantee expressly understands and agrees that the total amount of Grant Funds available under this Award is contingent upon the Grantee's ability to spend the Grant Funds in accordance with the Budget, as submitted by Grantee and approved by Grantor, and incorporated herein as an attachment (the "Budget").

(b) Grantor reserves the right to establish an initial amount of Grant Funds available to Grantee based on programmatic performance in previous years. Modifications to the Grantee's Budget will be initiated by Grantor if: (i) the Client Assistance cost category has been expended; (ii) the Grantee fails to expend Grant Funds in accordance with the original Budget or a revised Budget previously approved by Grantor; or (iii) Grantor determines that additional Grant Funds are necessary.

(c) In accordance with Article VI, herein Grantee shall obtain prior approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 45 CFR 75.308, subject to the following:

- **Program Support:** Pursuant to paragraph 27.1, herein Grantor hereby approves a variance up to 25% (or \$5,000, whichever is greater) for each of the 100 series sub-line items in the Program Support cost category of the Budget; provided, however, the cumulative allocation of Grant Funds for Program Support (total sum of each sub-line item) may not exceed the original allocation for the Program Support cost category and may not result in an increase to the total Budget (as originally approved by Grantor at application) without prior Grantor written approval. However, Grantee may *decrease* the allocation of Grant Funds in the Program Support cost category without seeking Grantor approval.
- **Client Benefits:** Pursuant to paragraph 27.1, herein Grantor hereby approves a variance up to 25% (or \$5,000, whichever is greater) for the Client Benefits budget Line 0201 only. In no event may such transfers in this specific cost category result in an increase to the total Budget without prior Grantor written approval.
- **Direct Administrative Costs:** Pursuant to paragraph 27.1, herein Grantor hereby approves a variance up to 25% (or \$5,000, whichever is greater) for each of the 300 series sub-line items except Line 317 Indirect Costs in the Direct Administration cost category of the Budget. In no event may such transfers in this specific cost category result in an increase to the total Grant Budget or increase to the total original allocation for the Administration cost category [total of the combined amounts of the Direct Administrative and Indirect Costs lines] without prior Grantor written approval.

- **Indirect Costs:** Grantee is required to obtain prior Grantor written approval for any *increase* in allocation of Grant Funds to the Indirect Costs category in the Budget.

Any variance in cost categories or line items within the terms listed above shall not alter the requirement for formal modification of this Agreement when the goals, objectives and activities listed herein are measurably changed.

37.15. Fraud, Waste, Abuse or Misconduct.

(a) Grantee Reporting. Grantee shall report to the Grantor's program staff or the Grantor's Ethics Officer any suspected fraud, waste, abuse or misconduct associated with any LIHEAP service or function provided for under this Agreement by any parties directly or indirectly affiliated with this Agreement including, but not limited to, Grantee staff, Grantee subrecipients, Grantee subcontractors, Grantor employees or Grantor subrecipients. Grantee shall make this report as soon as practical after first suspecting fraud, waste, abuse or misconduct. In addition to reporting suspected fraud, waste, abuse or misconduct to the Grantor, Grantee may report the suspected behavior to any other relevant governmental entity, including, but not limited to, the Office of the Executive Inspector General for the Agencies of the Illinois Governor and the Illinois Attorney General. Grantee shall cooperate with all investigations of suspected fraud, waste, abuse or misconduct reported pursuant to this paragraph. Grantee also shall require its subrecipients affiliated with this Agreement to follow the requirements to report suspected fraud, waste, abuse or misconduct as set forth in this paragraph. Nothing in this paragraph precludes the Grantee or its subrecipients from establishing measures to maintain quality of services and control costs that are consistent with their usual business practices, conducting themselves in accordance with their respective legal or contractual obligations or taking internal personnel-related actions.

(b) Definitions.

(i) "Fraud" is generally defined as knowingly obtaining or attempting to obtain a benefit from or control over property of another person or entity by means of deception intended to benefit the deceiver or create a loss or potential liability to the other party.

(ii) "Abuse" is any activity that may not necessarily be fraudulent but is a misuse of resources through means which are inappropriate, outside acceptable standards of conduct or programmatically or economically unnecessary.

(iii) "Waste" is conduct that is not necessarily intentionally inappropriate but is reckless and generally not in conformity with sound business practices, which may include, but is not limited to, acts that deprive citizens and program participants reasonable value in connection with any government-funded activity due to an inappropriate act or omission by persons with control over government resources.

(c) Grantee Training. Grantee shall adhere to all required training and policies of Grantor's Office of Community Assistance regarding fraud, waste, abuse, and misconduct, including, but not limited to, ensuring that all of Grantee's employees and volunteers, and the employees and volunteers of Grantee's subrecipients, participate in annual training and certify participation in such annual training.

(d) Grantor Remedies. Grantor reserves the right to suspend Grantee's use of funds, terminate this Agreement, require the use of different Grantee staff, or take any other action permitted by law if the Grantor receives evidence of fraud, waste, abuse or misconduct by the Grantee, Grantee's staff, or Grantee's subrecipients or subcontractors or their staff related to this Award or any other State or federal award.

37.16. Billing Schedule. Notwithstanding the billing requirements set forth in paragraph 4.8 and the billing schedule set forth in paragraph 29.5, Grantee must submit any payment requests to Grantor within forty five (45) days after the grant end date. Failure to submit such payment requests timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

Attachment A. Budget

State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Agency:	Illinois Department of Commerce and Economic Opportunity	State FY:	2026
Grantee:	DuPage County	UEI #:	W7KRN7E54898
NOFO Number:		CSFA Number:	
Grant Number:	26-224028		
CSFA Description:			

Section A: State of Illinois Funds

Revenues

State of Illinois Grant Amount Requested	\$3,657,594.00	
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Budget Expenditure Categories

	<u>Summary</u>	<u>Detail</u>
1. Personnel (200.430)	\$384,248.00	
0101 PERSONNEL SALARIES AND WAGES		\$217,853.00
0301 ADMIN-PERSONNEL (SALARY/WAGES)		\$166,395.00
2. Fringe Benefits (200.431)	\$115,325.00	
0102 FRINGE BENEFITS		\$65,409.00
0302 ADMIN-FRINGE BENEFITS		\$49,916.00
3. Travel (200.474)	\$1,354.00	
0103 TRAVEL		\$683.00
0303 ADMIN-TRAVEL		\$671.00
4. Equipment (200.439)		
5. Supplies (200.94)	\$3,390.00	
0105 SUPPLIES (PC'S AND LAPTOPS)		\$2,898.00
0305 ADMIN-SUPPLIES		\$492.00
6. Contractual/Subawards (200.318 and .92)	\$356.00	
0306 ADMIN-CONTRACTUAL SERVICES		\$356.00
7. Consultant (200.459)		
8. Construction		
9. Occupancy (200.465)		
10. Research and Development (200.87)		
11. Telecommunications	\$580.00	
0111 TELECOMMUNICATIONS		\$334.00
0311 ADMIN-TELECOMMUNICATIONS		\$246.00
12. Training and Education (200.472)	\$451.00	
0312 ADMIN-TRAINING AND EDUCATION		\$451.00
13. Direct Administrative Costs (200.413)		
14. Miscellaneous Costs	\$6,360.00	
0114 MISCELLANEOUS		\$5,431.00
0314 ADMIN-MISCELLANEOUS COSTS		\$929.00
15. Grant Exclusive Line Item(s)	\$3,145,530.00	
0201 CLIENT BENEFITS		\$3,145,530.00
16. Total Direct Costs (add lines 1-15)	\$3,657,594.00	\$3,657,594.00
17. Total Indirect Costs (200.414)		
Rate: <input style="width: 50px;" type="text" value="0"/> %		
Base: <input style="width: 150px;" type="text" value="N/A"/>		
18. Total Costs State Grant Funds (Lines 16 and 17)	\$3,657,594.00	\$3,657,594.00

Grantee:

NOFO Number:

Grant Number:

SECTION A - Continued - Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options. If not reimbursement is being requested please consult your program office regarding possible match requirements.

Your organization may not have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the Indirect Costs from the State of Illinois your organization must either:

- a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis;
- b. Elect to use the de minimis rate of 15% modified total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or
- c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity or Restricted Rate Programs).

Select ONLY One:

- 1) ☐ Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations.
- 2a) ☐ Our Organization currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year pursuant to 2 CFR 200, Appendix IV(c)(2)(c).
- 2b) ☐ Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than 3 months after the effective date of the State award pursuant to 2 CFR 200 Appendix (C)(2)(b). The initial ICRP will be sent to the State of Illinois Indirect Cost unit.
- 3) ☐ Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the federal government or the State of Illinois and elects to charge the de minimis rate of 15% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards pursuant to 2 CFR 200.414 (C)(4)(f) and 200.68.
- 4) ☐ For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:
☐ is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or
☐ complies with other statutory policies.
- 5) ☒ No reimbursement of Indirect Cost is being requested.

Rate: %

Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2(a), above is selected.)

Period Covered By NICRA: From: To: Approving Federal or State Agency:

Indirect Cost Rate: % The Distribution Base Is:

Grantee: DuPage County

NOFO Number: 0

Grant Number: 26-224028

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

Institution/Organization: DuPage County

Signature: _____

Printed Name: Jeffrey Martynowicz

Title: Chief Financial Officer

Phone: 630-407-6101

Date: _____

Institution/Organization: DuPage County

Signature: _____

Printed Name: Mary A. Keating

Title: Executive Director of Community Services

Phone: 630-407-6457

Date: _____

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter into contractual agreements on the behalf of the organization.

Attachment B. Exhibit E Continued – No Conditions

Illinois Grant Accountability and Transparency Notice of State Award

STATE OF ILLINOIS GRANT INFORMATION	
State Award Identification	Name of State Agency (Grantor): Commerce And Econ Opp Department/Organization Unit: Office of Community Assistance
State Award ID Number (SAIN)	90-62464
State Program Description	The Low Income Home Energy Assistance (LIHEAP) funded through the Department of Health and Human Services (HHS), and the Supplemental Low Income Energy Assistance Fund (SLIHEAP) is implemented through designated grantees to provide services to eligible low income households in Illinois. The client assistance funds available through this grant assist eligible households with the costs of home energy by incorporating fuel assistance, home weatherization and other related measures in accordance with the current LIHEAP regulations and requirements. Up to 15% of the HHS and 10% of the SLIHEAP funding can be utilized for Weatherization activities.
Announcement Type	Initial
Agency (Grantor) Contact Information	Name: Leslie Ann Lesko Phone: 217-552-2206 Email: LeslieAnn.Lesko@illinois.gov

GRANTEE INFORMATION	
Grantee / Subrecipient Information	Name: County of DuPage Address: 421 N. County Farm Road, Wheaton, IL 60187 Phone: Email:
Grantee Identification	GATA: 673126 UEI: W7KRN7E54898 FEIN: 366006551
Period of Performance	Start Date: 10/1/2025 End Date: 8/31/2027

FUNDING INFORMATION			
FUND	CSFA	CFDA	AMOUNT
870	420-70-0090	93.568	\$3,657,594.00
TOTAL			\$3,657,594.00
(M) Currently used by State of Illinois for "Match" or "Maintenance of Effort" (MOE) requirements on Federal Funding. Funding is subject to Federal Requirements and may not be used by Grantee for other match requirements on other awards.			

Illinois Grant Accountability and Transparency Notice of State Award

TERMS AND CONDITIONS	
Grantee Indirect Cost Rate Information	Rate: 0% Base: N/A Period: 7/1/2025-8/31/2027
Research & Development	No
Cost Sharing or Matching Requirements	No
Uniform Term(s)	CODE of FEDERAL REGULATIONS Title 2: Grants and Agreements PART 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) Grant Accountability and Transparency Act (GATA), 30 ILCS 708/1 Illinois Administrative Code
Grantor-Specific Term(s)	This Notice of State Award (NOSA) is not an agreement. This NOSA is not a guarantee of an agreement. Grantor-Specific Terms that will be included in the final grant agreement can be found by clicking on "Uniform Grant Agreement Template" under the Grant Agreement Overview section at: https://dceo.illinois.gov/aboutdceo/grantopportunities/learning-library.html
Program-Specific Term(s)	Information about the LIHEAP Specific Terms and requirements can be found in the Energy Assistance Act (305 ILCS 20) and the Illinois Administrative Rules (47 Ill Adm. Code 100).

**Illinois Grant Accountability and Transparency
Notice of State Award****SPECIFIC CONDITIONS ASSIGNED TO GRANTEE - FISCAL AND ADMINISTRATIVE****The nature of the additional requirements****GATA Conditions:**

None

Agency Adjustments / Explanation:

NO FISCAL & ADMINISTRATIVE CONDITIONS

The reason why the additional requirements are being imposed**GATA Conditions:**

None

Agency Adjustments / Explanation:

None

The nature of the action needed to remove the additional requirement, if applicable**GATA Conditions:**

None

Agency Adjustments / Explanation:

None

The time allowed for completing the actions, if applicable**GATA Conditions:**

None

Agency Adjustments / Explanation:

None

The method for requesting reconsideration of the additional requirements imposed**GATA Conditions:**

None

Agency Explanation:

Your assigned OCA Fiscal Monitor will review your ICQ responses and any associated risks during the next fiscal monitoring visit. No further action required at this time.

**Illinois Grant Accountability and Transparency
Notice of State Award****SPECIFIC CONDITIONS ASSIGNED TO GRANTEE - PROGRAMMATIC****The nature of the additional requirements****Agency Adjustments / Explanation:**

NO PROGRAMMATIC CONDITIONS

The reason why the additional requirements are being imposed**Agency Adjustments / Explanation:****The nature of the action needed to remove the additional requirement, if applicable****Agency Adjustments / Explanation:****The time allowed for completing the actions, if applicable****Agency Adjustments / Explanation:****The method for requesting reconsideration of the additional requirements imposed****Agency Explanation:**

Your assigned OCA LIHEAP Grant Manager will review your PRAQ responses and any associated risks during the next LIHEAP program monitoring visit. No further action required at this time.



Finance Resolution

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: FI-R-0017-26

Agenda Date: 1/6/2026

Agenda #: 6.D.

ACCEPTANCE AND APPROPRIATION OF
THE INCOME ELIGIBLE RETROFITS PROGRAM GRANT PY26
COMPANY 5000 - ACCOUNTING UNIT 1555
\$350,000

(Under the administrative direction of the Community Services Department)

WHEREAS, the County of DuPage, through the Department of Community Services, has been notified by Resource Innovations, on behalf of the northern Illinois utilities, ComEd, Nicor Gas, North Shore Gas and Peoples Gas, that incentive funding in the amount of \$350,000 (THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS) is available to be used to supplement the Illinois Home Weatherization Assistance Program to increase the availability of energy saving improvements to residents of DuPage County; and

WHEREAS, to receive said funds, the County of DuPage, through the Department of Community Services, must enter into a Participation Agreement with Resource Innovations, a copy of which is attached to and incorporated as a part of this resolution by reference (ATTACHMENT II); and

WHEREAS, the period of the Participation Agreement is from January 1, 2026 through December 31, 2026; and

WHEREAS, no additional County funds are required to receive this funding; and

WHEREAS, acceptance of this additional funding does not add any additional subsidy from the County; and

WHEREAS, the County of DuPage finds that the need to appropriate said additional funds creates an emergency within the meaning of the Counties Act, Budget Division, (55, ILCS 5/6-1003).

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the Participation Agreement (ATTACHMENT II) between DuPage County and Resource Innovations is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (ATTACHMENT I) in the amount of \$350,000 (THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS) be made to establish the Income Eligible Retrofits Program Grant PY26, Company 5000 - Accounting Unit 1555, for the period of January 1, 2026 through December 31, 2026; and

BE IT FURTHER RESOLVED by the DuPage County Board that the Director of Community Services is approved as the County's Authorized Representative; and

BE IT FURTHER RESOLVED that should state and/or federal funding cease for this program, the Human Services Committee shall review the need for continuing the specified program; and

BE IT FURTHER RESOLVED that should the Human Services Committee determine the need for other funding is appropriate, it may recommend action to the County Board by Resolution.

Enacted and approved this 13th day of January, 2026 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

ACCEPTANCE AND APPROPRIATION TO ESTABLISH THE THE INCOME ELIGIBLE RETROFITS PROGRAM GRANT PY26 COMPANY 5000 – ACCOUNTING UNIT 1555 \$350,000

REVENUE

46009-0000 - Private Grants	\$	<u>350,000</u>
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TOTAL ANTICIPATED REVENUE	\$	<u><u>350,000</u></u>
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EXPENDITURES

PERSONNEL

50000-0000 - Regular Salaries	\$	14,800
51010-0000 - Employer Share I.M.R.F.		1,320
51030-0000 - Employer Share Social Security		1,132
51040-0000 - Employee Med & Hosp Insurance		<u>7,748</u>

TOTAL PERSONNEL	\$	25,000
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COMMODITIES

52000-0000 - Furn/Mach/Equip Small Value	\$	2,079
52100-0000 - I.T. Equipment-Small Value		640
52200-0000 - Operating Supplies & Materials		2,180
52200-0000 - Operating Supplies & Materials		2,250
52260-0000 - Fuel & Lubricants		<u>2,100</u>

TOTAL COMMODITIES	\$	9,249
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CONTRACTUAL

53090-0000 - Other Professional Services	\$	298,375
53100-0000 - Auto Liability Insurance		3,380
53260-0000 - Wireless Communication Svc		1,800
53370-0000 - Repair & Mtce Other Equipment		2,487
53380-0000 - Repair & Mtce Auto Equipment		1,400
53410-0000 - Rental Of Machinery & Equipmnt		370
53500-0000 - Mileage Expense		734
53600-0000 - Dues & Memberships		945
53800-0000 - Printing		1,200
53800-0001 - Copier Usage		120
53803-0000 - Miscellaneous Meeting Expense		500
53804-0000 - Postage & Postal Charges		840
53807-0000 - Subscription It Arrangements		2,400
53830-0000 - Other Contractual Expenses		<u>600</u>

TOTAL CONTRACTUAL	\$	315,151
CAPITAL		
54100-0700 - IT Equipment - Capital Lease	\$	<u>600</u>
TOTAL CAPITAL	\$	<u>600</u>
TOTAL ADDITIONAL APPROPRIATION	\$	<u><u>350,000</u></u>

Community Action Agency
Participating Agency Agreement

Home Energy Savings Single-Family Utility Braided IHWAP Initiative

January 1, 2026

INTRODUCTION

The Home Energy Savings – Braided IHWAP Initiative (“**Program**”) is sponsored by ComEd, Nicor Gas, North Shore Gas and Peoples Gas (the “**Utilities**”), and managed by Resource Innovations, Inc. (“**Company**”). The Program provides financial assistance (“**Incentives**”) to install eligible energy efficiency measures (“**Braided Retrofits**”) in existing single-family or multi-family homes with household incomes at or below 200% of Federal Poverty Level (“**Income Eligible**”) per IHWAP guidelines. Customers must meet the minimum income qualifications and be current residential delivery service customers of ComEd, and/or residential customers with natural gas service from Nicor Gas, North Shore Gas or Peoples Gas (“**Customers**”). The Program will be offered in coordination with the Illinois Home Weatherization Assistance Program (“**IHWAP**”). A detailed description of the Program is provided in **Exhibit 1 – Program Description**.

This Participating Agency Agreement (“**Agreement**”) between Resource Innovations, Inc. (“**Company**”) and DuPage County Community Services (“**Agency**”) sets forth the terms and conditions governing Agency’s participating in the Program. By signing this Agreement, Agency is agreeing to comply with and be bound by these terms. The Agreement may be extended or modified by written consent of the parties via an addendum.

COMPANY ROLE

Company is the Program Implementer. The Program Implementer is the designated representative of the Utilities. Company and its subcontractor, the Illinois Association of Community Action Agencies (“**IACAA**”), are responsible for developing an Agency network and administrative process to support delivery of Braided Retrofit services to Income Eligible customers. Company and IACAA will provide Program oversight, process incentive requests from the Agency, conduct quality assurance trainings, and provide general support to the Agency for successful participation in the Program.

AGENCY ROLE

To qualify as an agency authorized to participate in the Program, Agency must complete **Exhibit 2 – Applicant Information Forms**. Company reserves the right to deny applications at its sole discretion.

Agency is responsible for Program promotion and marketing in collaboration with Company and/or the Utilities, Customer enrollment, intake and scheduling of the assessment, completing the in-home assessment, scoping and specifying Braided Retrofit projects, managing installation of energy efficiency measures, combustion safety testing, following Program-provided safety protocols and coordinating quality assurance and control activities with Company and/or its designated representative. Agency shall be responsible for the proper disposal of all materials, including any hazardous material when applicable.

The Program offers eligible Customers Braided Retrofits at no-cost to the Customer. Agency will conduct an assessment of eligible Customer homes, develop a work order with eligible Program measures and obtain a signed customer authorization form. Agency is responsible for entering all required project details and submitting Program required documentation in the Data Collection Tool (DCT) provided by the Program. Upon completion of the project, Agency will submit the signed customer authorization form, invoices, and final inspection report to Company via the DCT. Invoices will include Program eligible measures and measure-level costs from the measure catalog approved by IHWAP.

Agency shall treat all customers fairly and attempt in good faith to deliver promised services in a timely, respectful, and responsible manner. Failure to adhere to generally accepted principals of professional conduct may result in Agency being excluded from participation in the Program.

Agency shall conduct themselves in a professional, respectful, and reasonable manner when interacting with any Utility, Company, Customer, or affiliated Program staff. Agency shall not engage in behavior that adversely

impacts the Utilities or Company, tarnishes their service marks, and/or diminishes the profession or service in the eyes of the public. Failure to adhere to generally accepted principals of professional courtesy may result in Agency being excluded from participation in the Program.

“Subcontractors” are service providers, installation contractors, or any other individual or entity engaged by Agency to perform Program work on behalf of Agency pursuant to this Agreement. If Agency uses a third-party Subcontractor for any of the Braided Retrofit measure installations, Agency must complete **Exhibit 2b – Subcontractor Information**.

To the extent permitted by law, Agency shall be fully responsible for all work performed by any Subcontractor and its employees, their compliance with all applicable terms and conditions of the Program and this Agreement, compliance with any plans or specifications, the professional interaction of Subcontractor and its employees with Customers, the required quality of the work, the costs of any subcontracted work and to ensure that there is no gap between the work of individual Subcontractors in any instance. Agency shall be solely responsible to pay all Subcontractors for their respective work on each project and shall promptly pay each Subcontractor amounts owed to such Subcontractor.

ACCEPTABLE PRACTICE

Agency must comply with the Program standards, processes and procedures outlined in the following exhibits to the Agreement.

- Exhibit 1 – Program Description
- Exhibit 3 – Illinois Home Weatherization Assistance Program (IHWAP) – Program Operations Manual
- Exhibit 4 – Safety Guidelines
- Exhibit 6 - Illinois Home Weatherization Assistance Program (IHWAP) – Field Standards Manual

Exhibits 1, 3, 4, and 6 form the basis of **“Acceptable Practice”** for the Program that Agency must comply with to participate in the Program and to receive payment of incentives offered by the Program. Company reserves the right to exclude Agency from participating in the Program if Agency does not comply with the Acceptable Practices. Company may also withhold Incentive payments from Agency with Braided Retrofit projects that do not comply with Acceptable Practice.

MANDATORY ORIENTATION

A management-level representative employed by Agency must attend a Program Orientation Meeting provided by Company. Company may deny payment of Incentives to Agency or exclude Agency from participation in the Program if this requirement is not met. The Program Orientation Meeting will include training on the Program Terms and Conditions and Acceptable Practice as outlined in Exhibits 1, 3, 4, and 6 of the Agreement.

MARKETING

Company will collaborate with the Utilities to provide Program collateral, customer education and promotional materials, and website content to support Agency marketing and Customer enrollment efforts (**“Program Marketing Materials”**). Agency may only use approved Program Marketing Materials provided by the Program for the express purpose of promoting the Program and subject to Agency’s compliance with promotional guidelines provided in writing to Agency, if any. Agencies may propose to create supplemental marketing tactics for use in promoting the Program, subject to review and pre-approval in writing by Company before public release or use. Company will respond to requests for pre-approval of such marketing tactics within ten business days of receipt. Company reserves the right to exclude Agency from participation in the Program for failure to secure written pre-approval of marketing tactics from Company.

Agency must submit all supplemental marketing tactics for pre-approval to Company contact:

Melanie Mancuso
773.870.1208
mmancuso@resource-innovations.com

NAME AND LOGO USE

Agency agrees to allow their name and contact information to appear on participating agency lists that might be offered on the Program website and on other Program marketing materials.

For purposes of this Agreement, the “**Marks**” means any trademarks, service marks, corporate and program names, logos, designs of a Utility or its programs, including all intellectual property rights therein that are now or hereafter owned, claimed, adopted, acquired, or used by a Utility, its parent, subsidiaries, affiliated or related companies. Agency shall not use a Utility’s Marks or any other intellectual property capital of a Utility or its programs (including the Program Marketing Materials) without prior written consent of Company and the Utilities. Each Utility reserves all ownership rights in its respective Marks.

Failure to comply with the marketing and use of Marks requirements is grounds for suspension from the Program. If Agency is suspended from the Program or upon termination of this Agreement, Agency shall immediately cease all use of Marks and Program Marketing Materials.

INCENTIVE PAYMENTS

The Utilities fund eligible Customer projects as outlined in the Customer Eligibility section of Exhibit 1. Company will issue incentive payments to Agency for approved projects after Company receives payment from the Utilities. Incentive payments will be made directly to Agency by Company. Agency is solely liable for payment of costs associated with performance of the Work. Agency must request payment of Incentives by submitting the completed project via the Program-provided tool. Payment of any incentives is contingent upon Agency’s compliance with Acceptable Practices. Company reserves the right to make final determination of customer eligibility, qualifying measures, Program compliance and final incentive amounts.

To be considered for payment, projects submitted by Agency must:

- Be submitted within 30 days following the project completion date, or by Thursday, **December 17, 2026**, whichever comes first.
- Have an electric and/or natural gas customer account number provided by the Utility(ies).
- Include eligible measures at the agreed upon cost-share with the IHWAP grants.
- Measure-level eligibility is contingent upon the equipment fuel and corresponding utility account(s), as detailed in Exhibit 1 – Program Description.

Project submissions are accepted on a first-come, first-served basis until **December 17, 2026** or until Program funds are no longer available. Once total funding available for the Program is exhausted within the Program Term, no further Incentive payments will be made for any Work completed in that Program Term. Agency must adhere to the Budget provided to Agency by Company to ensure available incentive funding for all projects prior to commencing work.

Company may withhold payment to Agency based on any failure to comply with any term, requirement, guideline, or expectation set forth in this Agreement, including without limitation, Acceptable Practices or for any of the following reasons:

1. Agency fails to submit project documentation or deliverables in accordance with Program documentation submission requirements or such submission, or a part thereof, is incomplete or inaccurate;
2. Nonconforming or defective work has not been corrected in a timely fashion;
3. Failed inspection, including inspections performed by OCA
4. Company has reasonable suspicion that Agency is involved in fraudulent activity.

If the Program identifies payment has been made to Agency which it is not entitled, Company, without prejudice to any other right or remedy, may, at any time and without notice to Contractor, set off or deduct from payments it owes to Agency against any liability for which Company determines Agency is liable to Company.

Neither Company nor the Utilities shall be responsible for any taxes that may be imposed on Agency, its subcontractors or customers as a result of receiving Incentives through the Program.

AGENCY INCENTIVE ALLOCATIONS

This Agreement includes the Agency's initial incentive allocation ("**Budget**") as provided in the Budgets by Agency Table in Exhibit 5. Agency agrees to make every effort to utilize the full Budget for eligible projects participating in the Program, while managing participation within the Budget. Company is not responsible for Agency expenditures beyond the Budget, unless otherwise agreed to in writing by Company and Agency.

Company and Agency will monitor Agency's progress to the Budget during the Term of this Agreement. Company and Agency will reconcile monthly, at a minimum, actual expenditures against the Budget. When the Agency has forecasted a complete spend of the Budget, which the Company deems reasonable to achieve, an additional allocation to the Agency may be provided, at Company's discretion.

Company and Agencies participating in the Program will go through a mid-year fund utilization review which may result in a redistribution of funds among participating agencies and a change in Agency's Budget and savings goals. Once finalized, relevant agencies will sign a "Reallocation Notice" and will be responsible for the revised Budget and achieving savings goals as provided in the Reallocation Notice.

In the event Company and/or Agency forecast the Agency spending less than the Budget, and the Agency is unable to develop or achieve a reasonable plan of action to address the shortfall, Company may reallocate any or all of the remaining Budget away from the Agency to ensure the Company's goals are achieved.

AGENCY REPORTING EXPECTATIONS

Agency will submit completed projects via the Program-provided tool, known as the Data Collection Tool (DCT), for incentive processing and payment. Agency will also report the below key reporting data and information to Company on an agreed-upon schedule. Failure to provide the below key reporting data and information to Company on the agreed-upon schedule may result in the termination of this Agreement and Agency's removal from the Program. Agency will provide the information to Company either via the Program-provided tool or via a mechanism established between Agency and Company.

Key reporting data and information:

- Project pipeline (e.g., number of planned assessments for month/year, number of assessments completed that are pending project scheduling, and number of scheduled project installations) on an ongoing basis via the DCT.

- Scheduled assessment and installation appointments on an ongoing basis via the DCT.
- Completed projects pending submittal data (e.g., installed but not yet inspected, inspected but not yet submitted) on an ongoing basis via the DCT.
- Forecasted number of completed project submissions to Company each calendar month, on a monthly basis, via SharePoint link provided by Company.
- Changes to the forecasted number of project submissions to Company on an ongoing basis via email.
- ICC re/certification docket numbers to be provided for all contractors to Company via email before **June 1, 2026**.

TECHNICAL CREDENTIALS

Agency must hold the IHWAP-required technical credentials, as outlined in the most current version of the IHWAP Program Operations Manual issued by the Illinois Department of Commerce and Economic Opportunity.

Agency is responsible for maintaining records that demonstrate obtainment of the required technical credentials by its designated employee and will provide copies to Company upon request. Agency must notify the Program within 5 business days of a change in the status of staff that provided for Agency's compliance with technical credential requirements. Company reserves the right to exclude Agency from participation in the Program and deny Incentive payments for failure to meet the technical credential requirements of the Program.

Agency shall comply with, and cause its Subcontractors to comply with, as applicable, the requirements applicable to installers of energy efficiency measures under Section 16-128B of the Public Utilities Act ("Act") [220 ILCS 5/16-128B]¹ and 83 Ill. Adm. Code 462 ("Part 462")² and provide evidence of certification and good standing upon request by Company. Per the requirement, "An entity is only required to seek certification pursuant to Code Part 462 if the entity performs, while installing energy efficiency measures, electrical connections other than connections of class 2 circuits as defined in the National Electric Code effective August 24, 2016." Incentive payment may be contingent upon Agency and/or Subcontractor(s) completing the required certification.

COMPLIANCE WITH LAWS

Agency and its Subcontractors, at their own expense, shall maintain any relevant licenses required by federal, state, county, or municipal governments or any other agencies for work in the trades undertaken in the Program. Agency shall abide by all local, state, and federal guidelines, applicable laws, building codes, and regulations; and perform work in accordance with the Program standards. Agency shall be fully responsible for their own employees and/or subcontractors, including but not limited to direction, supervision, discipline, training, compensation, tax withholdings, benefits, insurance, classification, and verification of work status.

The Agreement is subject to federal and state laws and regulations regarding nondiscrimination. As a material term of this Agreement, Agency agrees to comply with all such applicable laws and regulations. The terms and provisions of the Equal Opportunity Clause, Sections 60-1.4, 250.4 and 741.4 of Chapter 60 of Title 41 of the Code of Federal Regulations, regarding "Nondiscrimination in Employment by Government Contractors and Subcontractors" are incorporated by reference and made a part of this Agreement. In addition, Agency agrees to comply with the provisions of 29 CFR Part 470. Upon request, Agency shall supply Company with a certificate demonstrating compliance with the foregoing.

¹ [220 ILCS 5/ Public Utilities Act. \(ilga.gov\)](#)

² [PART 462 CERTIFICATION FOR ENERGY EFFICIENCY INSTALLERS : Sections Listing \(ilga.gov\)](#)

Agency shall comply with all applicable provisions of and regulations under the Occupational Safety and Health Act of 1970, as amended, and all laws, rules and regulations applicable to the hiring of disabled veterans, veterans of the Vietnam era, Uniformed Services member, and individuals with physical or mental disabilities.

INSURANCE

Agency shall procure and maintain, at its expense, the following insurance coverage or, at the Agency's election, may self-insure through the County of DuPage, which shall continue in effect for all claims arising during the term of this Agreement:

- Worker's Compensation as required by applicable statutory code for all applicable federal and state laws.
- Employers Liability Insurance at a minimum of the amounts required by IHWAP. Agency and its underwriter shall provide a waiver of subrogation against Company and the Utilities or, if self-insured, provide proof of coverage which meets the requirements outlined in this Section, upon written request.
- Comprehensive General Liability Insurance with a minimum combined single limit per occurrence and in the aggregate of the amounts required by IHWAP. Such insurance shall be primary as respect to Company over any other insurance available to Company. Agency and its underwriter shall name Company and the Utilities as additional insureds.
- Automobile Liability Insurance covering all owned, hired and non-owned vehicles and equipment, in amounts satisfactory to Company, minimum combined single limit per occurrence and in the aggregate of the amounts required by IHWAP.

Upon written request, Agency shall furnish Company with certificate or policies, satisfactory to Company, as evidence that above insurance is in force prior to conducting the Work. Coverage afforded under the policies will not be canceled, allowed to expire or the limits in any manner reduced until at least thirty (30) days after written notice to Company.

WARRANTY

Agency shall provide the property owner associated with the work with a written warranty on labor and materials for a minimum period as established by IHWAP protocols. Equipment and materials installed shall carry manufacturer's warranty, plus any extended warranty coverage, if applicable. Agency shall deliver the written warranty by leaving it affixed to a readily visible location and notifying the Customer of its location, or otherwise providing written documentation of warranty to the customer upon completion of the work.

MECHANIC'S LIENS

To the extent allowed and provided under IHWAP, Agency shall keep each Customer's property free of liens and claims associated with the Work. To the extent permitted by law, Agency shall defend, indemnify and hold Company, the Utilities and any Customer harmless from all expenses and losses incurred as a result of liens or claims filed by Subcontractors and vendors of Subcontractors and others claiming by or through Agency.

Agency, in compliance with the Mechanic's Lien Act (770 ILCS 60), shall provide the customer with a signed statement listing all companies that provided services for the project. This will always include the Agency's own company and any subcontracted companies that worked on the project.

CONFIDENTIALITY AND SECURITY

Reports, correspondence, and other documents relating to the Work are Company and the Utilities' property and are to be considered as proprietary and confidential during the Term of the agreement. Agency shall maintain

intellectual property rights in its self-created training materials or other created materials whose use in this Program is not specific to performing the obligation of this Agreement alone.

Agency agrees that in the course of participation in the Program, Agency may have access to or receive information relating to the Utilities' customers, including, without limitation, personal information, account information and energy usage data, obtained in connection with performance of any services as a result of this Agreement or arising out of the Program ("**Customer Information**") and proprietary information relating to Company's business that is not available to the general public ("**Internal Information**"), Internal Information together with Customer Information ("**Confidential Information**").

Agency agrees and covenants that during and subsequent to the term of this Agreement, Agency shall (a) maintain Confidential Information in the strictest confidence, and protect Confidential Information, including Agency systems containing Confidential Information from unauthorized use, access, disclosure, dissemination, or publication using the same degree of care which it uses to protect its own proprietary and confidential information of a like nature, but no less than a reasonable degree of care; (b) not use or access Confidential Information for any purpose whatsoever other than for the purpose of performing the services and fulfilling its obligations pursuant to this Agreement; (c) not disclose the Confidential Information to any person, firm, corporation or other entity other than to its employees and Subcontractors (i) who have a need to know such Confidential Information in order to perform Program services and then only to the extent necessary to carry out such services and (ii) who are bound by written confidentiality obligations no less protective than the terms contained herein. Agency shall at all times cause its employees and Subcontractors to abide strictly by Agency's obligations under this Agreement and its standard policies and procedures. Agency shall remain responsible for any breach of the obligations set forth in this Confidential Information section and any violation of any applicable privacy laws by Agency's employees and Subcontractors to the same extent as if Agency caused such breach or violation.

Agency represents and warrants that its creation, collection, receipt, access, use, storage, disposal, and disclosure of personal information does and will comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations and directives.

In the event that Agency or its Subcontractors are requested or required to disclose any Confidential Information subject to this Agreement in a legal or regulatory proceeding, Agency shall provide the Company with prompt written notice of any such request or requirements in order to provide Company an opportunity to seek a protective order or other appropriate remedy. Agency shall cooperate with Company and its counsel in their efforts to prevent or limit such disclosure of Confidential Information.

Upon request or in any event within thirty (30) days of termination of its Agreement, Agency shall, and shall ensure all employees and Subcontractors, return or destroy all original and copies of Confidential Information which is in a physical form and delete or destroy any other records (including electronic records) containing Confidential Information, and certify in writing to Company that such Confidential Information has been returned or disposed of securely.

"**Security Incident**" means (a) any act or omission that compromises (which includes any unauthorized use, access or disclosure) the security or confidentiality of Confidential Information or Agency systems, or Company systems to which Agency has access, storing or processing Confidential Information; or (b) receipt of a complaint in relation to the privacy and data security practices of Agency. Agency shall notify Company within 3 hours, upon becoming aware of Security Incident and, at Agency's cost and expense, assist and cooperate with Company and the Utilities concerning any investigation, disclosures or notices to affected parties and other remedial measures as requested by the Utilities or Company or required under applicable privacy laws. Agency shall reimburse the Utilities and Company's reasonable costs and expenses, including without limitation, claims,

internal administrative costs, third-party fees and expenses (including attorneys and consultants) and any other costs or losses related to such access, disclosure, use, loss, corruption, compromise or destruction of Confidential Information. Agency shall not inform any third party of any Security Incident involving Confidential Information without first obtaining Company's prior written consent, other than to inform a complainant that the matter has been forwarded to Company's legal counsel. Further, Agency agrees that the parties shall mutually agree as to: (y) whether notice of the Security Incident is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others as required by law or regulation; and (z) the content of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.

Agency shall, and shall cause its Subcontractors, to implement and maintain a written information security program including appropriate policies, procedures, and risk assessments that are reviewed at least annually. Agency's information security program shall include administrative, physical, organizational, and technical safeguards to protect Confidential Information and systems storing or processing Confidential Information that are no less rigorous than accepted industry standards and practices for information security. Upon Company's written request, to confirm compliance with this Agreement, as well as any applicable laws and industry standards, Agency shall promptly and accurately complete a written information security questionnaire provided by Customer, or a third party on Company's behalf, regarding Agency's business practices and information technology environment in relation to all Confidential Information being handled and/or services being provided by Agency pursuant to this Agreement. Agency shall fully cooperate with such inquiries.

Agency acknowledges that disclosure or misuse of Confidential Information by the Agency, a Subcontractor or a Agency employee may result in irreparable harm to the Company or the Utilities, the amount of which may be difficult to ascertain and which could not be adequately compensated by monetary damages, and that therefore the Company or the Utilities is entitled to seek specific performance and/or injunctive relief to enforce compliance by the Agency with the terms of this Agreement. Such right of the Company and the Utilities shall be in addition to the remedies otherwise available at law and in equity or under this Agreement. The Agency agrees to waive any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief.

The obligations of this section shall survive any termination of this Agreement for a period of three (3) years provided, however, that any Confidential Information retained by Agency in accordance with any permitted exception herein shall remain subject to these obligations.

INDEMNIFICATION AND LIMITATION OF LIABILITY

To the extent permitted by law, Agency shall defend, protect, indemnify and hold harmless Company, the Utilities and their respective affiliates, directors, employees, subcontractors, and agents (collectively, the "**Indemnified Parties**") against all claims, losses, damages, demands, judgments, causes of action, costs, expenses, (including attorney's fees and expenses) and liability of every kind and character whatsoever ("**Claims**") arising out of or incident to, or related in any way to, directly or indirectly, this Agreement or Agency's participation in the Program; provided however, that Agency shall not be required to indemnify and hold harmless any Indemnified Party against Claims adjudicated to have been caused by an Indemnified Party's sole negligence or willful misconduct.

Company's and the Utilities' total liability arising out of or related to this Agreement, regardless of the number of claims, will be limited to Agency's actual costs associated with providing goods and services under this Agreement, and Company, the Utilities and their respective directors, employees, agents, and subcontractors shall not be liable to Agency or any other party for any other obligation. To the fullest extent not prohibited by applicable law, in no event shall Company, the Utilities, or their respective directors, employees, agents, and

subcontractors be liable hereunder for any other type of damages, whether indirect, special, incidental, consequential, exemplary, reliance or punitive (even if advised of the possibility of such damages), including, without limitation, loss of use or loss of profits, regardless of the legal theory on which the claim is based, notwithstanding any other provision of this Agreement to the contrary.

WARRANTIES AND REPRESENTATIONS

Agency hereby represents, warrants, and covenants that (1) Agency is eligible and authorized to participate in the Program; Agency's participation in the Program will not result in the violation or breach by Agency of law, Agency's contractual obligations, or other duties or rights of any third party, and this Agreement is or will be executed by a duly authorized representative of Agency; (2) Agency is duly organized, validly existing, and in good standing under the laws of the state of its incorporation or formation and in the state or locality where the services are performed and has obtained all licenses or completed such registrations as may be necessary or required by law to provide the services encompassed in this Agreement or the Program and shall provide evidence of such upon request; (3) Agency shall perform the Program services in accordance with the terms and conditions of this Agreement and Program requirements and in a good, professional, and workmanlike manner using employees and Subcontractors (if any) of Agency that are skilled and qualified to perform the tasks required for the Program; and (4) all equipment and materials Agency supplies shall be new when delivered and free from defects in title, design, material, and workmanship and shall conform to all Program specifications and requirements.

The Utilities and Company do not make any, and the Utilities and Company expressly disclaim all warranties or representations of any kind with respect to the design, manufacture, construction, safety, performance or effectiveness of any potential energy savings, equipment installed, measures implemented, and/or services rendered by any person or entity in connection with the Program. THE UTILITIES AND COMPANY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT PERMITTED UNDER LAW, WHETHER STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

SAFETY

Safety is Company and the Utilities' top priority. Agency shall adhere to IHWAP, industry and Program safety standards while traveling to and from project sites, and while performing any and all Work associated with the Program. Agency shall submit to Company upon request a copy of Agency's safety plan.

Agency shall notify the Company contact within 3 hours of the occurrence of any of the following incidents while the Agency is performing Program services:

- 1) OSHA recordable incident or injury, regardless of the party at fault
- 2) Motor vehicle accident, regardless of the party at fault
- 3) Vehicular moving violation
- 4) Damage to Customer property
- 5) Loss or theft of Personal Electronic Device (PED) containing Company Confidential Information
- 6) Breach of Company Confidential Information
- 7) Any incident that negatively affects a Customer or garners unwanted or negative media attention
- 8) Any situation where customer safety is in question
- 9) National/Local Health Emergency Reporting: For national or local health emergencies that may materialize during the contract term, reporting requirements will be determined and may change as the emergency evolves. Reporting requirements may include exposure and test results such as in the COVID pandemic.

PROGRAM REPRESENTATIONS

Agency shall properly represent the relationship of Agency to the Utilities and Company as an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. Agency is not the agent of the Utilities or Company and is not authorized to make any representation, contract, or commitment on their behalf. The Utilities' or Company's approval of Agency to participate in the Program does not constitute an endorsement of any kind on the part of the Utilities or Company. Agency shall be solely responsible for payment of compensation to its employees and Subcontractors as well as all applicable federal, state and local income and employment tax, withholdings, and reporting for all such Agency personnel.

QUALITY CONTROL

Company or its designee may request additional documentation from Agency and conduct any site inspection activities necessary to confirm Agency's compliance with Acceptable Practices and this Agreement. Agency shall timely respond to requests for additional project documentation and participate in project inspections, if requested by Company. Failure to provide or complete any of the requested information or Program requirements may result in the denial of incentives through the Program. Agency is responsible for resolving all project inspection, customer service, workmanship and warranty issues and for promptly notifying Company of all such issues discovered or reported to Agency and subsequent resolutions. Any deficiency issues related to workmanship and/or quality of equipment and materials installed that are reported to Agency by customer or Company shall be promptly resolved by Agency, at its sole cost, within the timeframes specified by IHWAP.

TERM AND TERMINATION

This Agreement is effective on the date stated in the written approval notice to Agency (email is sufficient) and shall continue in effect until **December 31, 2026**, unless terminated earlier in accordance with this section ("Term" or "Program Term"). Agency will be subject to the terms of the Agreement and all Program-specific terms and conditions for participation.

Agency may terminate this Agreement and discontinuing its participation as an Agency for the Program by providing Company with thirty (30) days prior written notice. Company may terminate this Agreement at any time, with or without cause, upon fifteen (15) days prior written notice to Agency's primary contact.

This Agreement may not be modified or amended except by a written document which refers to this Agreement and is signed by authorized representatives of both parties to this Agreement. This executed writing requirement for modifications and amendments shall also apply to any waiver thereof.

Agency acknowledges that participation in the Program is a privilege, and Company or the Utilities may take action to suspend the Agency's participation in the Program at any time, and for any reason. Failure to comply with the requirements of this Agreement shall constitute a reason to suspend the Agency's participation in the Program. In all cases involving Agency's status or denial of Program incentives, Company and/or the Utilities' decision is final.

All work in progress shall be completed according to the terms of the Agreement, unless Company elects to relieve Agency of responsibility for incomplete work. Termination of this Agreement shall not relieve Agency of any warranties or other obligations expressed herein which by their terms are intended to extend beyond termination.

MISCELLANEOUS

Third Party Beneficiaries. It is the express intent of Agency and Company that the Utilities are third-party beneficiaries of this Agreement and be protected by and benefit from this Agreement in the same manner as Company with the right to enforce those provisions and this Agreement against Agency directly, in the same fashion as a party hereto.

Survival. The rights and obligations of the parties set forth in Sections Confidentiality and Security, Indemnification and Limitation of Liability, Term and Termination, and Miscellaneous, and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Illinois without regard to conflicts of law principles. The venue for resolving any disputes concerning the parties' respective performance under this Agreement shall be either in the 18th Judicial Circuit Court located in DuPage County or the Northern District of Illinois, Eastern Division.

Assignment. Agency may not assign any of its rights under this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner. Any purported assignment of rights in violation of this section is void.

Waiver. Company's failure to enforce any provisions of this Agreement shall not constitute a waiver of such provisions, nor does it limit Company's or the Utilities' ability to enforce such provisions in the future.

Severability. If any provision of this Agreement, or portion thereof, is held to be unenforceable in any respect, then (i) it will not affect any other provisions of this Agreement; (ii) the unenforceable provision, as between the parties, will be modified, but only to the minimum extent necessary to cure the defect; and (iii) the remainder of this Agreement will continue in full force and effect.

Entire Agreement. This Agreement, including all exhibits and incorporated references, constitutes a complete statement and understanding between the parties with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous representations, proposals, understandings or agreements, whether written or oral.

AGENCY ACKNOWLEDGEMENT

By signing this Agreement, Agency:

- 1. Represents and warrants that the information provided in this Agreement is true, accurate, and complete;
- 2. Has read, understands and agrees to comply with the terms and conditions in this Participating Agency Agreement, including all supporting policies described or referenced therein, in its entirety;
- 3. Agrees to cooperate and respond timely to any other inquiry to verify or confirm the information provided; and understands that approval or rejection of Agency's application to the Program is in the sole discretion of Company and/or Utilities, and that only upon receipt of a written approval notice from Company will the Agency be an Agency in the Program.

Agency

Company

Resource Innovations, Inc.

Company Name

Company Name

Authorized Representative Signature

Authorized Representative Signature

Print Name & Title

Print Name & Title

Exhibits

The following exhibits are incorporated into and made a part of this Agreement:

EXHIBIT 1 – PROGRAM DESCRIPTION

EXHIBIT 2 – APPLICANT INFORMATION FORMS

EXHIBIT 3 – IHWAP PROGRAM OPERATIONS MANUAL

EXHIBIT 4 – SAFETY GUIDELINES

EXHIBIT 5 – PROGRAM INCENTIVE ALLOCATION AND FUNDING

EXHIBIT 6 – IHWAP FIELD STANDARDS MANUAL

Exhibit 1 – Program Description

The Home Energy Savings – Braided IHWAP Initiative (“**Program**”) is offered in partnership with the Illinois Home Weatherization Assistance Program (“**IHWAP**”), administered by the Office of Community Assistance (“**OCA**”). The Program leverages the existing operations and funding of IHWAP, while establishing a dedicated relationship with each participating agency. The Program strives to achieve greater customer participation within the income eligible segment, enhance the services, products and home improvements offered to each customer, and support each agency’s success in the Utilities’ energy efficiency portfolio.

PROGRAM SERVICES

The Utilities, in collaboration with Agency, will offer income-eligible customers the following services at no-cost to the customer.

- Customer engagement, eligibility verification and enrollment
- Home energy assessment and home retrofit project scoping
- Direct installation of energy-saving products
- Installation of comprehensive home retrofit measures
- Quality assurance and quality control inspections

The Program and all services provided by Agency in the Program will adhere to IHWAP operations and standards, in addition to Program requirements and procedures as provided in this Agreement. IHWAP and Program requirements may be modified or updated during the Program year in collaboration with OCA. Agency shall comply with the most current version of such requirements provided to Agency in writing. Projects for which assessments have been completed and data entered into the Company’s data collection tool by Agency will be processed to completion under the terms and conditions in effect at the time of the project’s entry.

Agency will accept incoming customer inquiries and other customer referrals, conduct an income and utility account eligibility verification, and schedule the customer for an assessment. Agency will conduct an in-home assessment and comprehensive retrofit project scoping, including the installation of free and eligible energy-saving products. Following the scoping of a comprehensive project, if approved by the customer to move forward, Agency will schedule the customer for an installation appointment. Agency, using either qualified personnel or approved third-party installers that adhere to IHWAP and Program requirements, will install eligible weatherization and HVAC measures, and conduct necessary home repairs to facilitate the project, in the second visit.

CUSTOMER ELIGIBILITY

The Program will serve existing single-family homes, which includes detached homes and attached homes, including duplexes, condominium tenant spaces, and other similar properties. Multi-unit complexes with less than three units per complex will serve each unit as a single-family home. The Program will serve multi-family properties with three or more units through the Agency, as outlined in **Exhibit 5 – Program Incentive Allocation and Funding**.

The Program is designed to serve income-eligible customers, with incomes up to 200% of Poverty Level in partnership with IHWAP, leveraging IHWAP funds as outlined in the following section.

Agency will adhere to fuel-source eligibility requirements for each customer, as defined by the Program in collaboration with OCA. In the event a project includes a measure that will not be funded through the cost-share with IHWAP and the Utility funding, the IHWAP grant(s) will cover 100% of the cost as long as the measure

qualifies for IHWAP. For example, for a customer who has Nicor Gas and natural gas heating and water heating, but has a municipal electric utility account (in place of ComEd), the IHWAP grant(s) will fully fund any qualifying LEDs and other electric-only saving measures. The measures with natural gas savings will be funded 50% by Nicor Gas, as defined in the following section.

Customer eligibility for each offer is defined as:

1. Customers with incomes up to 200% of Poverty Level will be served in partnership with IHWAP where possible, leveraging IHWAP funds as outlined in the following section.
 - a. Agencies should prioritize serving as many customers as possible leveraging both IHWAP and utility funding (i.e., “braided” projects).
2. Nicor Gas and municipal electric utility or Ameren Electric
 - a. Nicor Gas will fund 50% of the total project cost, with the exception of any electric-only measures (e.g. central air conditioners, window air conditioners, refrigerators, freezers and LEDs), which will be funded at 100% by the IHWAP grant(s).
3. ComEd only (electric-only, or an alternative heating fuel source, e.g., propane)
 - a. ComEd will fund 50% of the total project cost.

MEASURE-LEVEL INCENTIVE CALCULATIONS AND BRAIDING IHWAP FUNDS

Agency will braid IHWAP and Utility funds for each eligible Agency-selected project, allocating 50% of the total project cost to the IHWAP grant(s) and 50% of the total project cost to the Utility funds. Agency may choose which projects to braid IHWAP and Utility funding throughout the year, but agrees to allocate funds at the full 50% allocation to each source (IHWAP grant or Utility funds) for all installed measures in the selected project.

The total project cost, also referred to as the “**True Grant Expenditure**,” includes the Materials and Labor cost, in addition to the Program Support and Administrative costs as defined and calculated by the associated IHWAP grant. The Utility funding will be matched one-for-one to the IHWAP grant amount allocated for that measure, as detailed below.

State and Health and Human Services (HHS) Grants:

Agency will indicate, by measure, the total Material and Labor Cost amount allocated to the State and/or HHS Grants, which will then be funded by the Utility per the following calculation:

- **Total Material and Labor Cost** = (Material Cost + Labor Cost)
- **Program Support** = (Total Material and Labor Cost x Program Support (35%))
- **Total Administration** = (Total Material and Labor Cost + Program Support) x (State (8%) and HHS (6%) Administration)

Utility Funded Amount = (Total Material and Labor Cost + Program Support + Total Administration) x 50%

For example:

- **Total Material and Labor Cost** = (\$800 + \$200) = \$1,000
- **Program Support** = (\$1,000 x 35%) = \$350
- **Total Administration** = (\$1,000 + \$350) x 6% = \$81
- **Utility Funded Amount** = (\$1,000 + \$350 + \$81) x 50% = **\$715.50**

Department of Energy (DOE) Grants:

Agency will indicate, by measure, the total Material and Labor Cost amount allocated to the DOE Grant, which will then be funded by the Utility per the following calculation:

- **Total Material and Labor Cost** = (Material Cost + Labor Cost)
- **Program Support** = (Total Material and Labor Cost x Program Support (35%))
- **Total Administration** = (Total Material and Labor Cost + Program Support) x (DOE Administration (7.5% or 12.5%, as defined below))
 - Agency with an annual DOE Grant allocation of up to \$350,000 receives 12.5% Administration, as directed by the Office of Community Assistance
 - Agency with an annual DOE Grant allocation of \$350,000 or more receives 7.5% Administration, as directed by the Office of Community Assistance

Utility Funded Amount = (Total Material and Labor Cost + Program Support + Total Administration) x 50%

For example, for an Agency with an annual DOE Grant allocation of up to \$350,000:

- **Total Material and Labor Cost** = (\$800 + \$200) = \$1,000
- **Program Support** = (\$1,000 x 35%) = \$350
- **Total Administration** = (\$1,000 + \$350) x 12.5% = \$1518.75
- **Utility Funded Amount** = (\$1,000 + \$350 + \$168.75) x 50% = **\$759.38**

For example, for an Agency with an annual DOE Grant allocation of more than \$350,000:

- **Total Material and Labor Cost** = (\$800 + \$200) = \$1,000
- **Program Support** = (\$1,000 x 35%) = \$350
- **Total Administration** = (\$1,000 + \$350) x 7.5% = \$101.25
- **Utility Funded Amount** = (\$1,000 + \$350 + \$101.25) x 50% = **\$725.63**

ADDITIONAL REQUIREMENTS AND EXPECTATIONS

Agencies will be responsible for procuring products and materials that match product specifications and minimum expectations, as determined by the IHWAP requirements. The energy-saving products may be modified during the Program Year, which runs from January 1 to December 31, with sufficient time for the Agencies to procure the new product or material, and the required operations and procedures to be updated.

A post-installation inspection will be completed by the Agency's inspector for each completed project. A sampling of all completed projects will be inspected by the Program, as outlined in the Agreement.

The Program will work with each Agency on a plan to achieve the annual savings and spending goals of the Program. Additional funds may be allocated during the Program Year at the discretion of the Program. Payment of the incentive allocation is not guaranteed and is dependent on the Agency's ability to complete the necessary projects to spend the funds available.

The Program will monitor Agency activity and collaborate with the Agency, no less than monthly, to determine additional resources that may be required to achieve the Program targets (e.g., marketing support, training series for new staff, additional installation contractors, etc.). If the Agency forecasts achieving the savings and spending targets, and the Program finds the forecast reasonable, an additional incentive allocation may be provided to the Agency for use in the remainder of the Program Year. Alternatively, if the Agency is unable to

achieve the targets, previously provided incentive allocations may be redistributed to one or more Agencies upon written notice to the Agency, to ensure the Program achieves the full annual savings and spending goals.

The Program aims to achieve high customer satisfaction through quality program delivery. Agencies are expected to provide each customer with a high level of customer service. Agencies should strive to:

- Return all customer inquiries within 24 hours of receipt, either via phone or email
- Resolve all customer escalations and complaints within two business days of receipt
- Avoid damage to customer property and minimize the potential for accidents
- Maintain customer confidentiality and protect customer information provided to the Program at all times
- Provide customers with professional, courteous, high quality and customized interactions and services
- Achieve a 4.5 out of 5.0 on customer satisfaction surveys

The Program additionally strives to continually improve and enhance the services offered and internal operations and procedures. Each Program partner, including the participating agencies, will serve as key contributors for the necessary input and recommendations to continue improving the Program.

Exhibit 2 – Applicant Information Forms

Exhibit 2 consists of Exhibit 2a – Participating Agency Information, which is required of all applicants, and Exhibit 2b – Subcontractor Information, which is required for each Subcontractor used by the Agency to fulfill the work associated with this Agreement.

Agency must complete Exhibit 2a – Participating Agency Information only if there are changes to the originally submitted form. If Agency uses a third-party contractor for any of the Braided measure installations under the Program, Agency must complete Exhibit 2b – Subcontractor Information, unless previously submitted and no changes apply.

Exhibit 2a - Participating Agency Information

Company Background					
Name:		Type: <input type="checkbox"/> Corporation		<input type="checkbox"/> Sole Proprietor	
Years in Business:		<input type="checkbox"/> Partnership		<input type="checkbox"/> Other (specify):	
Mailing Address:				Tax ID #:	
Main Phone:		Main Fax:		Website:	
Contact Information					
Name:			Title:		
Email:					
Office Phone:			Cell phone:		
Counties Served (select all that apply)					
<input type="checkbox"/> Boone	<input type="checkbox"/> Dekalb	<input type="checkbox"/> Henry	<input type="checkbox"/> Kendall	<input type="checkbox"/> Livingston	<input type="checkbox"/> Whiteside
<input type="checkbox"/> Bureau	<input type="checkbox"/> DuPage	<input type="checkbox"/> Jo Daviess	<input type="checkbox"/> Lake	<input type="checkbox"/> McHenry	<input type="checkbox"/> Will
<input type="checkbox"/> Carroll	<input type="checkbox"/> Ford	<input type="checkbox"/> Kane	<input type="checkbox"/> LaSalle	<input type="checkbox"/> Ogle	<input type="checkbox"/> Winnebago
<input type="checkbox"/> Cook	<input type="checkbox"/> Grundy	<input type="checkbox"/> Kankakee	<input type="checkbox"/> Lee	<input type="checkbox"/> Stephenson	<input type="checkbox"/> Woodford
<input type="checkbox"/> Champaign					
Proof of Business Standing					
Applicant will provide the Program proof of all the following:					
<input type="checkbox"/> Firm has an Illinois Good Standing Certificate					
<input type="checkbox"/> Firm has a business license from at least one municipality					
Applicant will provide the Program any three of the following:					
<input type="checkbox"/> A satisfactory Dun and Bradstreet Rating;			<input type="checkbox"/> Confirmation that the firm has been in the same business for at least three years;		
<input type="checkbox"/> A satisfactory banking reference;			<input type="checkbox"/> Confirmation that the principals in the business have a satisfactory individual credit score with no judgments or a bankruptcy within the last seven (7) years		
<input type="checkbox"/> Two satisfactory professional/trade references, such as from suppliers of materials, tools, or credit dated within one year of the execution date;					
Company: Technical Credentials					
<input type="checkbox"/> BPI Accredited Company		Accreditation Issued by:		Expiration Date:	
<input type="checkbox"/> IHWAP-Required Contractor Certifications (If crews are used for installations; Subcontractors used must have required certifications)					
<input type="checkbox"/> Energy Efficiency Measure Installer Certification (ICC-Required Contractor Certification)					

Staff: Certification and Training		
Certifications	# Employees Certified	# Employees Trained
IHWAP Assessor Certification		
IHWAP Inspector Certification		
BPI Building Analyst		
BPI Building Envelope Professional		
BPI Manufactured Housing		
BPI Heating		
BPI Air Conditioning / Heat Pumps		
<input type="checkbox"/> Attached copy of both sides of BPI Badge(s) for certified employees		
BPI Assessment		
Does your company offer an Assessment of Residential Properties following BPI Standards (including but not limited to: Blower Door Test and Thermal Imaging) <input type="checkbox"/> YES <input type="checkbox"/> NO		
What is the range of cost for the assessment?		
Use of Subcontractor(s)		
<input type="checkbox"/> The company will <i>not</i> use a subcontractor provider to perform program eligible work		
<input type="checkbox"/> The company will use a subcontractor provider to perform program eligible work		
<input type="checkbox"/> If so, must submit Subcontractor Information form for each Subcontractor (<i>see the following page</i>)		

Exhibit 2b - Subcontractor Information

Company Background			
Name:		Type: <input type="checkbox"/> Corporation <input type="checkbox"/> Sole Proprietor	
Years in Business:		<input type="checkbox"/> Partnership <input type="checkbox"/> Other (specify):	
Mailing Address:		Tax ID #:	
Main Phone:	Main Fax:	Website:	
Contact Information			
Name:		Title:	
Email:			
Office Phone:		Cell phone:	
Disadvantaged Business Enterprise (DBE) Certification (if applicable)			
Type of DBE: <input type="checkbox"/> Minority-Owned (MBE) <input type="checkbox"/> Women-Owned <input type="checkbox"/> Veteran-Owned		Does your organization hold a certification for your DBE? <input type="checkbox"/> Yes <input type="checkbox"/> No	
		Certification issued by:	
Company: Technical Credentials			
<input type="checkbox"/> BPI Accredited Company	Accreditation Issued by:		Expiration Date:
<input type="checkbox"/> IHWAP-Required Contractor Certifications			
<input type="checkbox"/> Energy Efficiency Measure Installer Certification (ICC-Required Contractor Certification)			
Staff: Certification and Training			
Certifications	# Employees Certified	# Employees Trained	
IHWAP Assessor Certification			
IHWAP Inspector Certification			
BPI Building Analyst			
BPI Building Envelope Professional			
BPI Manufactured Housing			
BPI Heating			
BPI Air Conditioning / Heat Pumps			
<input type="checkbox"/> Subcontractor attached copy of both sides of BPI Badge(s) for certified employees.			
BPI Assessment			
Does your company offer an Assessment of Residential Properties following BPI Standards (including but not limited to: Blower Door Test and Thermal Imaging) <input type="checkbox"/> YES <input type="checkbox"/> NO			
What is the range of cost for the assessment?			

Exhibit 3 – IHWAP Program Operations Manual

The current volume of the IHWAP Program Operations Manual, in effect at the time of the installation of the project, shall be used by Agency. At the time of this Agreement, the current volume is: IHWAP Program Operations Manual.

Exhibit 4 – Safety Guidelines

INTRODUCTION

The Utilities and Company are committed to safety as the number one priority when delivering, implementing and overseeing the Home Energy Savings – Braided IHWAP Initiative (“**Program**”) for all contractors, subcontractors, customers and other program participants. As a Program partner, each Community Action Agency agrees to support the Program in this mission by implementing a comprehensive safety plan, monitoring operations for improvements, minimizing risks and hazardous conditions, and providing the proper training and resources to all staff working on the Program.

Each Agency is expected to be knowledgeable of and in compliance with all applicable laws, regulations and OSHA requirements pertaining to daily operations. Agency Staff must be properly trained and provided with sufficient time, resources and guidance to personally support the Agency’s safety mission during Program operations.

The Program reserves the right to suspend or disqualify an Agency from participation in the Program in the event minimum safety requirements are not met, and/or an Agency fails to remedy any situation or procedure that has been deemed unsafe.

This Safety Guidelines document is not comprehensive, and does not supersede any established or existing IHWAP, Agency or Installing Contractor safety guidelines, requirements or expectations. It is ultimately the Agency’s responsibility to fulfill and comply with all relevant safety requirements and regulations. The Program agrees to support the Agency in implementing and improving safe operations throughout the duration of the Program. Agency feedback and recommendations to the Program on improving safety standards and operations are encouraged and expected. The Program will provide regular safety tips, recommendations and reminders to the Agency in support of the safety mission.

GENERAL GUIDELINES AND EXPECTATIONS

Agency shall adhere to all relevant Illinois Home Weatherization Assistance Program (“**IHWAP**”), organization and industry-standard safety protocols when providing services on behalf of the Program. Minimum expectations are established and outlined, below.

Responsibility and Accountability: Agency is ultimately responsible for providing a healthy and safe workplace for all Agency staff and any subcontractors working on the Program. Agency’s internal staff, subcontractor and/or contractor personnel, and any other staff working at each job site (“**Field Staff**”), including Assessors, Inspectors (as defined by IHWAP) and other staff who may interact with customers or visit customers’ homes, have a further obligation to comply with all safety protocols and instructions given by Agency, IHWAP and the Program, as applicable.

Safety Plan: Agency will develop and use a comprehensive safety plan (the “**Safety Plan**”) in all operations related to the implementation of the Program. The Safety Plan should include, at a minimum, the following safety requirements and guidelines:

- Environmental and occupational health and safety rules
- Job hazard identification protocols and mitigation strategies
- Safe driving practices
- Personal Protective Equipment (PPE) requirements and instructions for use
- Walk-away policies for unsafe conditions and situations
- Reporting and tracking procedures

IHWAP and Industry Standards: Agency will adhere to all IHWAP safety protocols, as well as any relevant industry standards applicable to Program operations. Agency agrees to advise fully all Field Staff, of the risks and all necessary environmental, safety, and health procedures, as applicable and required.

Continuous Monitoring, Evaluation and Improvements: Agency is expected to have a comprehensive monitoring and evaluation process to ensure and verify safety protocols are adhered to during Program operations. Agency will also have a feedback and improvement process to identify, address and further prevent deficiencies and gaps in safety protocols, with the goal of reducing the number of safety incidents and near-misses that happen during Program operations.

Incident Handling: Agency is expected to have a written process for handling incidents. In addition to reporting incidents as required to IHWAP, Agency agrees to adhere to the protocols outlined in the Community Action Agency Agreement – Safety section for reporting incidents to Company.

OSHA Compliance: Agency is responsible for being aware of and maintaining compliance with all applicable regulations established by the Occupational Safety and Health Association (OSHA) under the Federal Occupational Safety and Health Act of 1970 and the American National Standards Institute, and any applicable amendments or revision thereof whether associated with the furnishings or equipment and/or systems, the construction of facilities, the performance of services, or any other similar contractual relations.

COMMUNITY ACTION AGENCY FIELD OPERATIONS

Agency will adhere to IHWAP Assessment Protocols and follow all relevant industry standards for safe operating procedures and protocols. Agency Assessors and Inspectors must be Training and Certification Program (TCP) certified within one year of employment as, specified in the IHWAP Program Operations Manual.

Agency will adhere to IHWAP, industry and Program safety standards while traveling to and from project sites, and while performing any and all Work associated with the Program.

Agency is expected to designate a responsible member of its organization at each work site who will enforce the Agency Safety Plan, identify opportunities for improvement in operations, track near-misses and incidents, and report any issues to the Program Manager or supervisor.

The Program recommends the Agency include a professional code or standards within the Agency Safety Plan to establish expected professional behavior on job sites for Field Staff.

Field Staff are required to follow all manufacturer guidelines and recommendations when installing measures and will practice caution when handling potentially hazardous materials and equipment.

Agency representatives and all Field Staff will train staff on and adhere to OSHA Safe Driving Practices for Employees³ guidelines, and, as appropriate, institute other OSHA safe driving training and techniques, as found on the OSHA website⁴. In the event a driving incident occurs when traveling to, from or between customer sites, Agency will follow guidelines in the Community Action Agency Agreement – Safety section for reporting incidents to Resource Innovations.

Additionally, to further support safe driving, Agency is encouraged to instruct all staff to:

- Conduct a visual inspection of the vehicle prior to each use;
- Use well-maintained vehicles, free of defects and damage;
- As possible, avoid driving during inclement weather when unsafe driving conditions occur or are possible during the work-day;

³ https://www.osha.gov/Publications/Safe_Driving_Practices.pdf

⁴ https://www.osha.gov/Publications/motor_vehicle_guide.html

- Take extra precaution while driving in inclement weather and use good judgment to determine whether it is safe to drive; and
- Allow sufficient time for travel, understanding a late arrival to a customer's home is preferable to unsafe or reckless driving.

Field Staff are expected to establish and support a safe working environment for themselves, as well as for other Field Staff and customers they may encounter (e.g., Agency staff, Assessors and Inspectors; Installing Contractor staff; household members and visitors). Field Staff will:

- Assess each work environment for potential hazards, resolve potential hazards prior to commencing work and not commence work if the hazard cannot sufficiently be resolved;
- Maintain a safe, tidy, and organized work environment;
- Look after their personal safety and well-being on project sites;
- Notify customers and other Field Staff of potential hazards;
- Keep all equipment safe and secured, well maintained, and in good working order;
- Only use equipment and tools that have been tested, are in good working order and are free of defects;
- Strive to eliminate or reduce risk of slips, trips, and falls by being aware of and correcting or resolving, as possible:
 - Uneven surfaces, hole in floors, carpet edges, drop-clothes or changes in floor surface level and
 - Ladders, equipment and other obstacles that may be present in the work area;
- Wear and/or use all relevant personal protective equipment (PPE) as determined by IHWAP, OSHA and/or industry standards, and be trained in its proper use; and
- Adhere to Agency walk-away protocols for unsafe conditions, environments or situations.

Exhibit 5 – Program Incentive Allocation and Funding

INCENTIVE ALLOCATION METHODOLOGY

Agency 2026 Incentive Allocations (“2026 Allocation(s)”) were developed with input from each Agency, based on capacity and potential, aligned with the Utilities’ priority of maximizing braided production across the network.

INCENTIVE ALLOCATIONS

The initial allocations are based off the following information, with an annual Single-Family budget from the Utilities of \$4,755,094.

Agency will be responsible for managing project and measure-level costs within its Budget as outlined in the Budgets by Agency table below. Agency may also submit a request for additional braided Single-Family funding throughout the year, under the condition that at least 50% of planned Single-Family production is complete.

Table - Budgets by Agency

Agency Name	Single Family Material and Labor	Single Family Incentive (Total)
Community Action Partnership of Lake County	\$48,234	\$70,000
Community and Economic Development Association of Cook County, Inc	\$2,112,037	\$3,065,094
Community Contacts, Inc.	\$172,265	\$250,000
DuPage County Community Services	\$241,171	\$350,000
McHenry County Housing Authority	\$241,171	\$350,000
Tazwood Community Services, Inc.	\$48,234	\$70,000
Tri-County Opportunities Council	\$68,906	\$100,000
Will County Center for Community Concerns	\$344,531	\$500,000
Total	\$3,276,551	\$4,755,094

AGENCY PARTICIPATION TARGETS

The 2026 Incentive Allocations correspond, by Agency, to the following electric savings (kWh) and natural gas savings (therms). These initial targets are intended to provide Agency with a target of the associated savings for the incentive funds that the Utilities aim to achieve in 2026. The Utilities will calculate, per the Illinois Technical Reference Manual, measure-level savings on behalf of Agency. Actual Agency results may vary, and Company will continuously monitor Agency participation and provide recommendations, as appropriate, in support of achieving these targets.

As a reference, for Single-Family production, the following targets were used:

ComEd kWh per project	Nicor Gas Therms per project	Peoples Gas Therms per project	North Shore Gas Therms per project
3,159 kWh	508 Therms	679 Therms	638 Therms

Community Action Agency	Targeted kWh (Electric Savings)	Targeted Therms (Natural Gas Savings)
Community Action Partnership of Lake County	18,954	3,048
Community & Economic Development Association of Cook County	780,273	143,431
Community Contacts, Inc.	67,532	10,860
DuPage County Community Services	91,611	14,732
McHenry County Housing Authority	91,611	14,732
Tazwood Community Services, Inc.	18,954	3,048
Tri-County Opportunities Council	28,431	4,572
Will County Center for Community Concerns	135,837	21,844

MEASURE-LEVEL INCENTIVES

The Utility(ies), via Company, will fund Agency for 50% of the True Grant Expenditure incurred by the Agency for each qualifying measure in an eligible Braided Retrofit home, subject to Agency's compliance with Program requirements and this Agreement. Agency will allocate IHWAP grant funds and/or invoice the Office of Community Assistance (OCA), per existing IHWAP protocols, for the remainder of the true grant expenditure at the measure level. As of the initial distribution of this Agreement, Agency must adhere to the existing IHWAP per-home, per-measure and per-measure category maximums or spending limits established in the IHWAP Operations Manual, inclusive of Utility incentive funds.

RECONCILIATION PERIOD FUNDING

Utilities and Company may fund Agency for 50% of the True Grant Expenditure, as defined in Exhibit 1, for any qualifying projects installed on or after **January 1, 2026** but prior to the date this Agreement is executed. Company will coordinate with OCA and Agency to determine the necessary steps to complete this Reconciliation Period Funding process, which may include, but is not limited to, establishing processes for:

1. Capturing the required data from OCA and/or the Agency,
2. Validating eligibility of Agency-installed projects and measures,
3. Updating the IHWAP system and accounting information for the Utility-funded amount, and
4. Funding Agency directly for the eligible Incentives

AGENCY FORECASTS AND PRODUCTION COMMITMENTS

Agency agrees to spend 100% of its Budget outlined in this document, per the following guidelines:

1. Agency will develop a project pipeline schedule that reasonably achieves the monthly and quarterly commitments outlined in the Production Schedule below. Agency shall consider the customer intake, assessment, installation, and inspection volumes necessary to complete the targeted jobs within the schedule to ensure reasonable commitments are provided. Agency shall provide monthly forecasts based on Agency's ability to submit the full count of committed projects by the last project submittal date of the month. For example, Agency may commit two Braided IHWAP projects for the month of January 2026, which must be submitted no later than January 15, 2026 to be considered against the committed forecast.
2. Activity will be monitored each month, including, but not limited to:

- a. Agency shall provide a forecasted number of project submissions and estimated incentives to Company each calendar month, on a monthly basis, via SharePoint link provided by Company.
 - b. Company and Agency shall review all deviations (both overages and shortfalls) to the Production Schedule and determine whether further monthly or quarterly adjustments are needed to manage to the overall 2026 Allocation.
 - c. Agency shall provide monthly pipeline details, such as customer intake, assessment, installation and inspection targets, as requested by Company, to demonstrate the targets are reasonable and attainable.
 - d. Agency shall add projects to the Data Collection Tool after the project has been assessed, including customer / preliminary project information, estimated project cost, and estimated milestone dates (contractor assignment, installation, inspection, project submittal dates). Agency shall revise estimated milestone dates (contractor assignment, installation, inspection and project submittal dates) if the schedule changes and update the project with actual dates when the actual milestones occur.
3. Company and Agency will review actual activity from the prior months, in addition to the upcoming commitments, to determine any further adjustments that may be needed to ensure reasonable commitments are made for the remaining months within 2026.
 4. Agency shall notify Company of any anticipated shortfall in production, whether monthly, quarterly or for the full 2026 period, as soon as a shortfall is identified.
 - a. Company shall inquire no less than monthly on Agency's pipeline schedule and confidence level in achieving the targets in the current Production Schedule.
 5. Upon identifying a shortfall, Company and Agency will work together to identify any opportunity for making up the shortfall within the month, quarter or year.
 - a. In the event Company and Agency agree that the shortfall cannot be made up by Agency, Agency shall relinquish the funding to Company for reallocation to another Agency or effort that can spend the available funding.
 - b. In the event Company and Agency agree that the shortfall can be made up by Agency, Agency shall provide a revised Production Schedule for the remainder of 2026 which outlines monthly commitments for all remaining months. Agency shall additionally provide monthly pipeline details, such as customer intake, assessment, installation and inspection targets, as requested by Company, to demonstrate the targets are reasonable and attainable.

Agencies shall complete and provide the following Production Schedule to Resource Innovations upon submittal of the signed Addendum, outlining the initial plan for spending the Agency Allocation.

2026 AGENCY PRODUCTION SCHEDULE

The production schedule below outlines Agency's forecasted monthly production volumes. Agencies completed a first draft of this exercise in November 2025. Please review the values below, indicating your 2026 production plans, which will be incorporated into Agency's final executed addendum. Agency may build upon and/or adjust the existing forecast formalized in this agreement.

Single Family	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Total
Braided Project Count	1	3	3	3	5	5	0	0	3	5	2	0	30

Exhibit 6 – Illinois Home Weatherization Assistance Program – Field Standards Manual

The current volume of the IHWAP Field Standards Manual, in effect at the time of the installation of the project, shall be used by Agency. At the time of this Agreement, the current volume is: PY2024 IHWAP Field Standards Manual.



HS Resolution

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: HS-R-0001-26

Agenda Date: 1/6/2026

Agenda #: 6.E.

HOME INVESTMENT PARTNERSHIPS AGREEMENT
BETWEEN THE COUNTY OF DUPAGE AND
DUPAGE PADS, INC.
PROJECT HM25-02b - \$139,000

WHEREAS, the Illinois General Assembly has granted COUNTY authority to make all contracts and do all other acts in relation to the property and concerns of the county necessary to the exercise of its corporate powers (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1005), and to enter into agreements for the purposes of receiving funds from the United States government under the “Housing and Community Development Act of 1974”, the National Affordable Housing Act of 1990, and the Housing and Community Development Act of 1992, and COUNTY may disburse those funds and other county funds for community development and other housing program activities (Illinois Compiled Statutes, Chapter 55, paragraph 5/5 1093); and

WHEREAS, the COUNTY has applied to HUD for HOME Investment Partnerships Act funds from the United States Department of Housing and Urban Development (“HUD”) as provided by the Cranston-Gonzalez National Affordable Housing Act, as amended (Title II, Pub. L. 101-625) (“ACT”); and

WHEREAS, DUPAGE PADS, INC., an Illinois not-for-profit corporation, (hereinafter called “SUBRECIPIENT”), having a principal place of business at 601 W. Liberty Dr., Wheaton, IL 60187, has been selected as a SUBRECIPIENT to receive a portion of COUNTY’S HOME funds to be used for eligible costs associated with Tenant Based Rental Assistance (TBRA) known as HOME project HM25-02b; and

WHEREAS, HOME funding was identified for the TBRA Program as part of the 2025 Action Plan under Resolution #HS-R-0004-25 as part of the 2025-2029 DuPage County Consolidated Plan submitted to HUD for the HOME Investment Partnerships Program under Resolution #HS-R-0004-25; and

WHEREAS, on December 2, 2025 the DuPage HOME Advisory Group and on January 6, 2026 the DuPage County Human Services Committee has recommended funding One Hundred Thirty Nine Thousand and 00/100 Dollars (\$139,000.00) for eligible costs associated with Tenant Based Rental Assistance; and

WHEREAS, an Agreement has been prepared requiring compliance with HOME requirements, and said Agreement has been approved by DUPAGE PADS, INC.

NOW THEREFORE BE IT RESOLVED by the County Board that said Agreement between the County of DuPage and DUPAGE PADS, INC.; attached hereto, is hereby approved; and

BE IT FURTHER RESOLVED, that the Chair of the DuPage County Board is authorized and directed to execute said Agreement on behalf of DuPage County and the Clerk is hereby authorized and directed to attest to such execution and affix the official seal thereto; and

BE IT FURTHER RESOLVED, that the Chair of the DuPage County Board, or their designee, is authorized and directed to execute additional documents that may be required to complete the transaction on behalf of DuPage County and the Clerk is hereby authorized and directed to attest to such execution and affix the official seal thereto; and

BE IT FURTHER RESOLVED, that the Chair of the DuPage County Board is hereby authorized to approve amendments to PROJECT HM25-02b so long as such amendments further the completion of the project and are in accordance with regulations applicable to the HOME Investment Partnerships Act and the policies of DuPage County; and

BE IT FURTHER RESOLVED that the County Clerk be directed to send certified copies of this Resolution to DUPAGE PADS, INC., 601 W. Liberty Dr., Wheaton, IL 60187; and the Community Development Commission.

Enacted and approved this 13th day of January, 2026 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



**DUPAGE
COUNTY**

**Community
Development**
630-407-6600
Fax: 630-407-6601

Family Center
422 N. County Farm Rd.
Wheaton, IL 60187
630-407-2450
Fax: 630-407-2451

**Housing Supports
and Self-Sufficiency**
630-407-6500
Fax: 630-407-6501

Intake and Referral
630-407-6500
Fax: 630-407-6501

Senior Services
630-407-6500
Fax: 630-407-6501

COMMUNITY SERVICES

630-407-6500
Fax: 630-407-6501
csprograms@dupageco.org

www.dupageco.org/community

TO: Greg Schwarze, Chairman and Committee Members
Human Services Committee

FROM: Mary A. Keating, Director,
Department of Community Services

DATE: December 16, 2025

**SUBJECT: DuPage Pads Tenant-Based Rental Assistance Program FY2025 –
HM25-02b HOME Investment Partnerships (HOME) Program
Agreement**

On 12/02/2025, the HOME Advisory Group approved the following action.

Action Requested: The HOME Advisory Group approved this project at a conditional commitment level so that staff could prepare a HOME Investment Partnership (HOME) Program Agreement for the project. Staff recommends approval of the 2025 Program Year Agreement with DuPage Pads for project number HM25-02b, HOME Program Tenant-Based Rental Assistance (TBRA) Program in the amount of \$139,000.

Details: The TBRA provides ongoing rental assistance to eligible low-income formerly homeless clients in DuPage County. Through a collaboration with non-profit agencies and DuPage County, since 2016, DuPage County has been collaborating with non-profit agencies to provide low-income households with rental assistance to retain affordable rental housing throughout the DuPage County HOME Consortium.

DuPage Pads is requesting \$139,000.00 in HOME Investment Partnerships (HOME) Program funds to provide ongoing rental assistance to approximately 5-6 households annually. DuPage Pads request is based on historic annual spending with a monthly caseload between averaging 11 households. Due to the increased per-household rental costs, the estimated households to be served via the requested HOME funds is a conservative estimate. DuPage Pads is requesting existing allocated HOME funds from Program Year 2025 to be utilized over the next 12 months, which will overlap Program Years 2025 and 2026.

Underwriting Memo – DuPage Pads

Tenant Based Rental Assistance Program

1. Overview

The Tenant Based Rental Assistance Program provides ongoing rental assistance and case management including supportive services to eligible low-income formerly homeless clients in DuPage County. Since 2016, DuPage County has been collaborating with non-profit agencies to provide low-income households with rental assistance to retain affordable rental housing throughout the DuPage County HOME Consortium.

DuPage Pads is requesting \$139,000.00 in PY25 HOME funds to provide ongoing rental assistance to approximately 5-6 households annually. Each tenant receives rental assistance based on a formula resulting in the tenant paying no more than 30% of their monthly adjusted gross income. Each program participant's rent varies based on their income. In addition, a tenant may be recertified if they experience a significant increase and/or decrease in income. DuPage Pads request is based on historic annual spending with a monthly caseload averaging 11 households. Due to increased per-household rental costs, the number of households served with the requested HOME funding is expected to only support those 5-6 households referenced above. DuPage Pads is requesting existing allocated funds from Program Year 2025 to support the TBRA program over the next 12 months. The PY25 funding will serve eligible clients during program years 2025 and 2026.

2. Executive Summary

2.A Challenges / Opportunities Presented

CDC staff reviewed DuPage Pads funding request which corresponds with the number of tenants they intend to assist over the next year, which will overlap Program Years 2025 and 2026.. Historically, DuPage Pads has been an important partner in the County's efforts to assist eligible low-income homeless clients retain affordable housing. The Tenant Based Rental Assistance Program remains an important tool for low-income residents who could not otherwise afford housing within DuPage County. It is anticipated that this project will benefit 5-6 households over one program year, including families with children, single adults, and other vulnerable households with barriers to accessing housing without ongoing assistance and case management. The current rental market presents challenges for the low-income clients that the TBRA Program assists. One challenge is the increase in rental prices and simultaneous decrease in accessibility to affordable fair market units within DuPage County. It is not only difficult to find an affordable unit but to find a property manager or private landlord willing to work with clients who have barriers (i.e., poor credit, criminal history, fixed income, limited employment history, inconsistent rental history, etc.). Often, without ongoing rental assistance, these households would otherwise remain homeless, "doubled up", or rent burdened. TBRA ensures these most vulnerable clients have access to affordable housing, case management, and ongoing support as they either seek permanent affordable housing or gainful full-time employment.

2.B. Risks

Pertinent risk factors for this project are:

Market	Low There are 53 potentially eligible clients currently on a list to be assessed for TBRA as a housing intervention (<i>Coordinated Entry System clients scoring 6 – 8 via the VISPDAT</i>). According to the National Low Income Housing Coalition, The State of Illinois has a shortage of 293,767 affordable rental homes and 75% of low-income tenants are cost burdened. There is a great need for assistance to help low-income clients retain affordable housing.
Subrecipient	Low DuPage Pads has been a longstanding partner in administering a variety of client-based programs. They have been operating TBRA for nearly nine years.
Financing	Low DuPage Pads operates this program with HOME funds and will not exceed a client caseload that can be supported by year-over-year funds as they become available. DuPage Pads has several funding sources (federal, state, and private) which fund their staff who operate the program.
Underwriting Assumptions	Low Clients are assessed for eligibility and abide by a Self-Sufficiency plan which, in most cases, helps transition a client off assistance within 24 months.
Other	The proposed project presents a low, favorable risk profile and is recommended for approval.

3. Project Market

TBRA serves low-income formerly homeless DuPage County residents. This population includes low-income individuals and families who are currently residing in emergency shelter in DuPage County who have been prioritized for a housing intervention on the Homeless Management Information System (HMIS) Coordinated Entry System (CES). There are currently 53 clients (CES clients scoring 6 – 8 on VISPDAT) awaiting assessment for a housing intervention, which includes TBRA. Clients are contacted to complete an assessment and, if determined to meet the minimum requirements, are scheduled for an in-person appointment to complete the application process. Clients develop a Self-Sufficiency Plan (SSP) and encouraged to participate in monthly case management to meet goals outlined in the SSP. Case managers consistently engage clients with services throughout the County – money management, employment coaching, childcare assistance, etc. Clients exit the program successfully either when they obtain gainful full-time employment or permanent affordable housing (i.e., Housing Choice Voucher, subsidized senior housing, etc.).

4. Development Entity and Capacity

DuPage Pads has administered the TBRA Program since 2016 to low-income families and individuals seeking rental assistance throughout the DuPage County HOME Consortium. DuPage Pads employs a full-time Rapid Rehousing Case Manager, Rapid Rehousing Supervisor, and Director of Client Services to support the TBRA Program. In addition to HOME funds, which may only be used for staff time spent determining income eligibility for the TBRA

Program, Illinois Department of Human Services (IDHS) as well as unrestricted fundraising dollars support the TBRA Program.

5. Proposed Financial Structure

Each tenant receives rental assistance based on a formula resulting in the tenant paying no more than 30% of their monthly adjusted gross income. Each program participant's rent varies based on their income. In addition, a tenant may be recertified if they experience a significant increase and/or decrease in income which can result in a fluctuation of program costs. HOME funds the reimbursement of the agency's subsidized rental assistance portion. DuPage Pads estimates serving 5-6 households annually which will ensure the total costs do not exceed \$139,000.00 in a 12-month period.

6. Conclusion

The proposed project meets all Notice of Funding Available (NOFA), application requirements and has a favorable risk profile. The CDC staff recommendation is that the project be approved for a total of \$139,000.00 from PY25 HOME funds.

HOME INVESTMENT PARTNERSHIPS AGREEMENT
BETWEEN THE COUNTY OF DUPAGE AND
DUPAGE PADS
HM25-02b - \$139,000

This AGREEMENT is entered into as of the ____ day of January, 2026 by and between the COUNTY OF DUPAGE, Illinois, a body corporate and politic of the State of Illinois with offices at 421 N. County Farm Road, Wheaton, Illinois ("COUNTY") and **DUPAGE PADS** an Illinois Not-for-Profit Corporation ("SUBRECIPIENT") having a principal place of business at 601 W. Liberty Dr., Wheaton, IL 60187.

RECITALS

WHEREAS, the Illinois General Assembly has granted COUNTY authority to make all contracts and do all other acts in relation to the property and concerns of the COUNTY necessary to the exercise of its corporate powers (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1005), and to enter into agreements for the purposes of receiving funds from the United States government under the "Housing and Community Development Act of 1974," (Pub. L. 93 – 383, 42 U.S.C. § 5301, et seq.) and other subsequent housing acts, and may disburse those funds and other county funds for community development and other housing program activities (Illinois Compiled Statutes, Chapter 55, paragraph 5/5-1093); and

WHEREAS, the COUNTY has applied to United States Department of Housing and Urban Development ("HUD") for HOME Investment Partnerships Act (the HOME Investment Partnerships Program or "HOME") funds from HUD as provided by the Cranston-Gonzalez National Affordable Housing Act, as amended (Title II, Pub. L. 101-625) ("ACT"); and

WHEREAS, COUNTY has stated in its Consolidated Plan that it will undertake a Tenant Based Rental Assistance (TBRA) Program; and

WHEREAS, HOME Regulations allow the COUNTY to operate the TBRA Program itself or contract with another entity with capacity to operate a rental assistance program; and

WHEREAS, COUNTY has selected SUBRECIPIENT to administer a portion of the TBRA Program; and

WHEREAS, SUBRECIPIENT possesses the legal authority to execute an agreement to undertake the activity described herein and the individual signing on behalf of SUBRECIPIENT is duly authorized by SUBRECIPIENT to enter into this AGREEMENT and bind SUBRECIPIENT to its terms and conditions; and

WHEREAS, HOME funding was identified for the TBRA Program as part of the 2025 Action Plan under Resolution #HS-R-0004-25 as part of the 2025-2029 DuPage County Consolidated Plan submitted to HUD for the HOME Investment Partnerships Program under Resolution #HS-R-0004-25; and

WHEREAS, the COUNTY and SUBRECIPIENT enter into this AGREEMENT pursuant to their respective powers to enter into such agreements, as those powers are defined in the Illinois Constitution and applicable statutes.

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms and conditions

hereinafter set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

I. INCORPORATION AND CONSTRUCTION

- A. All recitals set forth above are incorporated herein and made part hereof, the same constituting the factual basis for this AGREEMENT.
- B. The section headings of the paragraphs and subparagraphs of this AGREEMENT are for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.
- C. The following exhibits are hereby incorporated into this AGREEMENT:
 - Exhibit A. DuPage County Tenant Based Rental Assistance (TBRA) Program Policy
 - Exhibit B. DuPage County TBRA Self-Sufficiency Program Plan
 - Exhibit C. Small Area Fair Market Rent (SAFMR) – DuPage Housing Authority Payment Standards
 - Exhibit D. Utility Allowance – DuPage Housing Authority Payment Standards
 - Exhibit E. VAWA Lease Addendum
 - Exhibit F. DuPage County Consortium Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking.

II. STATEMENT OF WORK AND ELIGIBILITY FACTORS

- A. **Statement of Work:** The SUBRECIPIENT, in collaboration with the COUNTY, shall utilize HOME FUNDS for eligible costs to provide tenant-based rental assistance for eligible families to reside in eligible housing in accordance with the DuPage County TBRA Program Policy, as amended from time to time, attached hereto as *Exhibit A* and incorporated herein by reference (“PROJECT”).
- B. **Eligible Costs:** SUBRECIPIENT agrees to administer the PROJECT in accordance with the HOME regulations at 24 CFR Part 92 and other applicable federal, state, and local laws, ordinances, and regulations. SUBRECIPIENT shall perform all acts with responsibility to COUNTY in the same manner as COUNTY is required to perform all acts with responsibility to the Federal Government.
 - 1. Eligible costs are the rental assistance and security deposit payments made to provide tenant-based rental assistance. Security deposits may be granted to eligible families moving into eligible housing whether or not additional TBRA rental assistance is given, up to the equivalent of two months’ rent.
 - 2. The costs of inspecting the housing and determining the income eligibility of the family are eligible as costs to be reimbursed by HOME TBRA funds.
 - 3. SUBRECIPIENT may not request disbursement of funds under this AGREEMENT until the funds are needed for payment of eligible costs. The amount of each request must be limited to eligible costs as determined by the COUNTY’S CDC.

4. SUBRECIPIENT is prohibited from charging families participating in this PROJECT fees for servicing, origination, or other fees for the costs of administering this PROJECT.
- C. **Eligible Families:** In accordance with all the specific requirements of *Exhibit A*, families
1. Must meet citizenship requirements.
 2. Will be selected off the Continuum of Care (CoC) Coordinated Entry System (CES) prioritization list maintained by the Homeless Management Information System (HMIS) and given a preference if homeless.
 3. Cannot have an income exceeding 50% of the median family income (MFI) for DuPage County, at initial occupancy, determined by the “Part 5” definition of annual income which is defined as the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period (24 CFR Part 5, et seq.). A list of the “Part 5” income "inclusions" and "exclusions" is published in the Code of Federal Regulations at 24 CFR 5.609. This list is periodically updated by HUD when changes are made to the “Part 5” definition of annual income by the United States Congress. Income must be recertified annually if family is receiving ongoing TBRA. If a family’s income is equal or greater than 80% MFI at any recertification, the TBRA assistance will cease.
 4. Must establish a self-sufficiency plan at initial lease up through SUBRECIPIENT that will meet the requirements of the DuPage County TBRA Self-Sufficiency Program Plan document attached hereto as *Exhibit B* and incorporated herein by reference.
 5. Will contribute 30% of adjusted monthly income (minus utility allowance) to the rental payment, with a minimum tenant contribution of \$25.00 (minus utility allowance; however, negative outcome of this formula will not be refunded to the family). Utility Allowances are set forth on *Exhibit D*, attached hereto and incorporated herein by reference.
 6. Must enter into a rental assistance contract with SUBRECIPIENT not to exceed 24 months, but which may be amended or renewed, subject to the availability of HOME funds and continuing eligibility of the family. The term of the rental assistance contract with the family must begin on the first day of the term of the lease or the beginning of the first month in which TBRA is provided. The term of the contract need not end on termination of the lease, but no payments may be made after termination of the lease until a family enters into a new lease.
- D. **Eligible Housing:** In accordance with the specific requirements of *Exhibit A*,
1. Must be located within the boundaries of the COUNTY HOME Consortium which, at the time of this AGREEMENT, includes property anywhere in DuPage County and the City of Naperville (even those areas outside of DuPage County), but excludes property located in the City of Aurora and the Village of Bolingbrook.
 2. Must have a written lease between the tenant and property owner that complies with the requirements of the HOME program, including but not limited to those found at 24 CFR 92.253, as amended.

3. Must have a rental assistance contract between SUBRECIPIENT, property owner, and tenant in accordance with the provisions of 24 CFR 92.209. The rental assistance contract may allow for direct payment of rent to the owner. The term of the rental assistance contract must begin on the first day of the term of the lease or the beginning of the first month in which TBRA is provided and will terminate upon termination of the lease.
4. Must be rent reasonable, based on rents charged for comparable unassisted rental units and which rent may not exceed the Small Area Fair Market Rent standard set by the DuPage Housing Authority for its Section 8 Housing Choice Voucher Program, based on number of bedrooms set forth and referenced in *Exhibit C*, as amended.
5. Must meet the property standards set forth in COUNTY'S CDC Property Standards Policy, as amended from time to time, in accordance with 24 CFR 92.251 Property standards and inspections, including but not limited to 24 CFR 5.703, and 24 CFR Part 5, Subpart G, National Standards for the Physical Inspection of Real Estate (NSPIRE), when effective. Housing must be determined to be decent, safe, sanitary, and in good repair through an on-site inspection prior to commitment of funds and annually thereafter where a family continues to receive TBRA under this AGREEMENT.
 - i. It is anticipated that COUNTY will conduct the housing inspections, but inspections may also be undertaken by public housing authority inspectors, or by an inspector of another funding source in satisfaction of requirements under 24 CFR Part 5, subpart G, National Standards for the Condition of HUD Housing, or an alternate inspection standard established by HUD through Federal Register publication.

III. AMOUNT OF HOME FUNDING; REIMBURSEMENT PROCEDURES; BUDGET

- A. HOME funds in the amount of up to ONE HUNDRED THIRTY NINE THOUSAND and 00/100 Dollars (\$139,000.00) shall be made available to SUBRECIPIENT for payment of eligible costs described in Section II. B., upon approval and adoption of this AGREEMENT by the DuPage County Board, upon receipt of HOME funds from the Department of Housing and Urban Development, and upon the receipt of documentation as described in this Section III.
- B. All claims of SUBRECIPIENT shall comply with the following requirements:
 1. Prior to committing funds for a specific family, SUBRECIPIENT shall submit to COUNTY documentation in a form proscribed by County which verifies selection and eligibility of family, eligibility of housing, and request for inspection of the housing. COUNTY shall review documentation, complete housing inspection, and notify SUBRECIPIENT of approval or non-approval.
 2. Any request for reimbursement of rents, security deposits, or time spent determining the income eligibility of the family shall be accompanied by a copy of the lease, cancelled checks, and/or timesheets.
 3. Processing of all requests for payment shall be contingent upon the submission of the required documentation to COUNTY that fully complies with all applicable Federal, state, county or local statutes, rules or regulations. COUNTY reserves the right to withhold funded amounts until all such requirements are met. To process requests for payment, COUNTY must submit such claim for payment approval at the first scheduled County

Board meeting following approval by the County Auditor, County Treasurer, and County Finance Department, noticed in accordance with the Illinois Open Meetings Act (Illinois Compiled Statutes, Chapter 5, paragraph 120).

C. The budget for the project is anticipated to be as follows:

Rents	\$136,000
Security deposits only	\$3,000
Determining income eligibility of families	\$0
TOTAL	\$139,000

These are estimated numbers and variations in the line items will be tracked but will not require modification to this AGREEMENT.

IV. SCHEDULE FOR COMPLETION AND TIMELINESS

A. Time is of the essence of this AGREEMENT. SUBRECIPIENT shall be responsible for meeting the completion dates for the activities listed below. If a SUBRECIPIENT does not meet a completion date, SUBRECIPIENT shall immediately submit a revised implementation schedule for approval by CDC. Failure to achieve these deadlines may result in the loss or reduction of grant funds.

<u>Activity</u>	<u>Completion Date</u>
1. 50% of funds expended	<u>07/13/2026</u>
2. 100% of funds expended	<u>01/13/2027</u>
3. Final reimbursement request received	<u>01/13/2027</u>

B. After a period of twelve (12) months from the date of this AGREEMENT, the Director may review the progress of the PROJECT. At the time of this review, if the SUBRECIPIENT has not demonstrated significant progress toward completion and, if the SUBRECIPIENT has not made substantial effort toward completion and delays are determined by COUNTY to be within the control of the SUBRECIPIENT, the Director shall recommend to the COUNTY that this AGREEMENT be terminated, and all further payments suspended, and the COUNTY shall act upon said recommendation and notify the SUBRECIPIENT of its action.

C. This AGREEMENT shall terminate in accordance with Paragraph XI. F. The HOME regulations require the following although it is not anticipated that either of the stated situation will occur, as payments under this AGREEMENT shall be made on a reimbursement basis: Upon expiration of this AGREEMENT, SUBRECIPIENT must transfer to COUNTY any HOME funds on hand at time of expiration and any accounts receivable attributable to the use of HOME funds. Any HOME funds repaid to SUBRECIPIENT or recaptured by SUBRECIPIENT must be remitted to COUNTY.

V. UNIFORM ADMINISTRATIVE REQUIREMENTS

A. SUBRECIPIENT shall comply with the Federal Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,

codified at 2 CFR Part 200 (“Super Circular”), as updated from time to time, including any single audit requirements contained therein.

- VI. OTHER PROGRAM REQUIREMENTS. The project will be conducted and administered in compliance with 24 CFR Part 92, Subpart H – Other Federal Requirements, as amended, and 24 CFR 5.105(a) Nondiscrimination and Equal Opportunity, as amended, including any and all applicable Executive Orders in effect, including but not limited to the following:
- A. Federal civil rights and fair housing law, including, but not limited to:
 - 1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. § 2000d et seq.) and implementing regulations issued at 24 CFR Part 1.
 - 2. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284, 42 U.S.C. § 2000d et seq.), as amended; and that the SUBRECIPIENT will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing.
 - 3. The Fair Housing Act of 1968 and the Fair Housing Amendments Act of 1988, as amended, (42 U.S.C. § 3601-20), as amended, and implementing regulations at 24 CFR Part 100.
 - 4. Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing), and implementing regulations in 24 CFR Part 107.
 - 5. Age Discrimination Act of 1975 (Pub. L. 94-135, 42 U.S.C. § 3001, et seq.), as amended, and implementing regulations at 24 CFR 146.
 - B. Section 109 of the Housing and Community Development Act of 1974 (Pub. L. 93-383), as amended, and the regulations issued pursuant thereto, requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available to the ACT. Discrimination on the basis of age is also prohibited pursuant to the Age Discrimination Act of 1975 (Pub. L. 94-135, 42 U.S.C. 6101-6107) and implementing regulations at 24 CFR Part 146.
 - C. If applicable, the SUBRECIPIENT shall comply with the Federal Labor Standards and Prevailing Wage Rates, including assisting COUNTY with employee interviews of the contractor and/or subcontractors at the job site, if necessary. No construction is anticipated under this AGREEMENT.
 - D. COUNTY is responsible for the preparation of environmental reviews for the PROJECT and enforcement of environmental standards. The environmental review for the PROJECT is complete.
 - E. No PROPERTY located in a floodplain and/or subject to the National Flood Insurance Program may be acquired, rehabilitated or constructed as part of this PROJECT. Any construction or rehabilitation pursuant to the PROJECT must comply with the DuPage County Countywide Stormwater and Flood Plain Ordinance. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11738 relating to the prevention, control and abatement of

water pollution. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234). This PROJECT does not undertake any of these activities.

- F. SUBRECIPIENT shall comply with the relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601), and the implementing regulations at 49 CFR Part 24, and as applicable, Section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d)) and implementing regulations at 24 CFR Part 42, subpart A, as amended. No person(s) shall be displaced as part of this PROJECT.
- G. SUBRECIPIENT shall further, to the extent it is applicable, comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, (12 U.S.C. 1701u), (Section 3), by making efforts to offer training and employment opportunities to low and very low-income residents of the PROJECT area, should SUBRECIPIENT find it necessary to hire additional employees to carry out the PROJECT.
- H. As applicable, SUBRECIPIENT shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. § 4851-4856) and implementing regulations at 24 CFR Part 35; subparts A (Disclosure of Known Lead-Based Paint Hazards Upon Sale or Lease of Residential Property), B (General Lead-Based Paint Requirements and Definitions for All Programs), and R (Methods and Standards for Lead-Based Paint Hazard Evaluation and Hazard Reduction Activities) of this part apply to this PROJECT. Visual assessment of deteriorating paint is included as part of the housing inspection.
- I. SUBRECIPIENT shall not use debarred, suspended or ineligible contractors or subcontractors in carrying out this PROJECT. No additional contractors are anticipated under this AGREEMENT.
- J. PROJECT is not subject to the Build America, Buy America (BABA) Act, as it does not include infrastructure.
- K. SUBRECIPIENT shall comply with administrative and procurement requirements of the Super Circular (2 CFR Part 200), including the conflict of interest provisions therewithin and under 24 CFR 92.356.
- L. In accordance with 24 CFR § 92.356, no person who is an employee, agent, consultant, officer, or elected official or appointed official who exercises or has exercised any functions or responsibilities with respect to HOME activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from an HOME assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to an HOME assisted activity, or with respect to the proceeds of the HOME assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. This also applies to any person who is an employee, agent, consultant, or officer of SUBRECIPIENT. SUBRECIPIENT must complete a Conflict of Interest Disclosure.

- M. The Architectural Barriers Act of 1978 (42 U.S.C. § 4151-4157), the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and implementing regulations at 28 CFR Part 25 or 36, as applicable, and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) shall be followed, and implementing regulations at 24 CFR Part 8, to the extent applicable to the PROJECT.
- N. SUBRECIPIENT agrees that to the best of its knowledge, neither the PROJECT nor the funds provided therefore, and the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of the Hatch Act (5 U.S.C. § 1501, et seq.).
- O. SUBRECIPIENT certifies, to the best of its knowledge and belief, that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Of Lobbying Activities," in accordance with its instructions and 31 U.S.C. § 1352.
 3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENTS shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- P. The SUBRECIPIENT certifies that it will provide a drug-free workplace by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the SUBRECIPIENT 's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 2. Establishing a drug-free awareness program to inform employees about
 - a. The dangers of drug abuse in the workplace;

- b. The SUBRECIPIENT 's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- 3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
- 4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will
 - a. Abide by the terms of the statement; and
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- 5. Notifying the CDC within ten (10) days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such conviction;
- 6. Taking one of the following actions, within 30 days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - c. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).
- Q. Eligible matching contributions (“Match”) are defined as the permanent contributions made to HOME-assisted affordable housing under the requirements of 24 CFR 92.220 of the ACT. Acceptable match for the PROJECT includes the direct cost of necessary supportive services, facilitating independent living, provided to families residing in HOME-assisted units during the affordability period, cash contributions from non-Federal sources; reasonable value of donated construction materials, not acquired with Federal resources; the value of donated or voluntary labor; and the donated value of real property as appraised according to procedures acceptable to the COUNTY. SUBRECIPIENT will report any eligible match to COUNTY on an annual basis.
- R. It is not anticipated that SUBRECIPIENT shall receive program income under this Agreement. Should this occur; however, it shall be remitted to COUNTY.

- S. VAWA Requirements under this section, required by the HOME Investment Partnerships Program, shall apply to the SUBGRANTEE for the duration of the affordability period.
- a. VAWA Notification Requirements: SUBGRANTEE must provide to each of its applicants and to each of its tenants the Notice of Occupancy Rights under the Violence Against Women Act, Form HUD 5380, as amended by the US Department of Housing and Urban Development, from time to time, along with the Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking Form, Form HUD 5382, as amended by the US Department of Housing and Urban Development, from time to time no later than at each of the following times:
 - i. At the time the applicant is denied assistance or admission under a covered housing program;
 - ii. At the time the individual is provided assistance or admission under the covered housing program;
 - iii. With any notification of eviction or notification of termination of assistance; and
 - iv. During the annual recertification or lease renewal process, whichever is applicable.
 - b. VAWA Lease Bifurcation:
 - i. The housing owner may bifurcate a lease, or remove a household member from a lease in order to evict, remove, terminate occupancy rights, or terminate assistance to such member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual:
 - 1. Without regard to whether the household member is a signatory to the lease; and
 - 2. Without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such criminal activity who is also a tenant or lawful occupant.
 - ii. If a household occupying a HOME-assisted rental unit separates due to domestic violence, dating violence, sexual assault, or stalking, the remaining tenant(s) may remain in the HOME-assisted unit.
 - 1. If a household receiving HOME tenant-based rental assistance separates due to domestic violence, dating violence, sexual assault, or stalking, the remaining tenant(s) will retain the HOME tenant-based rental assistance.
 - 2. A lease bifurcation shall be carried out in accordance with any requirements or procedures as may be prescribed by Federal, State, or local law for termination of assistance or leases and in accordance with any requirements under the relevant covered

housing program.

- c. VAWA Lease Addendum, form HUD-91067, as amended by the US Department of Housing and Urban Development from time to time, attached to this Agreement as Exhibit H, must be incorporated into each HOME-unit lease.
 - d. VAWA Emergency Transfer Plan: SUBGRANTEE may develop its own Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking or utilize the DuPage County Consortium Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, attached to this Agreement as Exhibit I.
- T. SUBRECIPIENT shall not use grant funds to promote “gender ideology”, as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government, if applicable.
- U. SUBRECIPIENT shall not use any grant funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment, if applicable.
- V. Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154 (Unleashing American Energy), including E.O. 14008 (Tackling the Climate Crisis at Home or Abroad), or NOFO requirements implementing Executive Orders that have been revoked, if applicable.
- W. SUBRECIPIENT must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218 (Ending Taxpayer Subsidization of Open Borders), or other Executive Orders or immigration laws.
- X. SUBRECIPIENT cannot use grant funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations, if applicable.
- Y. SUBRECIPIENT must use Systematic Alien Verification for Entitlements (SAVE), or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States, if applicable.

VII. COUNTY'S OBLIGATION TO PROSECUTE AGREEMENT

- A. COUNTY shall forthwith file all applicable documents and shall comply with all applicable rules and regulations to secure a release of funds for the PROJECT.
- B. After the COUNTY has received notification that funds for the PROJECT have been released by HUD, the SUBRECIPIENT shall be authorized to begin the PROJECT so long as the PROJECT remains in compliance with the HOME Program and this AGREEMENT.

VIII. RECORDS & REPORTS

- A. SUBRECIPIENT authorizes CDC, COUNTY, HUD, and the Comptroller General of the United States to conduct on-site reviews, to examine, inspect, and audit the SUBRECIPIENT'S records and to conduct any other procedures or practices to assure compliance with the provisions of this AGREEMENT upon demand.
- B. At the request of CDC or COUNTY, the SUBRECIPIENT shall furnish immediately, if required by the Comptroller General, otherwise within three (3) business days of such request, such reports, budgets, certifications and other documents required pursuant to federal, state, or COUNTY rules, regulations and policies that are applicable to the PROJECT and shall give specific answers to questions from the COUNTY, from time to time, relative to the SUBRECIPIENT'S contracts and operations in connection with the PROJECT, and shall submit all required information to show compliance with applicable laws, rules and regulations, as specified in this AGREEMENT.
- C. SUBRECIPIENT shall, each year as long as the PROJECT remains in effect, provide CDC with an audit conducted by an independent Certified Public Accountant that includes the funds contained in this PROJECT. SUBRECIPIENT is also required to meet any single audit requirements of the Federal Office of Management and Budget.
- D. SUBRECIPIENT shall maintain family and assistance records for this PROJECT in the DuPage Homeless Management Information System (HMIS).
- E. SUBRECIPIENT shall provide a Monthly Progress Report to CDC, reporting on the status of the PROJECT in relation to the PROJECT target dates. The Progress Reports shall begin upon the signing of this AGREEMENT and shall continue until the PROJECT is able to be closed in HUD's Integrated Disbursement and Information System (IDIS).
- F. If requested, SUBRECIPIENT shall submit each year to CDC an annual report of the status of the PROJECT in a form prescribed by CDC, or at the request of CDC from time to time if necessary to meet HOME reporting requirements. SUBRECIPIENT will comply with all requests for information and with requests for on-site inspections of books, records, and units.
- G. SUBRECIPIENT shall maintain the following records:
 - 1. For a period of five years after a family completes their assistance: records pertaining to the tenancy of each household occupying the PROJECT, including a copy of the lease showing the rent charged and those records that demonstrate that the household was income eligible.

2. For a period of five years after each year of the PROJECT: Documentation that SUBRECIPIENT has followed the required tenant selection plan.
3. For a period of five years after each year of the PROJECT: Documentation of all activities undertaken in connection with SUBRECIPIENT'S outreach for the PROJECT.
4. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the five-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period, whichever is later.
5. SUBRECIPIENT shall cooperate with the COUNTY to facilitate the maintenance of any and all other financial records as requested by the COUNTY for the length of time requested, as may be required by 24 CFR Part 92.

IX. SUSPENSION AND TERMINATION

- A. In accordance with 2 C.F.R. § 200.339, suspension or termination of this AGREEMENT may occur if the SUBRECIPIENT materially fails to comply with any term of the award. The award may also be terminated for convenience in accordance with 2 C.F.R. § 200.339.
- B. During the implementation of the PROJECT, COUNTY may terminate this AGREEMENT or may suspend payment of HOME funds to SUBRECIPIENT for SUBRECIPIENT'S breach of the AGREEMENT, abandonment of the PROJECT or occurrence rendering impossible the performance by SUBRECIPIENT of this AGREEMENT. COUNTY may also suspend payments of HOME funding due to use of funds in a manner unrelated to SUBRECIPIENT 'S performing the PROJECT, failure by SUBRECIPIENT in submitting supporting information or documentation for a claim, submission by SUBRECIPIENT of incorrect or incomplete reports, or SUBRECIPIENT 'S suspension of its pursuit of the PROJECT.
- C. In the event COUNTY elects to terminate this AGREEMENT or to suspend payments, for any reason stated hereinabove in paragraph A and B of this Section IX, or to exercise its remedies under Section X, Paragraph D hereof, it shall notify the SUBRECIPIENT in writing of such action, specifying the particular deficiency, at least five (5) business days in advance of any such action and establishing a time (not less than 30 days) and a place for the SUBRECIPIENT to refute the alleged deficiency at a time prior to COUNTY'S taking such action. After allowing the SUBRECIPIENT the opportunity to refute or correct the alleged deficiency, if the alleged deficiency continues to exist, in the reasonable opinion of the COUNTY, the COUNTY may withhold payment to the PROJECT until such time as the violation or breach is remedied. No action taken or withheld by the COUNTY under this paragraph shall relieve the SUBRECIPIENT of its liability to the COUNTY for any funds expended in violation of any of the terms of this AGREEMENT.

X. REMEDIES

- A. In the event of any violation or breach of this AGREEMENT by SUBRECIPIENT, misuse or misapplication of funds derived from this AGREEMENT by SUBRECIPIENT or any violation of any of the statutes, rules and regulations, directly or indirectly, by the SUBRECIPIENT and/or any of its agents or representatives, then SUBRECIPIENT, to the fullest extent

permitted by law, agrees to indemnify, and hold the COUNTY harmless from any requirement to repay to HUD the HOME funding received by SUBRECIPIENT for this PROJECT or penalties and expenses, including attorneys' fees and other costs of litigation, resulting from such action or omission by SUBRECIPIENT. All counsel employed by the SUBRECIPIENT to defend the COUNTY pursuant to this AGREEMENT shall first be approved by the DuPage County State's Attorney. The SUBRECIPIENT does not hereby waive any defenses or immunity available to it with respect to third parties.

- B. In the event HUD, or any other federal agency, makes any claim which would give rise to invoking the remedy provisions, as set forth in this Section X, then the COUNTY or SUBRECIPIENT shall immediately notify the other party, in writing, providing the full details of the alleged violation. The SUBRECIPIENT shall have the right to contest the claim, in its own name or in the name of the COUNTY, with its consent, through all levels of any administrative proceedings or in any court of competent jurisdiction without any cost to the COUNTY. Upon any final adjudication, or upon any settlement agreed to between the SUBRECIPIENT and the Federal agency, the SUBRECIPIENT shall promptly pay any funds found due and owing.
- C. As long as the COUNTY is not in jeopardy of losing any other Federal funding, of any kind or description, as a result of the alleged breach, the SUBRECIPIENT shall have complete right to settle or compromise any claim and to pay any judgment to the federal government, so long as COUNTY is indemnified.
- D. If the COUNTY has lost or been prevented from receiving any federal funds, other than the funds for the PROJECT, as a result of any alleged violation subject to the remedy provisions hereof, the SUBRECIPIENT shall repay, upon demand by the COUNTY, such amount of HOME funding due, as a result of the alleged breach, and the SUBRECIPIENT may then pursue any remedy it may have in an appropriate forum in its own name or in the name of the COUNTY, subject to approval by the State's Attorney's Office, whichever is applicable.
- E. To the fullest extent allowed by law, the SUBRECIPIENT shall assume the defense of and shall pay, indemnify, and hold harmless COUNTY, its designees, and its employees from all suits, actions, claims, mechanics' liens, demands, damages, losses, expenses, and costs of every kind and description to which the COUNTY, its designees, and its employees may be subject by reason of any act or omission of SUBRECIPIENT, its agents or employees, in undertaking and performing under this AGREEMENT. All litigation activity is subject to approval by the State's Attorney's Office. The SUBRECIPIENT does not hereby waive any defenses or immunity available to it with respect to third parties.

XI. MISCELLANEOUS PROVISIONS

- A. AMENDMENTS – Any proposed change in this AGREEMENT shall be submitted to the other party for prior approval. No modifications, additions, deletions, or the like, to this AGREEMENT shall be effective unless and until such changes are executed in writing by the authorized officers of each party. SUBRECIPIENT acknowledges that HUD may from time to time issue updated guidance regarding the HOME program that may require amendment of this AGREEMENT and agrees to cooperate with COUNTY in making such amendment.
- B. SUBJECT TO FINANCIAL ASSISTANCE AGREEMENT - This AGREEMENT is made

subject to financial assistance agreements between the COUNTY and the United States Department of Housing and Urban Development, with the rights and remedies of the parties hereto being in accordance with this AGREEMENT.

- C. ASSIGNMENT - SUBRECIPIENT shall not assign this AGREEMENT or any part thereof, nor shall SUBRECIPIENT transfer or assign any property or assets acquired using HOME funding or claims due or to become due hereunder, without the written approval of the COUNTY having first been obtained. The contracting or subcontracting of construction work on the PROPERTIES does not constitute an assignment.
- D. ATTORNEY'S OPINION - SUBRECIPIENT shall provide an opinion of its attorney, in a form reasonably satisfactory to the State's Attorney's Office, that all steps necessary to adopt this AGREEMENT, in a manner binding upon SUBRECIPIENT, have been taken by SUBRECIPIENT.
- E. SEVERABILITY - In the event any provision of this AGREEMENT shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- F. AGREEMENT DURATION - Unless terminated by the COUNTY pursuant to the terms of this AGREEMENT, the AGREEMENT will terminate on January 13, 2027, except that the provisions related to record keeping shall survive termination and remain in effect for five (5) years from the date of completion of the PROJECT in HUD's Integrated Disbursement and Information System (IDIS).
- G. NO PARTNERSHIP – Nothing contained in this AGREEMENT, any mortgage, note or any other document or instrument related to this PROJECT shall be deemed to create a joint venture, partnership relationship, or employer/employee relationship between the COUNTY and SUBRECIPIENT. SUBRECIPIENT shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement.
- H. COUNTY shall provide, upon request, copies of all laws, regulations, statutes, orders, and OMB Circulars cited in this AGREEMENT, or internet links to such.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the dates recited below to be effective on the date executed by the COUNTY.

COUNTY OF DU PAGE, a body politic in the State of Illinois

BY:

Deborah A. Conroy,
DuPage County Board Chair

DATE:

ATTEST:

Jean Kaczmarek,
County Clerk

SUBRECIPIENT:

DUPAGE PADS, an Illinois Not-for-Profit Corporation

ADDRESS:

601 W. Liberty Dr.
Wheaton, IL 60187

BY:

April Redzic, President/CEO

DATE:

ATTEST:

Signature

Printed Name

Title

EXHIBIT A

DuPage County Tenant Based Rental Assistance Program (TBRA) – February 4, 2014

As amended: April 1, 2014

As amended: October 4, 2016

As amended: January 3, 2017

As amended: October 3, 2017

As amended: January 24, 2019

1. **Authority.**

- 24 CFR 92.205(a) Provision of tenant-based rental assistance, including security deposits (not to exceed two months' rent), is an eligible expense under the HOME program.
- 24 CFR 92.207(a)(5) Costs of administering tenant-based rental assistance program are eligible under the HOME program.
- 24 CFR 92.209 states eligible costs and requirements.

2. **Eligible Program Costs.** Rental assistance, security deposits, utility deposits, costs of inspecting the housing, costs of determining income eligibility of the family. HOME funds may provide security deposits, whether or not any other tenant-based rental assistance is provided. For the purpose of this section, "security deposit" refers to any up-front fee required by a landlord to process an application or move into a unit, including "administrative fees," "application fees," "move-in fees," or equivalent types of fees, in lieu of or in addition to a traditional "security deposit." whether or not such fee is classified as "security deposit" under any state or local statute, law, or ordinance. The total of all such fees and/or traditional "security deposit," may not exceed the equivalent of two-month's rent for the unit.

3. **Program Boundaries:** Assistance must be used within the boundaries of the DuPage HOME Consortium which as of February 2018 includes DuPage County, the Village of Downers Grove, the City of Naperville, and the City of Wheaton. However, this Consortium area may change during HUD's HOME Consortium requalification process, which occurs every three years.

4. **Tenant Selection.** All members of a family receiving assistance through TBRA must be U.S. citizens or resident aliens or meet very specific State Department exceptions. The DuPage County program will give preferences for homeless families. "Family" is defined in 24 CFR 5.403 and includes either single persons or groups of persons residing together (with or without children). Homeless shall be as defined as it is defined under the Emergency Solutions Grant (ESG) (Category 1 and Category 4) as stated below. The Continuum of Care (CoC) Coordinated Entry System (CES) prioritization list will be utilized to select tenants. The CES operates through the Homeless Management Information System (HMIS); the County will work with the CoC to provide a tenant selection process for any potential Subrecipient Agency which may be prohibited from entering clients into the HMIS. Full income eligibility intake and documentation of U.S. citizen or resident alien status must be completed before TBRA assistance is committed or given. Documentation of homeless status must also be completed if preference is being given on that basis.

ESG Definition of Homelessness: Category 1. An individual or family who lacks a fixed regular and adequate nighttime residence, meaning: (i) Individual or family has a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; (ii) Individual or family is living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); (iii) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution

Category 4. Any individual or family who is fleeing; AND has no other residence; AND no resources AND lives in an emergency shelter or other place described in Category 1 above.

Participants who are on a Housing Choice Voucher Program (HCV; formerly Section 8) wait list at entry into TBRA will be assisted by case managers to ensure they maintain their status on the wait list. The family will provide their new address to the corresponding Public Housing Authority (PHA) and continue to monitor the wait list in the event that a Housing Choice Voucher becomes available to them.

5. **Income Eligibility.** Families must be determined to be income eligible prior to receiving assistance. The “Part 5” method of income qualification will be utilized. At least two months of source documentation are required to determine income. Families’ income cannot exceed 50% of the median family income (MFI) for DuPage County, as promulgated by HUD from time to time, at initial occupancy. Income must be recertified annually if family is receiving ongoing TBRA. If a family’s income is greater than 80% MFI at any recertification, the TBRA assistance will cease.
6. **The CPD Income Eligibility** Calculator will be used to determine/verify the Annual Income and the Adjusted Gross Income for each household requesting assistance. The anticipated household income is to be projected for the coming 12-month period.
7. **Expectation of Family.** A family shall contribute 30% of its adjusted monthly income (minus utility allowance) to the rental payment commencing with month two of the lease, with a minimum tenant contribution of \$25.00 (minus utility allowance; however, negative outcome of this formula will not be refunded to the family). First month’s rent may be paid entirely through TBRA, (when that amount is within the maximum subsidy limit for that household), as families often need a month to accumulate sufficient funds to begin to meet this expectation and it would not be intent of this program to keep a family unhoused longer than necessary. If a family’s income is equal to or greater than 80% MFI at any recertification, the TBRA assistance will cease. Families must participate in a self-sufficiency program through the Subrecipient Agency handling its case. If a family fails to continue in the self-sufficiency program, their TBRA assistance will not be renewed. DuPage County will work with Subrecipient Agencies to develop a TBRA Self-Sufficiency Program plan.

8. **Program Operation.** DuPage County will operate the program through Subrecipient Agencies that are members of the DuPage CoC that have both the capacity to operate a rental program and the ability to provide the particular types of nonmandatory services that are appropriate for homeless families. The Subrecipient Agency shall make rental and security deposit payments directly to the owner of the unit on behalf of the family, in accordance with the terms of the lease, and receive reimbursement from DuPage County under the terms of its subrecipient agreement. Each lease must be held in the name of the tenant, but the subrecipient agency must also have an agreement for rental assistance with the owner. The term of the initial rental assistance contract will be for twelve (12) months, but may be renewed, subject to the availability of HOME funds and continuing eligibility. The term of the contract must begin on the first day of the term of the lease and terminate upon termination of the lease. If a tenant receives notice of the availability of a HCV, the Subrecipient Agency will work with the Landlord to transition the lease agreement from a TBRA contract to a DuPage Housing Authority (DHA) Housing Assistance Payment (HAP) contract.
9. **Leases and Rents.** Leases entered into by TBRA assisted families must comply with the tenant protection requirements of the HOME program and must be approved by DuPage County. Leases will be reviewed using the TBRA Lease Requirements form in compliance with 24 CFR 92.253. Rents must be reasonable, based on rents charged for comparable unassisted rental units and may not exceed the standard set by the DuPage Housing Authority for its Housing Choice Voucher Program, based on number of bedrooms. However, up to 110% of the rent standard may be applied for 20% of the program participants when a Request for Unit Specific Rent Payment Standard is approved by DuPage County. The general occupancy standard for DHA HCV is one bedroom for the head of household and 2 persons per bedroom after that. This may be varied by DuPage County with specific request by the Subrecipient Agency.

Maximum Subsidy. The amount of the monthly assistance that may be paid on behalf of a family may not exceed the difference between the Small Area Fair Market Rent Standard (SAFMRS) for the unit size as established by HUD and adopted by DuPage Housing Authority, and 30% of the family's monthly adjusted income. The CPD Income Calculator Rental Assistance Calculation Rental Voucher Model will be used to determine/verify the maximum subsidy and 30% of the family's monthly adjusted income. Note: the tenant payment may exceed 30% of the family's monthly adjusted income depending on the unit selection, though the maximum subsidy remains as calculated according to the formula.
10. **Housing Standards.** Requirements of 24 CFR 982.401 apply. Unit must pass a Housing Quality Standards (HQS) inspection at initial inspection and annual reinspection for units where family continues to receive ongoing TBRA. Should a client issue a complaint that local codes/HQS are not being met, the Subrecipient Agency will advocate for the client and if necessary, request DuPage County to re-inspect the unit.
11. **Subrecipient Agencies.** Any agency that is a member of the DuPage CoC that is currently receiving CDBG or ESG funds through DuPage Community Development Commission may apply to participate as a Subrecipient Agency under the DuPage County TBRA program. Acceptance into the program will be based on the agency's ability to demonstrate through its completion of an application process that it can provide the types of nonmandatory services that are appropriate for homeless families, will abide by the terms of the DuPage County TBRA Self-

Sufficiency Program, has the capacity to hold clients accountable to the terms of the DuPage County TBRA Self-Sufficiency Program, and has the capacity to operate a rental program (including financial capacity). Approval to participate does not guarantee that there will be sufficient funding available to operate the TBRA program through multiple agencies. If a family selected from the wait list already has case management or services history with a Subrecipient Agency under the DuPage County TBRA program, management of that family's case will be handled by that agency.

12. **Denial and/or Termination Process:** All assistance provided under TBRA is subject to eligibility requirements and program guidelines. Final decisions regarding admittance into the program or non-continuation will be relayed in writing, to the household, by the Subrecipient Agency. The Subrecipient Agency will provide, when appropriate, referrals and resources.

A formal separation process will, at a minimum, consist of the following:

- Written notice which includes date of termination, reason for termination, opportunity for appeal, and, if appropriate, any helpful resources to assist the participating household to maintain housing stability.
- Opportunity to appeal – Participating households which are selected for non-continuation are entitled to request a review of the decision by the Subrecipient Agency with the opportunity to present oral or written objections before a person other than the person (or a subordinate of the person) who made or approved the termination decision. Final decisions regarding the appeal will be provided promptly in writing.

13. **HMIS.** Subrecipient Agencies will report in accordance with the terms of the Subrecipient Agreement. This will include reporting required in the HMIS, unless the Subrecipient Agency is prohibited from entering clients into HMIS (e.g. agencies whose primary mission is to serve victims of domestic violence) and maintains an equivalent database that will be able to meet any HUD required reporting standards.

EXHIBIT B

DuPage County

Tenant Based Rental Assistance (TBRA)

Self-Sufficiency Program

Introduction

The goal of TBRA Program is provide rental assistance, security deposits and supportive services to assist homeless individuals and families in achieving self-sufficiency (herein referred to as “Participant(s)”). TBRA Program rental assistance will be provided with funds received by DuPage County (“County”) under the HOME Investment Partnerships Program (HOME) through the U.S. Department of Housing and Urban Development (“HUD”). TBRA funds and program policies will be administered through agencies that have entered into a Subrecipient Agreement with County (each referred to as “Agency”). . Each subrecipient agency administering the TBRA funds will develop a self-sufficiency program plan for each client receiving TBRA assistance to provide the greatest possible support for TBRA participants’ success.

Case Management

Agency Case Managers will take the lead in working with participants. The purpose of case management will be to assist participants in enrolling in mainstream benefits and to engage participants in eviction prevention strategies and may include, but not be limited to:

- Assessment of participant’s health, welfare, education, employment and, if applicable, children’s needs
- Determination of individual goals
- Development of an individualized action plan to help the participant meet his or her needs, solve problems or achieve goals
- Provision of support in-house or referral to community resources and services to achieve objective in the action plan
- Ongoing interaction with the participant and outside resources in the coordination of action plan activities
- Periodic re-evaluation of the participants’ needs and goals and modification of action plan to respond to the current situation
- Advocacy to help the participant obtain services or benefits to which they are entitled
- Intervention during a crisis (i.e., job loss, substance abuse, family violence) to prevent a problem from escalating
- Empowerment of the participant by help them improve coping skills and increase knowledge of community resources and how to use them
- Follow-up to ensure that the participant continues to progress toward meeting needs, solving problems or achieving goals that were identified

Agency Case Managers will assist participants with the TBRA Program application and required documentation to determine income eligibility for the program. The Case Manager, with participant

cooperation and input, will develop a Self-Sufficiency Program plan. The Plan will explicitly outline the goals of the Participant, the immediate and measurable steps to be taken, by whom and in what time frame and the role of the Case Manager in attaining these goals. To ensure that Plans are useful, the Participant will actively participate in the development of the Plan including meeting with a Case Manager, if required under the terms of that Participant's plan.

Independent Living and Employment Skills Training

Participants must be engaged in learning the skills they need to live independently. Each Participant's Plan will include independent living and employment skills training, based on Participant's needs. Such training may include, but not be limited to:

- Housekeeping
- Fire prevention and safety
- Money management
- Household management
- Landlord/tenant issues
- Food and nutrition
- Basic home repair
- How to access social services
- Parenting
- Employment readiness

Only Participant(s) who have fulfilled their obligations under the individual Self-Sufficiency Program plan, who continue to be income eligible for the program, and who have fulfilled their obligations under the TBRA Tenant Agreement will be eligible to apply for recertification and renewal of assistance after the termination of the initial or current period of assistance.

Reporting

As part of periodic outcomes reporting, Agency Case Managers will submit compliance documentation to DuPage County, in the monthly progress reports. Agencies will indicate which Participants are ***compliant*** with Self-Sufficiency Program plans after sixty days of assistance and ninety days prior to the expiration of the Participant's lease. Changes in household income, household composition, or indicators of housing instability may result in DuPage County requesting additional reporting documentation.

Updated: February 2019

EXHIBIT C

2025 DHA Maximum Voucher Allowance – Effective 01/01/2025 (Payment Standards)

Source: <https://www.dupagehousing.org/dupage-payment-standards>

ZipCode - 60101

Town - Addison

DHA Studio - \$1,310

DHA 1 Bedroom - \$1,400

DHA 2 Bedroom - \$1,580

DHA 3 Bedroom - \$2,030

DHA 4 Bedroom - \$2,380

DHA 5 Bedroom - \$2,737

DHA 6 Bedroom - \$3,094

ZipCode - 60502

Town - Aurora

DHA Studio - \$1,980

DHA 1 Bedroom - \$2,120

DHA 2 Bedroom - \$2,390

DHA 3 Bedroom - \$3,070

DHA 4 Bedroom - \$3,610

DHA 5 Bedroom - \$4,152

DHA 6 Bedroom - \$4,693

ZipCode - 60504

Town - Aurora

DHA Studio - \$2,145

DHA 1 Bedroom - \$2,310

DHA 2 Bedroom - \$2,640

DHA 3 Bedroom - \$3,366

DHA 4 Bedroom - \$3,971

DHA 5 Bedroom - \$4,567

DHA 6 Bedroom - \$5,162

ZipCode - 60103

Town - Bartlett

DHA Studio - \$1,940

DHA 1 Bedroom - \$2,070

DHA 2 Bedroom - \$2,340

DHA 3 Bedroom - \$3,010

DHA 4 Bedroom - \$3,530

DHA 5 Bedroom - \$4,060

DHA 6 Bedroom - \$4,589

ZipCode - 60106

Town - Bensenville

DHA Studio - \$1,400

DHA 1 Bedroom - \$1,500

DHA 2 Bedroom - \$1,690

DHA 3 Bedroom - \$2,170

DHA 4 Bedroom - \$2,550

DHA 5 Bedroom - \$2,933

DHA 6 Bedroom - \$3,315

ZipCode - 60108

Town - Bloomingdale

DHA Studio - \$1,660

DHA 1 Bedroom - \$1,780

DHA 2 Bedroom - \$2,010

DHA 3 Bedroom - \$2,580

DHA 4 Bedroom - \$3,030

DHA 5 Bedroom - \$3,485

DHA 6 Bedroom - \$3,939

ZipCode - 60188

Town - Carol Stream

DHA Studio - \$1,560

DHA 1 Bedroom - \$1,670

DHA 2 Bedroom - \$1,880

DHA 3 Bedroom - \$2,410

DHA 4 Bedroom - \$2,840

DHA 5 Bedroom - \$3,266

DHA 6 Bedroom - \$3,692

ZipCode - 60514

Town - Clarendon Hills

DHA Studio - \$1,240

DHA 1 Bedroom - \$1,330

DHA 2 Bedroom - \$1,500

DHA 3 Bedroom - \$1,930

DHA 4 Bedroom - \$2,260

DHA 5 Bedroom - \$2,599

DHA 6 Bedroom - \$2,938

ZipCode - 60561

Town - Darien

DHA Studio - \$1,830

DHA 1 Bedroom - \$1,960

DHA 2 Bedroom - \$2,210

DHA 3 Bedroom - \$2,840

DHA 4 Bedroom - \$3,330

DHA 5 Bedroom - \$3,830

DHA 6 Bedroom - \$4,329

2025 DHA Maximum Voucher Allowance – Effective 01/01/2025 (Payment Standards)

Source: <https://www.dupagehousing.org/dupage-payment-standards>

ZipCode - 60515

Town - Downers Grove
DHA Studio - \$1,720
DHA 1 Bedroom - \$1,840
DHA 2 Bedroom - \$2,080
DHA 3 Bedroom - \$2,670
DHA 4 Bedroom - \$3,140
DHA 5 Bedroom - \$3,611
DHA 6 Bedroom - \$4,082

ZipCode - 60137

Town - Glen Ellyn
DHA Studio - \$1,340
DHA 1 Bedroom - \$1,430
DHA 2 Bedroom - \$1,620
DHA 3 Bedroom - \$2,080
DHA 4 Bedroom - \$2,440
DHA 5 Bedroom - \$2,806
DHA 6 Bedroom - \$3,172

ZipCode - 60133

Town - Hanover Park
DHA Studio - \$1,590
DHA 1 Bedroom - \$1,700
DHA 2 Bedroom - \$1,920
DHA 3 Bedroom - \$2,470
DHA 4 Bedroom - \$2,900
DHA 5 Bedroom - \$3,335
DHA 6 Bedroom - \$3,770

ZipCode - 60143

Town - Itasca
DHA Studio - \$1,680
DHA 1 Bedroom - \$1,800
DHA 2 Bedroom - \$2,030
DHA 3 Bedroom - \$2,610
DHA 4 Bedroom - \$3,060
DHA 5 Bedroom - \$3,519
DHA 6 Bedroom - \$3,978

ZipCode - 60516

Town - Downers Grove
DHA Studio - \$1,710
DHA 1 Bedroom - \$1,830
DHA 2 Bedroom - \$2,070
DHA 3 Bedroom - \$2,660
DHA 4 Bedroom - \$3,120
DHA 5 Bedroom - \$3,588
DHA 6 Bedroom - \$4,056

ZipCode - 60138

Town - Glen Ellyn
DHA Studio - \$1,650
DHA 1 Bedroom - \$1,760
DHA 2 Bedroom - \$1,990
DHA 3 Bedroom - \$2,560
DHA 4 Bedroom - \$3,000
DHA 5 Bedroom - \$3,450
DHA 6 Bedroom - \$3,900

ZipCode - 60521

Town - Hinsdale
DHA Studio - \$2,110
DHA 1 Bedroom - \$2,260
DHA 2 Bedroom - \$2,570
DHA 3 Bedroom - \$3,280
DHA 4 Bedroom - \$3,870
DHA 5 Bedroom - \$4,451
DHA 6 Bedroom - \$5,031

ZipCode - 60439

Town - Lemont/Woodridge/Willow Springs
DHA Studio - \$1,360
DHA 1 Bedroom - \$1,450
DHA 2 Bedroom - \$1,640
DHA 3 Bedroom - \$2,110
DHA 4 Bedroom - \$2,470
DHA 5 Bedroom - \$2,841
DHA 6 Bedroom - \$3,211

ZipCode - 60126

Town - Elmhurst
DHA Studio - \$1,910
DHA 1 Bedroom - \$2,050
DHA 2 Bedroom - \$2,310
DHA 3 Bedroom - \$2,970
DHA 4 Bedroom - \$3,490
DHA 5 Bedroom - \$4,014
DHA 6 Bedroom - \$4,537

ZipCode - 60139

Town - Glendale Heights
DHA Studio - \$1,660
DHA 1 Bedroom - \$1,780
DHA 2 Bedroom - \$2,010
DHA 3 Bedroom - \$2,580
DHA 4 Bedroom - \$3,030
DHA 5 Bedroom - \$3,485
DHA 6 Bedroom - \$3,939

ZipCode - 60522

Town - Hinsdale
DHA Studio - \$1,650
DHA 1 Bedroom - \$1,760
DHA 2 Bedroom - \$1,990
DHA 3 Bedroom - \$2,560
DHA 4 Bedroom - \$3,000
DHA 5 Bedroom - \$3,450
DHA 6 Bedroom - \$3,900

2025 DHA Maximum Voucher Allowance – Effective 01/01/2025 (Payment Standards)Source: <https://www.dupagehousing.org/dupage-payment-standards>**ZipCode - 60532**

Town - Lisle

DHA Studio - \$1,710

DHA 1 Bedroom - \$1,840

DHA 2 Bedroom - \$2,090

DHA 3 Bedroom - \$2,660

DHA 4 Bedroom - \$3,150

DHA 5 Bedroom - \$3,623

DHA 6 Bedroom - \$4,095

ZipCode - 60540

Town - Naperville

DHA Studio - \$1,860

DHA 1 Bedroom - \$1,990

DHA 2 Bedroom - \$2,250

DHA 3 Bedroom - \$2,890

DHA 4 Bedroom - \$3,390

DHA 5 Bedroom - \$3,899

DHA 6 Bedroom - \$4,407

ZipCode - 60565

Town - Naperville

DHA Studio - \$1,860

DHA 1 Bedroom - \$1,990

DHA 2 Bedroom - \$2,250

DHA 3 Bedroom - \$2,890

DHA 4 Bedroom - \$3,390

DHA 5 Bedroom - \$3,899

DHA 6 Bedroom - \$4,407

ZipCode - 60523

Town - Oak Brook

DHA Studio - \$900

DHA 1 Bedroom - \$970

DHA 2 Bedroom - \$1,090

DHA 3 Bedroom - \$1,400

DHA 4 Bedroom - \$1,640

DHA 5 Bedroom - \$1,886

DHA 6 Bedroom - \$2,132

ZipCode - 60148

Town - Lombard

DHA Studio - \$1,780

DHA 1 Bedroom - \$1,900

DHA 2 Bedroom - \$2,150

DHA 3 Bedroom - \$2,760

DHA 4 Bedroom - \$3,240

DHA 5 Bedroom - \$3,726

DHA 6 Bedroom - \$4,212

ZipCode - 60563

Town - Naperville

DHA Studio - \$2,000

DHA 1 Bedroom - \$2,130

DHA 2 Bedroom - \$2,410

DHA 3 Bedroom - \$3,100

DHA 4 Bedroom - \$3,640

DHA 5 Bedroom - \$4,186

DHA 6 Bedroom - \$4,732

ZipCode - 60566

Town - Naperville

DHA Studio - \$1,650

DHA 1 Bedroom - \$1,760

DHA 2 Bedroom - \$1,990

DHA 3 Bedroom - \$2,560

DHA 4 Bedroom - \$3,000

DHA 5 Bedroom - \$3,450

DHA 6 Bedroom - \$3,900

ZipCode - 60172

Town - Roselle

DHA Studio - \$1,700

DHA 1 Bedroom - \$1,820

DHA 2 Bedroom - \$2,060

DHA 3 Bedroom - \$2,630

DHA 4 Bedroom - \$3,100

DHA 5 Bedroom - \$3,565

DHA 6 Bedroom - \$4,030

ZipCode - 60157

Town - Medinah/Bloomingtondale

DHA Studio - \$1,690

DHA 1 Bedroom - \$1,810

DHA 2 Bedroom - \$2,040

DHA 3 Bedroom - \$2,620

DHA 4 Bedroom - \$3,070

DHA 5 Bedroom - \$3,531

DHA 6 Bedroom - \$3,991

ZipCode - 60564

Town - Naperville

DHA Studio - \$2,190

DHA 1 Bedroom - \$2,340

DHA 2 Bedroom - \$2,640

DHA 3 Bedroom - \$3,390

DHA 4 Bedroom - \$3,980

DHA 5 Bedroom - \$4,577

DHA 6 Bedroom - \$5,174

ZipCode - 60567

Town - Naperville

DHA Studio - \$1,610

DHA 1 Bedroom - \$1,720

DHA 2 Bedroom - \$1,940

DHA 3 Bedroom - \$2,490

DHA 4 Bedroom - \$2,930

DHA 5 Bedroom - \$3,370

DHA 6 Bedroom - \$3,809

ZipCode - 60181

Town - Villa Park/Oak Brook Terrace

DHA Studio - \$1,630

DHA 1 Bedroom - \$1,740

DHA 2 Bedroom - \$1,970

DHA 3 Bedroom - \$2,530

DHA 4 Bedroom - \$2,970

DHA 5 Bedroom - \$3,416

DHA 6 Bedroom - \$3,861

2025 DHA Maximum Voucher Allowance – Effective 01/01/2025 (Payment Standards)

Source: <https://www.dupagehousing.org/dupage-payment-standards>

ZipCode - 60555

Town - Warrenville
DHA Studio - \$1,790
DHA 1 Bedroom - \$1,910
DHA 2 Bedroom - \$2,160
DHA 3 Bedroom - \$2,770
DHA 4 Bedroom - \$3,260
DHA 5 Bedroom - \$3,749
DHA 6 Bedroom - \$4,238

ZipCode - 60559

Town - Westmont
DHA Studio - \$1,520
DHA 1 Bedroom - \$1,630
DHA 2 Bedroom - \$1,840
DHA 3 Bedroom - \$2,360
DHA 4 Bedroom - \$2,780
DHA 5 Bedroom - \$3,197
DHA 6 Bedroom - \$3,614

ZipCode - 60527

Town - Willowbrook/Burr Ridge
DHA Studio - \$1,770
DHA 1 Bedroom - \$1,910
DHA 2 Bedroom - \$2,170
DHA 3 Bedroom - \$2,760
DHA 4 Bedroom - \$3,270
DHA 5 Bedroom - \$3,761
DHA 6 Bedroom - \$4,251

ZipCode - 60517

Town - Woodridge
DHA Studio - \$1,690
DHA 1 Bedroom - \$1,820
DHA 2 Bedroom - \$2,070
DHA 3 Bedroom - \$2,640
DHA 4 Bedroom - \$3,120
DHA 5 Bedroom - \$3,588
DHA 6 Bedroom - \$4,056

ZipCode - 60185

Town - West Chicago
DHA Studio - \$1,430
DHA 1 Bedroom - \$1,530
DHA 2 Bedroom - \$1,730
DHA 3 Bedroom - \$2,220
DHA 4 Bedroom - \$2,610
DHA 5 Bedroom - \$3,002
DHA 6 Bedroom - \$3,393

ZipCode - 60187

Town - Wheaton
DHA Studio - \$1,760
DHA 1 Bedroom - \$1,890
DHA 2 Bedroom - \$2,130
DHA 3 Bedroom - \$2,740
DHA 4 Bedroom - \$3,210
DHA 5 Bedroom - \$3,692
DHA 6 Bedroom - \$4,173

ZipCode - 60190

Town - Winfield
DHA Studio - \$2,100
DHA 1 Bedroom - \$2,260
DHA 2 Bedroom - \$2,570
DHA 3 Bedroom - \$3,270
DHA 4 Bedroom - \$3,870
DHA 5 Bedroom - \$4,451
DHA 6 Bedroom - \$5,031

ZipCode - 60186

Town - West Chicago
DHA Studio - \$1,650
DHA 1 Bedroom - \$1,760
DHA 2 Bedroom - \$1,990
DHA 3 Bedroom - \$2,560
DHA 4 Bedroom - \$3,000
DHA 5 Bedroom - \$3,450
DHA 6 Bedroom - \$3,900

ZipCode - 60189

Town - Wheaton
DHA Studio - \$1,790
DHA 1 Bedroom - \$1,910
DHA 2 Bedroom - \$2,160
DHA 3 Bedroom - \$2,770
DHA 4 Bedroom - \$3,260
DHA 5 Bedroom - \$3,749
DHA 6 Bedroom - \$4,238

ZipCode - 60191

Town - Wood Dale
DHA Studio - \$1,730
DHA 1 Bedroom - \$1,850
DHA 2 Bedroom - \$2,090
DHA 3 Bedroom - \$2,680
DHA 4 Bedroom - \$3,150
DHA 5 Bedroom - \$3,623
DHA 6 Bedroom - \$4,095

EXHIBIT D



DuPage Housing Authority
711 E Roosevelt Rd, Wheaton, IL 60187 PH:
630.690.3555 FAX: 630.690.0702
www.dupagehousing.org

Kendall Housing Authority
811 W John St., Yorkville, IL
60560 PH: 630.593.8218 FAX:
331.207.8923
www.kendallhousing.org



DUPAGE HOUSING AUTHORITY 2025 UTILITY ALLOWANCE SCHEDULE

EFFECTIVE JANUARY 1, 2025

	0 BR	1	2 BR	3 BR	4 BR	5	6 BR
<u>ELECTRIC</u>							
Lights, etc. (Other Electric)							
(Includes Monthly Electric Fee)							
Apartments/ Townhouse/ Rowhouse / High-Rise	\$35	\$39	\$47	\$55	\$64	\$72	\$77
House (Single Family Detached)	\$44	\$49	\$61	\$73	\$86	\$98	\$105
Cooking - All Unit Types	\$5	\$6	\$8	\$11	\$13	\$16	\$17
Water Heating							
Apartments/ Townhouse/ Rowhouse / High-Rise	\$13	\$15	\$19	\$23	\$28	\$32	\$34
House (Single Family Detached)	\$16	\$19	\$24	\$29	\$34	\$40	\$43
Heating							
Apartments/ Townhouse/ Rowhouse/ High-Rise	\$22	\$25	\$34	\$44	\$53	\$62	\$67
House (Single Family Detached)	\$51	\$60	\$70	\$80	\$91	\$101	\$109
<u>NATURAL GAS</u>							
Cooking - All Unit Types	\$2	\$2	\$3	\$3	\$5	\$5	\$6
Water Heating							
Apartments/ Townhouse/ Rowhouse / High-Rise	\$4	\$5	\$7	\$9	\$11	\$13	\$15
House (Single Family Detached)	\$5	\$6	\$9	\$11	\$14	\$16	\$17
Heating							
Apartments/ Townhouse/ Rowhouse/ High-Rise	\$15	\$18	\$21	\$24	\$27	\$30	\$33
House (Single Family Detached)	\$22	\$26	\$30	\$34	\$39	\$43	\$47
Monthly Gas Fee - All Unit Types	\$22	\$22	\$22	\$22	\$22	\$22	\$22
<u>MISCELLANEOUS</u>							
Water - All Unit Types	\$41	\$63	\$79	\$95	\$111	\$127	\$138
Sewer - All Unit Types	\$28	\$24	\$33	\$43	\$52	\$62	\$68
Trash - All Unit Types	\$14	\$24	\$24	\$24	\$24	\$24	\$24
Refrigerator - All Unit Types	\$12	\$12	\$12	\$12	\$12	\$12	\$12
Range - All Unit Types	\$11	\$11	\$11	\$11	\$11	\$11	\$11
Air Conditioning							
Apartments/ Townhouse/ Rowhouse / High-Rise	\$3	\$4	\$5	\$7	\$9	\$10	\$11
House (Single Family Detached)	\$3	\$3	\$7	\$11	\$14	\$18	\$20
TOTAL ALLOWANCES							

Effective January 1, 2025

Exhibit E

VIOLENCE, DATING VIOLENCE
OR STALKING

U.S. Department of Housing
and Urban Development
Office of Housing

OMB Approval No. 2502-0204
Exp. 6/30/2017

LEASE ADDENDUM

VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005

TENANT	LANDLORD	UNIT NO. & ADDRESS
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This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

Purpose of the Addendum

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

Conflicts with Other Provisions of the Lease

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

Term of the Lease Addendum

The effective date of this Lease Addendum is _____. This Lease Addendum shall continue to be in effect until the Lease is terminated.

VAWA Protections

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

Tenant

Date

Landlord

Date

Form HUD-91067
(9/2008)

Exhibit F
DUPAGE COUNTY CONSORTIUM EMERGENCY TRANSFER PLAN
FOR VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE,
SEXUAL ASSAULT, AND STALKING

DuPage County, by and through its Community Services Department, Community Development Commission (CDC) (collectively, the “County”) is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act of 1994, as amended (“VAWA”), the County allows any tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant’s current unit to another unit. VAWA protections are not limited to women. Victims cannot be discriminated against on the basis of any protected characteristic, including race, color, national origin, religion, sex (including perceived or actual sexual orientation or gender identity), familial status, disability, or age. HUD-assisted and HUD-insured housing must also be made available to all otherwise eligible individuals and families regardless of age, or actual or perceived gender identity, sexual orientation, or marital status.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance regarding safety and security. The plan is based on Federal regulations at 24 Code of Federal Regulations (CFR) part 5, subpart L, related program regulations, and the model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD). HUD is the Federal agency that oversees that relevant housing programs within the DuPage County Consortium area are in compliance with VAWA.

Relevant HUD programs for the County are: (i) the HOME Investment Partnerships (HOME) program, (ii) the Emergency Solutions Grants (ESG) program, and (iii) the Continuum of Care (CoC) program (collectively, “HUD Programs”). For purposes of this Plan, eligible housing within DuPage County, and eligible housing located within the DuPage County Consortium area, that is supported by funding provided through any of these three HUD Programs, shall be called “HUD Program-Supported Housing.”

Definitions

- **HUD Program-Supported Housing Provider** means Developer, Owner, and/or Sponsor of HOME-assisted properties, and ESG and CoC delegate agencies.
- **Eligible Person** refers to someone residing in HUD Program-Supported Housing who is a victim of domestic violence, dating violence, sexual assault, or stalking, or an affiliated individual as those terms are defined in the VAWA Implementing Regulations.
- **External Emergency Transfer** refers to an emergency relocation of a tenant to another unit where the tenant would be categorized as a new applicant; that is, the tenant must undergo an application process in order to reside in the new unit.
- **Internal Emergency Transfer** refers to an emergency relocation of a tenant to another unit where the tenant would not be categorized as a new applicant; that is, the tenant may reside in the new unit without having to undergo an application process.
- **Safe Unit** refers to a unit that the victim of VAWA violence/abuse believes is safe.
- **VAWA violence/abuse** means an incident or incidents of domestic violence, dating violence, sexual assault, or stalking, as those terms are defined in 24 CFR 5.2003 and “Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking” (Form HUD-5382).

DuPage County and the CDC are not landlords, nor do they operate any HUD Program-Supported

Housing directly. Therefore, the County will undertake the following actions under this Plan, however, nothing in this Plan is intended to supersede any eligibility or other occupancy requirements that may apply under any individual HUD Program-Supported Housing program.

This plan may be amended, from time to time, by the County.

Eligibility for Emergency Transfers

A tenant, even those not in good standing, may seek an emergency transfer to another unit if they or their household member is a victim of VAWA violence/abuse, as outlined in the *Notice of Occupancy Rights Under the Violence Against Women Act*, Form HUD-5380. This emergency transfer plan provides further information on emergency transfers, and the County must provide a copy if requested.

HUD-Program Supported Housing Providers may ask for submission of a written request for an emergency transfer, such as form HUD-5383, to certify eligibility for the emergency transfer.

A Tenant is eligible for an emergency transfer if:

1. The tenant (or their household member) is a victim of VAWA violence/abuse;
2. The tenant expressly requests the emergency transfer; **AND**
3. **EITHER**
 - a. The tenant reasonably believes that there is a threat of imminent harm from further violence, including trauma, if they (or their household member) stays in the same dwelling unit; **OR**
 - b. If the tenant (or their household member) is a victim of sexual assault, either the tenant reasonably believes that there is a threat of imminent harm from further violence, including trauma, if the tenant (or their household member) were to stay in the unit, or the sexual assault occurred on the premises and the tenant requested an emergency transfer within 90 days (including holidays and weekend days) of when that assault occurred.

The County and HUD-Program Supported Housing Providers, in response to an emergency transfer request, will not evaluate whether the tenant (Eligible Person) is in good standing with the HUD Program-Supported Housing as part of the assessment or provision of an emergency transfer. Whether or not a tenant is in good standing does not impact their ability to request an emergency transfer under VAWA.

Assisting HUD Program-Supported Housing Providers in Fulfilling Their VAWA Responsibilities

The County, through its contractual relationships with HUD Program-Supported Housing Providers, such as the Developers, Owners and/or Sponsors of HOME-assisted properties and ESG and CoC delegate agencies, will undertake to assist them in fulfilling their VAWA responsibilities generally. This will include:

- Adding requisite text concerning VAWA, including changes to tenant lease addenda and lease bifurcation text, to delegate agency agreements, HOME regulatory agreements, and the like;
- Ensuring that HUD Program-Supported Housing Providers give priority to Eligible Persons who qualify for an emergency transfer over other categories of tenants seeking transfers and individuals seeking placement on waiting lists;
- Maintaining a list of HOME-assisted units and making the list available to HUD Program-Supported Housing Providers and/or tenants requesting an emergency transfer;
- Seeking confirmation that covered housing providers have an emergency transfer plan in place, and that

they have provided all required VAWA information to all appropriate tenants and applicants; and collecting from covered housing providers all information that the County is required to collect under the implementing regulations.

To ensure that the County can meet these responsibilities, each HUD Program-Supported Housing provider must communicate with the County regarding VAWA compliance within its program. On an annual basis or when requested, typically during monitoring, HUD Program-Supported Housing providers must share the information included above, including any individualized Emergency Transfer Plan for the program, updated leasing documents, any tenant selection plan or other tenant prioritization plan, and any de-identified data regarding VAWA compliance as required under the law.

Emergency Transfer Policies

The County requires HUD Program-Supported Housing Providers to act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit.

When the HUD Program-Supported Housing provider reviews the Eligible Person's transfer request, it will inquire and document where the Eligible Person believes it would be reasonable and safe to transfer to.

Upon receipt of an Eligible Person's full request to emergency transfer, absent any conflicting or missing information, the HUD Program-Supported Housing provider will approve or disapprove the Eligible Person's request within five business days.

Upon approving a request for emergency transfer, the HUD Program-Supported Housing provider will attempt to identify an alternative dwelling unit or placement, exhausting all resources available. The HUD Program-Supported Housing provider will confirm whether it has available internal units (utilizing the resources available through the current program or other programs that are County-funded within its housing portfolio) within five business days and communicate with the Eligible Person to determine if any of the available units are safe and reasonable to move to. If the unit is a safe unit for the Eligible Person, the HUD Program-Supported Housing provider will coordinate with its staff and the Eligible Person to coordinate the emergency transfer. If a HUD Program-Supported Housing provider identifies an available unit and the Eligible Person believes that unit would not be safe, they may request a transfer to a different unit.

To request an emergency transfer, the Eligible Person should follow the procedures listed for the particular HUD Program that provides the Eligible Person's housing. Information specific to each program should also be listed in the Eligible Person's lease and/or notice for reference. Please also see the Emergency Transfer Request Documentation section below.

An Eligible Person who requests an emergency transfer due to VAWA violence/abuse is considered a high-priority transfer and HUD Program-Supported Housing providers should make all attempts to expedite the move process. Eligible Persons who qualify for an emergency transfer under VAWA will be given priority over other categories of tenants seeking transfers and individuals seeking placement on waiting lists. HUD Program-Supported Housing providers should update their Tenant Selection Plans and other property-specific documents to be consistent with this definition and process for an internal transfer.

HUD Program-Supported Housing providers should provide copies of the document(s) that identify the

positions responsible for reviewing and approving emergency transfer requests, facilitating the emergency transfer process, and ensuring that VAWA requests are kept confidential and separate from main tenant files. HUD Program-Supported Housing providers should also be sure to account for staff turnover and rule changes by providing regular updates to tenants when the above positions change. HUD Program-Supported Housing providers will update these documents with the County annually, or whenever the position or policies surrounding emergency transfers changes.

Internal Transfers – When a Safe Unit is Immediately Available

If an Eligible Person requests an internal transfer, defined in this Plan as a transfer to any available and appropriate unit that the Eligible Person identifies as safe within the HUD Program-Supported Housing provider's property portfolio, the HUD Program-Supported Housing provider will facilitate the provision of VAWA protections for the Eligible Person as set out in the program-specific regulations below.

The County directs HUD Program-Supported Housing providers to treat emergency transfers within its housing portfolio, or another unit funded by the HUD Program-Supported Housing, as an internal transfer, where an Eligible Person will not be treated as a new applicant and will follow the timeline and procedures identified within this Plan. Even for these internal transfers, an Eligible Person may need to complete a housing application, sign a new lease, or complete other essential documentation to relocate to a new unit. However, they will not be treated as a new applicant, have to undergo an application process, and/or be added to a waitlist.

Internal Transfers – When a Safe Unit is Not Immediately Available

If an Eligible Person requests an internal transfer, defined in this Plan as a transfer to any available and appropriate unit that the Eligible Person identifies as safe within the HUD Program-Supported Housing provider's property portfolio, but the HUD Program-Supported Housing Provider does not have a safe unit available, the HUD Program-Supported Housing Provider shall give the Eligible Person priority over all others when the next unit becomes available. The HUD Program-Supported Housing Provider shall notify the County that no internal emergency transfer is available.

If the Eligible Person wishes to move forward with an external transfer in lieu of waiting for the next available unit to become available for an internal transfer, the HUD Program-Supported Housing Provider will support an external transfer for the Eligible Person, as outline below under "External Transfers".

The County recognizes an Eligible Person's right to choose a unit that is safe to them. The County is aware that nothing precludes an Eligible Person from seeking an internal emergency transfer and an external emergency transfer concurrently if a safe unit is not immediately available.

External Transfers

If the HUD Program-Supported Housing provider cannot transfer an Eligible Person within their property portfolio within a reasonable timeframe, or the available unit is not deemed safe by the Eligible Person, it will support the Eligible Person in connecting with an external transfer, as described within the procedures herein. HUD Program-Supported Housing providers will not penalize an Eligible Person requiring an external emergency transfer with any unlawful fees or penalties in relation to their required move and will comply with all federal, state, and local protections for survivors of VAWA violence/abuse, including the Illinois Safe Homes Act, the Fair Housing Act, and the Illinois Human Rights Act.

For external transfers, the HUD Program-Supported Housing provider cannot guarantee the timeframe in

which a new unit will be available beyond the Emergency Transfer Plan's requirement that the HUD Program-Supported Housing provider attempt to identify a new unit as quickly as possible. However, the HUD Program-Supported Housing provider should respond to the transfer request within five business days to update the Eligible Person on the process and anticipated time frame.

HUD Program-Supported Housing Provider's will provide Eligible Person's with referrals to community partners and assist in identifying external affordable housing options, which may be done, in part, through utilization of the County's 211 system. Outreach will also be made to Family Shelter Services of Metropolitan Family Services DuPage and other organizations aiding victims of domestic violence, dating violence, sexual assault, or stalking.

VAWA provisions do not supersede eligibility or other occupancy requirements that may apply under a covered housing program. HUD Program-Supported Housing Providers may be unable to transfer a tenant to a particular unit if the tenant cannot establish eligibility for that unit.

**Emergency Transfer Plan Procedures for each HUD Program-Supported Housing Program
*HOME Investment Partnerships (HOME) Program:***

If an Eligible Person in a HOME-assisted unit seeks VAWA protections under 24 CFR § 92.359, the request may be made through the Eligible Person's housing or facility owner, or manager. The owner of HOME-assisted rental housing must provide the Notice of Occupancy Rights under the Violence Against Women Act (Form HUD-5380) and HUD approved certification form (Form HUD-5382) described in 24 CFR 5.2005(a) to applicants and tenants upon admission or denied admission to a HOME-assisted unit, and with any notification of eviction from a HOME-assisted unit.

DuPage County operates a HOME Tenant-Based Rental Assistance (TBRA) program through Subrecipient agencies which are also HUD Program-Supported Housing Providers. These Subrecipient HUD Program-Supported Housing Providers must similarly provide the Notice of Occupancy Rights under the Violence Against Women Act (Form HUD-5380) and HUD approved certification form (Form HUD-5382) described in 24 CFR 5.2005(a) to applicants and tenants for HOME TBRA when HOME TBRA rental assistance is approved or denied, with notification of termination of HOME TBRA, and with any notification of eviction.

These VAWA provisions do not supersede eligibility or other occupancy requirements that may apply. The HUD Program-Supported Housing Provider may be unable to transfer a tenant to a particular unit if the tenant cannot establish eligibility for that unit.

Emergency Solutions Grant (ESG) Program

If an Eligible Person in an ESG program seeks VAWA protections under 24 CFR § 576.409, the request may be made through the housing owners, or Eligible Person's ESG recipient or subrecipient administering ESG rental assistance, or HUD Program-Supported Housing Provider.

The recipient or subrecipient of ESG must provide the Notice of Occupancy Rights under the Violence Against Women Act (Form HUD-5380) and HUD approved certification form (Form HUD-5382) described in 24 CFR 5.2005(a) to applicants and tenants when denied ESG rental assistance, when an application for a unit receiving project-based rental assistance is denied, when ESG rental assistance begins to be received, upon notification of termination of ESG rental assistance, and upon notification of eviction.

As of the drafting of this Plan, the County nor its ESG subrecipient's provide ESG funding in the form of project-based rental assistance. If a tenant resides in a project-based rental assistance unit and a safe unit is not immediately available for an internal emergency transfer, the tenant shall have priority over all other applicants for tenant-based rental assistance, utility assistance, and units for which project-based rental assistance is provided.

If a household receives tenant-based rental assistance and must separate because of an emergency transfer and if the non-transferring family members were on the original lease, then they will continue to receive tenant-based rental assistance, for which they are eligible. If a household receives tenant-based rental assistance and must separate because of an emergency transfer and if the non-transferring family members were not on the original lease, then they may apply for ESG tenant-based rental assistance but will not receive any priority.

These VAWA provisions do not supersede eligibility or other occupancy requirements that may apply. The HUD Program-Supported Housing Provider may be unable to transfer a tenant to a particular unit if the tenant cannot establish eligibility for that unit.

Continuum of Care (CoC)

The CoC has adopted this DuPage County Consortium Emergency Transfer Plan, and recipients and subrecipients in the CoC must follow this plan. If an Eligible Person in a CoC program seeks VAWA protections under 24 CFR § 578.99(j), the request may be made through the owner or landlord, recipient, or subrecipient of CoC program funding.

For CoC-assisted housing arrangements, the Eligible Person or family shall have priority over all other applicants for rental assistance, transitional housing, and permanent supportive housing projects funded under the CoC program, provided that: the Eligible Person or family meets all eligibility criteria by Federal law or regulation or HUD NOFA; and the Eligible Person or family meets any additional criteria or preferences established in accordance with 24 CFR 578.93(b)(1), (4), (6), or (7). The Eligible Person or family shall not be required to meet any other eligibility criteria or preferences for the project. The Eligible Person or family shall retain their original homeless or chronically homeless status for the purposes of the transfer.

The CoC recipient must provide the Notice of Occupancy Rights under the Violence Against Women Act (Form HUD-5380) and HUD approved certification form (Form HUD-5382) to applicants and tenants upon denial of permanent or transitional housing, upon admission to permanent or transitional housing, upon notification of eviction, and upon notification of termination of assistance.

If a family who is receiving tenant-based rental assistance separates to effect an emergency transfer, the family's tenant-based rental assistance and any utility assistance shall continue for the family member(s) who are not evicted or removed. If a family living in permanent supportive housing separates and the family's eligibility for the housing was based on the evicted individual's disability or chronically homeless status, the remaining tenants may stay in the project as provided under § 578.75(j). Otherwise, if a family living in a project funded under this part separates under 24 CFR 5.2009(a), the remaining tenant(s) will be eligible to remain in the project.

These VAWA provisions do not supersede eligibility or other occupancy requirements that may apply under a covered housing program. The HUD Program-Supported Housing Provider may be unable to transfer a tenant to a particular unit if the tenant cannot establish eligibility for that unit.

Emergency Transfer Request Documentation

To request an emergency transfer, the tenant shall notify staff of their HUD Program-Supported Housing Provider, which includes staff on-site at the property. Staff shall immediately notify the Eligible Person of their right to an emergency transfer by making available a copy of the HUD-5383 *Emergency Transfer Request for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking*, in the primary language of the tenant. If the HUD Program-Supported Housing Provider does not already have documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking, the HUD Program-Supported Housing Provider may ask for this documentation in accordance with 24 CFR 5.2007. Unless the HUD Program-Supported Housing Provider receives documentation that contains conflicting information, as described in 24 CFR 5.2007(b)(2), the HUD Program-Supported Housing Provider cannot require third-party documentation to determine status as a VAWA victim for emergency transfer eligibility. The HUD Program-Supported Housing Provider will provide reasonable accommodations to this policy for individuals with disabilities.

The tenant's written request for an emergency transfer must include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence, including trauma, if the tenant (or household member) stays in the same dwelling unit; OR
2. In the case of a tenant (or household member) who is a victim of sexual assault, **either** a statement that the tenant reasonably believes there is a threat of imminent harm from further violence or trauma if the tenant (or household member stays in the same dwelling unit), **or** a statement that the sexual assault occurred on the premises and the tenant requested an emergency transfer within 90 days (including holidays and weekend days) of when the assault occurred.

Form HUD-5383 *Emergency Transfer Request for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking* may be used for making a written request for an emergency transfer.

The HUD Program-Supported Housing Provider may request, in writing, documentation of VAWA violence or abuse. It is at the discretion of the tenant what documentation to provide. The tenant shall have a minimum of 14 days to provide documentation. The HUD Program-Supported Housing Provider is in no way required to request documentation. The following are acceptable forms of documentation:

- Form HUD-5382 *Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation*, which asks your name and the perpetrator's name (if known and safe to provide);
- A document signed by a victim service provider, attorney, mental health professional, or medical professional who has helped the tenant address the VAWA violence/abuse. The professional must state "under penalty of perjury" that he/she/they believe in the occurrence of the incident of VAWA violence/abuse and that it is covered by VAWA. Both the tenant and the professional must sign the statement;
- A police, administrative, or court record (such as a protective order) that shows the tenant (or a household member) are a victim of VAWA violence/abuse; or
- If permitted by the HUD Program-Supported Housing Provider, a statement or other evidence provided by the tenant.

Priority for Transfers

Due to the urgent safety risks involved in VAWA violence/abuse, Eligible Persons who qualify for an emergency transfer under VAWA will be given priority over other categories of tenants seeking transfers and individuals seeking placement on waiting lists. These priorities are also noted above under the

Emergency Transfer Procedures section.

Confidentiality

If a tenant inquires about or requests any VAWA protections or represents that they or a household member are a victim of VAWA violence/abuse entitled to VAWA protections, the HUD Program-Supported Housing Provider and/or County must keep any information they provide concerning the VAWA violence/abuse, their request for an emergency transfer, and their or a household member's status as a victim strictly confidential. This information should be securely and separately kept from tenant files. All the information provided by or on behalf of the tenant to support an emergency transfer request, including information on the *Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking* (HUD-5382) and the *Emergency Transfer Request for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking* (HUD-5383) (collectively referred to as "Confidential Information") may only be accessed by the HUD Program-Supported Housing Provider and/or County employees or contractors if explicitly authorized by the HUD Program-Supported Housing Provider and/or County for reasons that specifically call for those individuals to have access to that information under applicable Federal, State, or local law.

Confidential information must not be entered into any shared database or disclosed to any other entity or individual, except if:

- Written permission by the victim in a time-limited release;
- Required for use in an eviction proceeding or hearing regarding termination of assistance; or
- Otherwise required by applicable law.

In addition, HUD's VAWA regulations require emergency transfer plans to provide strict confidentiality measures to ensure that the location of the victim's dwelling unit is never disclosed to a person who committed or threatened to commit the VAWA violence/abuse. Accordingly, for tenant-based subsidies provided by HUD Program-Supported Housing, providers must also maintain confidentiality and consider safety risks and concerns in communicating with landlords working with their program.

Emergency Transfer Procedure

The County and HUD Program-Supported Housing Providers cannot specify how long it will take from the time a transfer request is approved until the tenant can be placed in a new, safe unit. HUD Program-Supported Housing Providers will, however, act as quickly as possible to assist a tenant who qualifies for an emergency transfer. If a HUD Program-Supported Housing Provider identifies an available unit and the tenant believes that unit would not be safe, the tenant may request a transfer to a different unit. HUD Program-Supported Housing Providers may be unable to transfer a tenant and their household to a particular unit if the tenant and their household have not established or cannot establish eligibility for that unit.

If HUD Program-Supported Housing Providers do not have any safe and available units for which the tenant is eligible, HUD Program-Supported Housing Providers will assist the tenant in identifying other covered housing providers who may have safe and available units to which the tenant could move. At the tenant's request, HUD Program-Supported Housing Providers will also assist the tenant in contacting the local organizations offering assistance to victims of VAWA violence/abuse that are referenced in this plan.

Making the Emergency Transfer Plan Available

The County will make this Emergency Transfer Plan available upon request and publicly available as part

of the CDC's Policy Manual, which can be found on the County's website:

https://www.dupagecounty.gov/government/departments/community_services/municipalities_and_non-profits/community_development_commission/policy_groups_meetings_and_manual.php

Upon request, reasonable accommodations will be provided to ensure effective communication with individuals with disabilities. This Emergency Transfer Plan and referenced HUD forms will be made available in alternative accessible forms for persons with disabilities, upon request. VAWA forms will also be available in languages outlined in the County's Language Access Plan.

Safety and Security of Tenants

When HUD Program-Supported Housing Providers receives any inquiry or request regarding an emergency transfer, the HUD Program-Supported Housing Provider will encourage the person making the inquiry or request to take all reasonable precautions to be safe, including seeking guidance and assistance from a victim service provider. However, tenants are not required to receive guidance or assistance from a victim service provider. For additional information on VAWA and to find help in your area, visit <https://www.hud.gov/vawa>.

National Resources

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline by calling 1-800-799-SAFE (7233), via text by texting "START" to 88788, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, the National Domestic Violence Hotline can be accessed through the webpage <https://www.thehotline.org/>, via text by texting "START" to 88788, or by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's (RAINN) National Sexual Assault Hotline at 800-656-HOPE (4673), may text "HOPE" to 64673, or visit the online hotline at <https://rainn.org/help-and-healing/hotline/>.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime Victim Connect Resource Center by calling or texting 1-855-4VICTIM (855-484-2846) or by visiting the webpage at <https://victimconnect.org/>.

Local Resources

Domestic Violence – Safety Planning, Emergency Shelter, No Contact Orders, etc.
Family Shelter Service of Metropolitan Family Services DuPage
Hotline: 630-469-5650

Sexual Violence – Safety Planning, Advocacy, No Contact Orders, etc.
YWCA Metropolitan Chicago
Hotline: 888-293-2080



HS Resolution

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: HS-R-0002-26

Agenda Date: 1/6/2026

Agenda #: 6.F.

HOME INVESTMENT PARTNERSHIPS AGREEMENT
BETWEEN THE COUNTY OF DUPAGE AND
CATHOLIC CHARITIES, DIOCESE OF JOLIET, INC.
PROJECT HM25-02a - \$204,000

WHEREAS, the Illinois General Assembly has granted COUNTY authority to make all contracts and do all other acts in relation to the property and concerns of the county necessary to the exercise of its corporate powers (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1005), and to enter into agreements for the purposes of receiving funds from the United States government under the “Housing and Community Development Act of 1974”, the National Affordable Housing Act of 1990, and the Housing and Community Development Act of 1992, and COUNTY may disburse those funds and other county funds for community development and other housing program activities (Illinois Compiled Statutes, Chapter 55, paragraph 5/5 1093); and

WHEREAS, the COUNTY has applied to HUD for HOME Investment Partnerships Act funds from the United States Department of Housing and Urban Development (“HUD”) as provided by the Cranston-Gonzalez National Affordable Housing Act, as amended (Title II, Pub. L. 101-625) (“ACT”); and

WHEREAS, CATHOLIC CHARITIES, DIOCESE OF JOLIET, INC., an Illinois not-for-profit corporation, (hereinafter called “SUBRECIPIENT”), having a principal place of business at 16555 Weber Rd., Crest Hill, IL 60403 has been selected as a SUBRECIPIENT to receive a portion of COUNTY’S HOME funds to be used for eligible costs associated with Tenant Based Rental Assistance (TBRA) known as HOME project HM25-02a; and

WHEREAS, HOME funding was identified for the TBRA Program as part of the 2025 Action Plan under Resolution #HS-R-0004-25 as part of the 2025-2029 DuPage County Consolidated Plan submitted to HUD for the HOME Investment Partnerships Program under Resolution #HS-R-0004-25; and

WHEREAS, on December 2, 2025 the DuPage HOME Advisory Group and on January 6, 2026 the DuPage County Human Services Committee has recommended funding Two Hundred Four Thousand and 00/100 Dollars (\$204,000.00) for eligible costs associated with Tenant Based Rental Assistance; and

WHEREAS, an Agreement has been prepared requiring compliance with HOME requirements, and said Agreement has been approved by CATHOLIC CHARITIES, DIOCESE OF JOLIET, INC.

NOW THEREFORE BE IT RESOLVED by the County Board that said Agreement between the County of DuPage and CATHOLIC CHARITIES, DIOCESE OF JOLIET, INC.; attached hereto, is hereby approved; and

BE IT FURTHER RESOLVED, that the Chair of the DuPage County Board is authorized and directed to execute said Agreement on behalf of DuPage County and the Clerk is hereby authorized and directed to attest to such execution and affix the official seal thereto; and

BE IT FURTHER RESOLVED, that the Chair of the DuPage County Board, or their designee, is authorized and directed to execute additional documents that may be required to complete the transaction on behalf of DuPage County and the Clerk is hereby authorized and directed to attest to such execution and affix the official seal thereto; and

BE IT FURTHER RESOLVED, that the Chair of the DuPage County Board is hereby authorized to approve amendments to PROJECT HM25-02a so long as such amendments further the completion of the project and are in accordance with regulations applicable to the HOME Investment Partnerships Act and the policies of DuPage County; and

BE IT FURTHER RESOLVED that the County Clerk be directed to send certified copies of this Resolution to CATHOLIC CHARITIES, DIOCESE OF JOLIET, INC. 16555 Weber Rd., Crest Hill, IL 60403; and the Community Development Commission.

Enacted and approved this 13th day of January, 2026 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



**DUPAGE
COUNTY**

**Community
Development**
630-407-6600
Fax: 630-407-6601

Family Center
422 N. County Farm Rd.
Wheaton, IL 60187
630-407-2450
Fax: 630-407-2451

**Housing Supports
and Self-Sufficiency**
630-407-6500
Fax: 630-407-6501

Intake and Referral
630-407-6500
Fax: 630-407-6501

Senior Services
630-407-6500
Fax: 630-407-6501

COMMUNITY SERVICES

630-407-6500
Fax: 630-407-6501
csprograms@dupageco.org

www.dupageco.org/community

TO: Greg Schwarze, Chairman and Committee Members
Human Services Committee

FROM: Mary A. Keating, Director,
Department of Community Services

DATE: December 16, 2025

**SUBJECT: Catholic Charities Tenant-Based Rental Assistance Program FY2025 –
HM25-02a HOME Investment Partnerships (HOME) Program
Agreement**

On 12/02/2025, the HOME Advisory Group approved the following action.

Action Requested: The HOME Advisory Group approved this project at a conditional commitment level so that staff could prepare a HOME Investment Partnership (HOME) Program Agreement for the project. Staff recommends approval of the 2025 Program Year Agreement with Catholic Charities for project number HM25-02a, HOME Program Tenant-Based Rental Assistance (TBRA) Program in the amount of \$204,000.

Details: The TBRA provides ongoing rental assistance to eligible low-income formerly homeless clients in DuPage County. Through a collaboration with non-profit agencies and DuPage County, since 2016, DuPage County has been collaborating with non-profit agencies to provide low-income households with rental assistance to retain affordable rental housing throughout the DuPage County HOME Consortium.

Catholic Charities is requesting \$204,000.00 in HOME Investment Partnerships (HOME) Program funds to provide ongoing rental assistance to approximately 15 households annually. Catholic Charities' request is based on historic annual spending with a monthly caseload between averaging 15 households. Catholic Charities is requesting existing allocated HOME funds from Program Year 2025 to be utilized over the next 12 months, which will overlap Program Years 2025 and 2026.

Underwriting Memo – Catholic Charities, Diocese of Joliet

Tenant Based Rental Assistance Program

1. Overview

The Tenant-Based Rental Assistance (TBRA) Program provides ongoing rental assistance and case management including supportive services to eligible low-income formerly homeless clients in DuPage County. Since 2016, DuPage County has been collaborating with non-profit agencies to provide low-income households with rental assistance to retain affordable rental housing throughout the DuPage County HOME Consortium.

Catholic Charities is requesting \$204,000.00 in PY25 HOME funds to provide ongoing rental assistance to approximately 15 households annually. Each tenant receives rental assistance based on a formula resulting in the tenant paying no more than 30% of their monthly adjusted gross income. Each program participant's rent varies based on their income. In addition, a tenant may be recertified if they experience a significant increase and/or decrease in income. Catholic Charities' request is based on historic annual spending with a monthly caseload averaging 15 households. Catholic Charities is requesting existing allocated funds from Program Year 2025 to support the TBRA program over the next 12 months. The PY25 funding will serve eligible clients during program years 2025 and 2026.

2. Executive Summary

2.A Challenges / Opportunities Presented

CDC staff reviewed Catholic Charities' funding request which corresponds with the number of tenants they intend to assist over the next year, which will overlap Program Years 2025 and 2026.. Historically, Catholic Charities has been an important partner in the County's efforts to assist eligible low-income homeless clients retain affordable housing. The TBRA Program remains an important tool for low-income residents who could not otherwise afford housing within DuPage County. It is anticipated that this project will benefit 15 households over one program year, most being single with barriers to accessing housing without ongoing assistance and case management. The current rental market presents challenges for the low-income clients that the TBRA Program assists. One challenge is the increase in rental prices and simultaneous decrease in accessibility to affordable fair market units within DuPage County. It is not only difficult to find an affordable unit but to find a property manager or private landlord willing to work with clients who have barriers (i.e., poor credit, criminal history, fixed income, limited employment history, inconsistent rental history, etc.). Often, without ongoing rental assistance, these households would otherwise remain homeless, "doubled up", or rent burdened. TBRA ensures these most vulnerable clients have access to affordable housing, case management, and ongoing support as they either seek permanent affordable housing or gainful full-time employment.

2.B. Risks

Pertinent risk factors for this project are:

Market	Low There are 53 potentially eligible clients currently on a list to be assessed for TBRA as a housing intervention (<i>Coordinated Entry System clients scoring 6 – 8 via VISPDAT</i>). According to the National Low Income Housing Coalition, The State of Illinois has a shortage of 293,767 affordable rental homes and 75% of low-income tenants are cost burdened. There is a great need for assistance to help low-income clients retain affordable housing.
Subrecipient	Low Catholic Charities has been a longstanding partner in administering a variety of client-based programs. They have been operating the TBRA Program for nearly nine years.
Financing	Low Catholic Charities operates this program with HOME funds and will not exceed a client caseload that can be supported by year-over-year funds as they become available. Catholic Charities has several funding sources (federal, state, and private) which fund their staff who operate the program.
Underwriting Assumptions	Low Clients are assessed for eligibility and abide by a Self-Sufficiency plan which, in most cases, helps transition a client off assistance within 24 months.
Other	The proposed project presents a low, favorable risk profile and is recommended for approval.

3. Project Market

TBRA serves low-income formerly homeless DuPage County residents. This population includes low-income individuals and families who are currently residing in emergency shelter in DuPage County who have been prioritized for a housing intervention on the Homeless Management Information System (HMIS) Coordinated Entry System (CES). There are currently 53 clients (CES clients scoring 6 – 8 on VISPDAT) awaiting assessment for a housing intervention, which includes TBRA. Clients are contacted to complete an assessment and, if determined to meet the minimum requirements, are scheduled for an in-person appointment to complete the application process. Clients develop a Self-Sufficiency Plan (SSP) and encouraged to participate in monthly case management to meet goals outlined in the SSP. Case managers consistently engage clients with services throughout the County – money management, employment coaching, childcare assistance, etc. Clients exit the program successfully either when they obtain gainful full-time employment or permanent affordable housing (i.e., Housing Choice Voucher, subsidized senior housing, etc.).

4. Development Entity and Capacity

Catholic Charities has administered the TBRA Program since 2016 to low-income families and individuals seeking rental assistance throughout the DuPage County HOME Consortium. Catholic Charities employs a full-time Rapid Re-Housing Case Manager and Housing Navigator, as well as a full-time Emergency Services Supervisor and Community Services Director, which oversee the program administration. Funding to support the full-time case manager includes HOME TBRA funds, which may only be used for time spent determining income eligibility for

the TBRA Program, PY2025 CDBG public service funds, and United Way and DuPage Foundation funding. The full-time Housing Navigator position is also supported with PY2025 CDBG public service funding. The other two full-time staff are funded with other sources within the agency.

5. Proposed Financial Structure

Each tenant receives rental assistance based on a formula resulting in the tenant paying no more than 30% of their monthly adjusted gross income. Each program participant's rent varies based on their income. In addition, a tenant may be recertified if they experience a significant increase and/or decrease in income which can result in a fluctuation of program costs. HOME funds the reimbursement of the agency's subsidized rental assistance portion. Catholic Charities estimates serving 15 households annually which will ensure the total costs do not exceed \$204,000.00 in a 12-month period.

6. Conclusion

The proposed project meets all Notice of Funding Available (NOFA), application requirements and has a favorable risk profile. The CDC staff recommendation is that the project be approved for a total of \$204,000.00 from PY25 HOME funds.

HOME INVESTMENT PARTNERSHIPS AGREEMENT
BETWEEN THE COUNTY OF DUPAGE AND
CATHOLIC CHARITIES, DIOCESE OF JOLIET
HM25-02a - \$204,000

This AGREEMENT is entered into as of the ____ day of January, 2026 by and between the COUNTY OF DUPAGE, Illinois, a body corporate and politic of the State of Illinois with offices at 421 N. County Farm Road, Wheaton, Illinois ("COUNTY") and **CATHOLIC CHARITIES, DIOCESE OF JOLIET**, an Illinois Not-for-Profit Corporation ("SUBRECIPIENT") having a principal place of business at 16555 Weber Road, Crest Hill, IL 60403.

RECITALS

WHEREAS, the Illinois General Assembly has granted COUNTY authority to make all contracts and do all other acts in relation to the property and concerns of the COUNTY necessary to the exercise of its corporate powers (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1005), and to enter into agreements for the purposes of receiving funds from the United States government under the "Housing and Community Development Act of 1974," (Pub. L. 93 – 383, 42 U.S.C. § 5301, et seq.) and other subsequent housing acts, and may disburse those funds and other county funds for community development and other housing program activities (Illinois Compiled Statutes, Chapter 55, paragraph 5/5-1093); and

WHEREAS, the COUNTY has applied to United States Department of Housing and Urban Development ("HUD") for HOME Investment Partnerships Act (the HOME Investment Partnerships Program or "HOME") funds from HUD as provided by the Cranston-Gonzalez National Affordable Housing Act, as amended (Title II, Pub. L. 101-625) ("ACT"); and

WHEREAS, COUNTY has stated in its Consolidated Plan that it will undertake a Tenant Based Rental Assistance (TBRA) Program; and

WHEREAS, HOME Regulations allow the COUNTY to operate the TBRA Program itself or contract with another entity with capacity to operate a rental assistance program; and

WHEREAS, COUNTY has selected SUBRECIPIENT to administer a portion of the TBRA Program; and

WHEREAS, SUBRECIPIENT possesses the legal authority to execute an agreement to undertake the activity described herein and the individual signing on behalf of SUBRECIPIENT is duly authorized by SUBRECIPIENT to enter into this AGREEMENT and bind SUBRECIPIENT to its terms and conditions; and

WHEREAS, HOME funding was identified for the TBRA Program as part of the 2025 Action Plan under Resolution #HS-R-0004-25 as part of the 2025-2029 DuPage County Consolidated Plan submitted to HUD for the HOME Investment Partnerships Program under Resolution #HS-R-0004-25; and

WHEREAS, the COUNTY and SUBRECIPIENT enter into this AGREEMENT pursuant to their respective powers to enter into such agreements, as those powers are defined in the Illinois Constitution and applicable statutes.

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms and conditions

hereinafter set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

I. INCORPORATION AND CONSTRUCTION

- A. All recitals set forth above are incorporated herein and made part hereof, the same constituting the factual basis for this AGREEMENT.
- B. The section headings of the paragraphs and subparagraphs of this AGREEMENT are for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.
- C. The following exhibits are hereby incorporated into this AGREEMENT:
 - Exhibit A. DuPage County Tenant Based Rental Assistance (TBRA) Program Policy
 - Exhibit B. DuPage County TBRA Self-Sufficiency Program Plan
 - Exhibit C. Small Area Fair Market Rent (SAFMR) – DuPage Housing Authority Payment Standards
 - Exhibit D. Utility Allowance – DuPage Housing Authority Payment Standards
 - Exhibit E. VAWA Lease Addendum
 - Exhibit F. DuPage County Consortium Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking.

II. STATEMENT OF WORK AND ELIGIBILITY FACTORS

- A. **Statement of Work:** The SUBRECIPIENT, in collaboration with the COUNTY, shall utilize HOME FUNDS for eligible costs to provide tenant-based rental assistance for eligible families to reside in eligible housing in accordance with the DuPage County TBRA Program Policy, as amended from time to time, attached hereto as *Exhibit A* and incorporated herein by reference (“PROJECT”).
- B. **Eligible Costs:** SUBRECIPIENT agrees to administer the PROJECT in accordance with the HOME regulations at 24 CFR Part 92 and other applicable federal, state, and local laws, ordinances, and regulations. SUBRECIPIENT shall perform all acts with responsibility to COUNTY in the same manner as COUNTY is required to perform all acts with responsibility to the Federal Government.
 - 1. Eligible costs are the rental assistance and security deposit payments made to provide tenant-based rental assistance. Security deposits may be granted to eligible families moving into eligible housing whether or not additional TBRA rental assistance is given, up to the equivalent of two months’ rent.
 - 2. The costs of inspecting the housing and determining the income eligibility of the family are eligible as costs to be reimbursed by HOME TBRA funds.
 - 3. SUBRECIPIENT may not request disbursement of funds under this AGREEMENT until the funds are needed for payment of eligible costs. The amount of each request must be limited to eligible costs as determined by the COUNTY’S CDC.

4. SUBRECIPIENT is prohibited from charging families participating in this PROJECT fees for servicing, origination, or other fees for the costs of administering this PROJECT.
- C. **Eligible Families:** In accordance with all the specific requirements of *Exhibit A*, families
1. Must meet citizenship requirements.
 2. Will be selected off the Continuum of Care (CoC) Coordinated Entry System (CES) prioritization list maintained by the Homeless Management Information System (HMIS) and given a preference if homeless.
 3. Cannot have an income exceeding 50% of the median family income (MFI) for DuPage County, at initial occupancy, determined by the “Part 5” definition of annual income which is defined as the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period (24 CFR Part 5, et seq.). A list of the “Part 5” income "inclusions" and "exclusions" is published in the Code of Federal Regulations at 24 CFR 5.609. This list is periodically updated by HUD when changes are made to the “Part 5” definition of annual income by the United States Congress. Income must be recertified annually if family is receiving ongoing TBRA. If a family’s income is equal or greater than 80% MFI at any recertification, the TBRA assistance will cease.
 4. Must establish a self-sufficiency plan at initial lease up through SUBRECIPIENT that will meet the requirements of the DuPage County TBRA Self-Sufficiency Program Plan document attached hereto as *Exhibit B* and incorporated herein by reference.
 5. Will contribute 30% of adjusted monthly income (minus utility allowance) to the rental payment, with a minimum tenant contribution of \$25.00 (minus utility allowance; however, negative outcome of this formula will not be refunded to the family). Utility Allowances are set forth on *Exhibit D*, attached hereto and incorporated herein by reference.
 6. Must enter into a rental assistance contract with SUBRECIPIENT not to exceed 24 months, but which may be amended or renewed, subject to the availability of HOME funds and continuing eligibility of the family. The term of the rental assistance contract with the family must begin on the first day of the term of the lease or the beginning of the first month in which TBRA is provided. The term of the contract need not end on termination of the lease, but no payments may be made after termination of the lease until a family enters into a new lease.
- D. **Eligible Housing:** In accordance with the specific requirements of *Exhibit A*,
1. Must be located within the boundaries of the COUNTY HOME Consortium which, at the time of this AGREEMENT, includes property anywhere in DuPage County and the City of Naperville (even those areas outside of DuPage County), but excludes property located in the City of Aurora and the Village of Bolingbrook.
 2. Must have a written lease between the tenant and property owner that complies with the requirements of the HOME program, including but not limited to those found at 24 CFR 92.253, as amended.

3. Must have a rental assistance contract between SUBRECIPIENT, property owner, and tenant in accordance with the provisions of 24 CFR 92.209. The rental assistance contract may allow for direct payment of rent to the owner. The term of the rental assistance contract must begin on the first day of the term of the lease or the beginning of the first month in which TBRA is provided and will terminate upon termination of the lease.
4. Must be rent reasonable, based on rents charged for comparable unassisted rental units and which rent may not exceed the Small Area Fair Market Rent standard set by the DuPage Housing Authority for its Section 8 Housing Choice Voucher Program, based on number of bedrooms set forth and referenced in *Exhibit C*, as amended.
5. Must meet the property standards set forth in COUNTY'S CDC Property Standards Policy, as amended from time to time, in accordance with 24 CFR 92.251 Property standards and inspections, including but not limited to 24 CFR 5.703, and 24 CFR Part 5, Subpart G, National Standards for the Physical Inspection of Real Estate (NSPIRE), when effective. Housing must be determined to be decent, safe, sanitary, and in good repair through an on-site inspection prior to commitment of funds and annually thereafter where a family continues to receive TBRA under this AGREEMENT.
 - i. It is anticipated that COUNTY will conduct the housing inspections, but inspections may also be undertaken by public housing authority inspectors, or by an inspector of another funding source in satisfaction of requirements under 24 CFR Part 5, subpart G, National Standards for the Condition of HUD Housing, or an alternate inspection standard established by HUD through Federal Register publication.

III. AMOUNT OF HOME FUNDING; REIMBURSEMENT PROCEDURES; BUDGET

- A. HOME funds in the amount of up to ONE HUNDRED THIRTY NINE THOUSAND and 00/100 Dollars (\$139,000.00) shall be made available to SUBRECIPIENT for payment of eligible costs described in Section II. B., upon approval and adoption of this AGREEMENT by the DuPage County Board, upon receipt of HOME funds from the Department of Housing and Urban Development, and upon the receipt of documentation as described in this Section III.
- B. All claims of SUBRECIPIENT shall comply with the following requirements:
 1. Prior to committing funds for a specific family, SUBRECIPIENT shall submit to COUNTY documentation in a form proscribed by County which verifies selection and eligibility of family, eligibility of housing, and request for inspection of the housing. COUNTY shall review documentation, complete housing inspection, and notify SUBRECIPIENT of approval or non-approval.
 2. Any request for reimbursement of rents, security deposits, or time spent determining the income eligibility of the family shall be accompanied by a copy of the lease, cancelled checks, and/or timesheets.
 3. Processing of all requests for payment shall be contingent upon the submission of the required documentation to COUNTY that fully complies with all applicable Federal, state, county or local statutes, rules or regulations. COUNTY reserves the right to withhold funded amounts until all such requirements are met. To process requests for payment, COUNTY must submit such claim for payment approval at the first scheduled County

Board meeting following approval by the County Auditor, County Treasurer, and County Finance Department, noticed in accordance with the Illinois Open Meetings Act (Illinois Compiled Statutes, Chapter 5, paragraph 120).

C. The budget for the project is anticipated to be as follows:

Rents	\$172,630
Security deposits only	\$30,325
Determining income eligibility of families	\$1,045
TOTAL	\$204,000

These are estimated numbers and variations in the line items will be tracked but will not require modification to this AGREEMENT.

IV. SCHEDULE FOR COMPLETION AND TIMELINESS

A. Time is of the essence of this AGREEMENT. SUBRECIPIENT shall be responsible for meeting the completion dates for the activities listed below. If a SUBRECIPIENT does not meet a completion date, SUBRECIPIENT shall immediately submit a revised implementation schedule for approval by CDC. Failure to achieve these deadlines may result in the loss or reduction of grant funds.

<u>Activity</u>	<u>Completion Date</u>
1. 50% of funds expended	<u>07/13/2026</u>
2. 100% of funds expended	<u>01/13/2027</u>
3. Final reimbursement request received	<u>01/13/2027</u>

B. After a period of twelve (12) months from the date of this AGREEMENT, the Director may review the progress of the PROJECT. At the time of this review, if the SUBRECIPIENT has not demonstrated significant progress toward completion and, if the SUBRECIPIENT has not made substantial effort toward completion and delays are determined by COUNTY to be within the control of the SUBRECIPIENT, the Director shall recommend to the COUNTY that this AGREEMENT be terminated, and all further payments suspended, and the COUNTY shall act upon said recommendation and notify the SUBRECIPIENT of its action.

C. This AGREEMENT shall terminate in accordance with Paragraph XI. F. The HOME regulations require the following although it is not anticipated that either of the stated situation will occur, as payments under this AGREEMENT shall be made on a reimbursement basis: Upon expiration of this AGREEMENT, SUBRECIPIENT must transfer to COUNTY any HOME funds on hand at time of expiration and any accounts receivable attributable to the use of HOME funds. Any HOME funds repaid to SUBRECIPIENT or recaptured by SUBRECIPIENT must be remitted to COUNTY.

V. UNIFORM ADMINISTRATIVE REQUIREMENTS

A. SUBRECIPIENT shall comply with the Federal Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,

codified at 24 CFR Part 200 (“Super Circular”), as updated from time to time, including any single audit requirements contained therein.

- VI. OTHER PROGRAM REQUIREMENTS. The project will be conducted and administered in compliance with 24 CFR Part 92, Subpart H – Other Federal Requirements, as amended, and 24 CFR 5.105(a) Nondiscrimination and Equal Opportunity, as amended, including any and all applicable Executive Orders in effect, including but not limited to the following:
- A. Federal civil rights and fair housing law, including, but not limited to:
 - 1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. § 2000d et seq.) and implementing regulations issued at 24 CFR Part 1.
 - 2. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284, 42 U.S.C. § 2000d et seq.), as amended; and that the SUBRECIPIENT will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing.
 - 3. The Fair Housing Act of 1968 and the Fair Housing Amendments Act of 1988, as amended, (42 U.S.C. § 3601-20), as amended, and implementing regulations at 24 CFR Part 100.
 - 4. Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing), and implementing regulations in 24 CFR Part 107.
 - 5. Age Discrimination Act of 1975 (Pub. L. 94-135, 42 U.S.C. § 3001, et seq.), as amended, and implementing regulations at 24 CFR 146.
 - B. Section 109 of the Housing and Community Development Act of 1974 (Pub. L. 93-383), as amended, and the regulations issued pursuant thereto, requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available to the ACT. Discrimination on the basis of age is also prohibited pursuant to the Age Discrimination Act of 1975 (Pub. L. 94-135, 42 U.S.C. 6101-6107) and implementing regulations at 24 CFR Part 146.
 - C. If applicable, the SUBRECIPIENT shall comply with the Federal Labor Standards and Prevailing Wage Rates, including assisting COUNTY with employee interviews of the contractor and/or subcontractors at the job site, if necessary. No construction is anticipated under this AGREEMENT.
 - D. COUNTY is responsible for the preparation of environmental reviews for the PROJECT and enforcement of environmental standards. The environmental review for the PROJECT is complete.
 - E. No PROPERTY located in a floodplain and/or subject to the National Flood Insurance Program may be acquired, rehabilitated or constructed as part of this PROJECT. Any construction or rehabilitation pursuant to the PROJECT must comply with the DuPage County Countywide Stormwater and Flood Plain Ordinance. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11738 relating to the prevention, control and abatement of

water pollution. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234). This PROJECT does not undertake any of these activities.

- F. SUBRECIPIENT shall comply with the relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601), and the implementing regulations at 49 CFR Part 24, and as applicable, Section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d)) and implementing regulations at 24 CFR Part 42, subpart A, as amended. No person(s) shall be displaced as part of this PROJECT.
- G. SUBRECIPIENT shall further, to the extent it is applicable, comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, (12 U.S.C. 1701u), (Section 3), by making efforts to offer training and employment opportunities to low and very low-income residents of the PROJECT area, should SUBRECIPIENT find it necessary to hire additional employees to carry out the PROJECT.
- H. As applicable, SUBRECIPIENT shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. § 4851-4856) and implementing regulations at 24 CFR Part 35; subparts A (Disclosure of Known Lead-Based Paint Hazards Upon Sale or Lease of Residential Property), B (General Lead-Based Paint Requirements and Definitions for All Programs), and R (Methods and Standards for Lead-Based Paint Hazard Evaluation and Hazard Reduction Activities) of this part apply to this PROJECT. Visual assessment of deteriorating paint is included as part of the housing inspection.
- I. SUBRECIPIENT shall not use debarred, suspended or ineligible contractors or subcontractors in carrying out this PROJECT. No additional contractors are anticipated under this AGREEMENT.
- J. PROJECT is not subject to the Build America, Buy America (BABA) Act, as it does not include infrastructure.
- K. SUBRECIPIENT shall comply with administrative and procurement requirements of the Super Circular (24 CFR Part 200), including the conflict of interest provisions therewithin and under 24 CFR 92.356.
- L. In accordance with 24 CFR § 92.356, no person who is an employee, agent, consultant, officer, or elected official or appointed official who exercises or has exercised any functions or responsibilities with respect to HOME activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from an HOME assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to an HOME assisted activity, or with respect to the proceeds of the HOME assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. This also applies to any person who is an employee, agent, consultant, or officer of SUBRECIPIENT. SUBRECIPIENT must complete a Conflict of Interest Disclosure.

- M. The Architectural Barriers Act of 1978 (42 U.S.C. § 4151-4157), the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and implementing regulations at 28 CFR Part 25 or 36, as applicable, and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) shall be followed, and implementing regulations at 24 CFR Part 8, to the extent applicable to the PROJECT.
- N. SUBRECIPIENT agrees that to the best of its knowledge, neither the PROJECT nor the funds provided therefore, and the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of the Hatch Act (5 U.S.C. § 1501, et seq.).
- O. SUBRECIPIENT certifies, to the best of its knowledge and belief, that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Of Lobbying Activities," in accordance with its instructions and 31 U.S.C. § 1352.
 3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENTS shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- P. The SUBRECIPIENT certifies that it will provide a drug-free workplace by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the SUBRECIPIENT 's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 2. Establishing a drug-free awareness program to inform employees about
 - a. The dangers of drug abuse in the workplace;

- b. The SUBRECIPIENT 's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- 3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
- 4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will
 - a. Abide by the terms of the statement; and
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- 5. Notifying the CDC within ten (10) days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such conviction;
- 6. Taking one of the following actions, within 30 days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - c. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).
- Q. Eligible matching contributions (“Match”) are defined as the permanent contributions made to HOME-assisted affordable housing under the requirements of 24 CFR 92.220 of the ACT. Acceptable match for the PROJECT includes the direct cost of necessary supportive services, facilitating independent living, provided to families residing in HOME-assisted units during the affordability period, cash contributions from non-Federal sources; reasonable value of donated construction materials, not acquired with Federal resources; the value of donated or voluntary labor; and the donated value of real property as appraised according to procedures acceptable to the COUNTY. SUBRECIPIENT will report any eligible match to COUNTY on an annual basis.
- R. It is not anticipated that SUBRECIPIENT shall receive program income under this Agreement. Should this occur; however, it shall be remitted to COUNTY.

- S. VAWA Requirements under this section, required by the HOME Investment Partnerships Program, shall apply to the SUBGRANTEE for the duration of the affordability period.
- a. VAWA Notification Requirements: SUBGRANTEE must provide to each of its applicants and to each of its tenants the Notice of Occupancy Rights under the Violence Against Women Act, Form HUD 5380, as amended by the US Department of Housing and Urban Development, from time to time, along with the Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking Form, Form HUD 5382, as amended by the US Department of Housing and Urban Development, from time to time no later than at each of the following times:
 - i. At the time the applicant is denied assistance or admission under a covered housing program;
 - ii. At the time the individual is provided assistance or admission under the covered housing program;
 - iii. With any notification of eviction or notification of termination of assistance; and
 - iv. During the annual recertification or lease renewal process, whichever is applicable.
 - b. VAWA Lease Bifurcation:
 - i. The housing owner may bifurcate a lease, or remove a household member from a lease in order to evict, remove, terminate occupancy rights, or terminate assistance to such member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual:
 - 1. Without regard to whether the household member is a signatory to the lease; and
 - 2. Without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such criminal activity who is also a tenant or lawful occupant.
 - ii. If a household occupying a HOME-assisted rental unit separates due to domestic violence, dating violence, sexual assault, or stalking, the remaining tenant(s) may remain in the HOME-assisted unit.
 - 1. If a household receiving HOME tenant-based rental assistance separates due to domestic violence, dating violence, sexual assault, or stalking, the remaining tenant(s) will retain the HOME tenant-based rental assistance.
 - 2. A lease bifurcation shall be carried out in accordance with any requirements or procedures as may be prescribed by Federal, State, or local law for termination of assistance or leases and in accordance with any requirements under the relevant covered

housing program.

- c. VAWA Lease Addendum, form HUD-91067, as amended by the US Department of Housing and Urban Development from time to time, attached to this Agreement as Exhibit H, must be incorporated into each HOME-unit lease.
 - d. VAWA Emergency Transfer Plan: SUBGRANTEE may develop its own Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking or utilize the DuPage County Consortium Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, attached to this Agreement as Exhibit I.
- T. SUBRECIPIENT shall not use grant funds to promote “gender ideology”, as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government, if applicable.
- U. SUBRECIPIENT shall not use any grant funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment, if applicable.
- V. Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154 (Unleashing American Energy), including E.O. 14008 (Tackling the Climate Crisis at Home or Abroad), or NOFO requirements implementing Executive Orders that have been revoked, if applicable.
- W. SUBRECIPIENT must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218 (Ending Taxpayer Subsidization of Open Borders), or other Executive Orders or immigration laws.
- X. SUBRECIPIENT cannot use grant funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations, if applicable.
- Y. SUBRECIPIENT must use Systematic Alien Verification for Entitlements (SAVE), or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States, if applicable.

VII. COUNTY'S OBLIGATION TO PROSECUTE AGREEMENT

- A. COUNTY shall forthwith file all applicable documents and shall comply with all applicable rules and regulations to secure a release of funds for the PROJECT.
- B. After the COUNTY has received notification that funds for the PROJECT have been released by HUD, the SUBRECIPIENT shall be authorized to begin the PROJECT so long as the PROJECT remains in compliance with the HOME Program and this AGREEMENT.

VIII. RECORDS & REPORTS

- A. SUBRECIPIENT authorizes CDC, COUNTY, HUD, and the Comptroller General of the United States to conduct on-site reviews, to examine, inspect, and audit the SUBRECIPIENT'S records and to conduct any other procedures or practices to assure compliance with the provisions of this AGREEMENT upon demand.
- B. At the request of CDC or COUNTY, the SUBRECIPIENT shall furnish immediately, if required by the Comptroller General, otherwise within three (3) business days of such request, such reports, budgets, certifications and other documents required pursuant to federal, state, or COUNTY rules, regulations and policies that are applicable to the PROJECT and shall give specific answers to questions from the COUNTY, from time to time, relative to the SUBRECIPIENT'S contracts and operations in connection with the PROJECT, and shall submit all required information to show compliance with applicable laws, rules and regulations, as specified in this AGREEMENT.
- C. SUBRECIPIENT shall, each year as long as the PROJECT remains in effect, provide CDC with an audit conducted by an independent Certified Public Accountant that includes the funds contained in this PROJECT. SUBRECIPIENT is also required to meet any single audit requirements of the Federal Office of Management and Budget.
- D. SUBRECIPIENT shall maintain family and assistance records for this PROJECT in the DuPage Homeless Management Information System (HMIS).
- E. SUBRECIPIENT shall provide a Monthly Progress Report to CDC, reporting on the status of the PROJECT in relation to the PROJECT target dates. The Progress Reports shall begin upon the signing of this AGREEMENT and shall continue until the PROJECT is able to be closed in HUD's Integrated Disbursement and Information System (IDIS).
- F. If requested, SUBRECIPIENT shall submit each year to CDC an annual report of the status of the PROJECT in a form prescribed by CDC, or at the request of CDC from time to time if necessary to meet HOME reporting requirements. SUBRECIPIENT will comply with all requests for information and with requests for on-site inspections of books, records, and units.
- G. SUBRECIPIENT shall maintain the following records:
 - 1. For a period of five years after a family completes their assistance: records pertaining to the tenancy of each household occupying the PROJECT, including a copy of the lease showing the rent charged and those records that demonstrate that the household was income eligible.

2. For a period of five years after each year of the PROJECT: Documentation that SUBRECIPIENT has followed the required tenant selection plan.
3. For a period of five years after each year of the PROJECT: Documentation of all activities undertaken in connection with SUBRECIPIENT'S outreach for the PROJECT.
4. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the five-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period, whichever is later.
5. SUBRECIPIENT shall cooperate with the COUNTY to facilitate the maintenance of any and all other financial records as requested by the COUNTY for the length of time requested, as may be required by 24 CFR Part 92.

IX. SUSPENSION AND TERMINATION

- A. In accordance with 2 C.F.R. § 200.339, suspension or termination of this AGREEMENT may occur if the SUBRECIPIENT materially fails to comply with any term of the award. The award may also be terminated for convenience in accordance with 2 C.F.R. § 200.339.
- B. During the implementation of the PROJECT, COUNTY may terminate this AGREEMENT or may suspend payment of HOME funds to SUBRECIPIENT for SUBRECIPIENT'S breach of the AGREEMENT, abandonment of the PROJECT or occurrence rendering impossible the performance by SUBRECIPIENT of this AGREEMENT. COUNTY may also suspend payments of HOME funding due to use of funds in a manner unrelated to SUBRECIPIENT 'S performing the PROJECT, failure by SUBRECIPIENT in submitting supporting information or documentation for a claim, submission by SUBRECIPIENT of incorrect or incomplete reports, or SUBRECIPIENT 'S suspension of its pursuit of the PROJECT.
- C. In the event COUNTY elects to terminate this AGREEMENT or to suspend payments, for any reason stated hereinabove in paragraph A and B of this Section IX, or to exercise its remedies under Section X, Paragraph D hereof, it shall notify the SUBRECIPIENT in writing of such action, specifying the particular deficiency, at least five (5) business days in advance of any such action and establishing a time (not less than 30 days) and a place for the SUBRECIPIENT to refute the alleged deficiency at a time prior to COUNTY'S taking such action. After allowing the SUBRECIPIENT the opportunity to refute or correct the alleged deficiency, if the alleged deficiency continues to exist, in the reasonable opinion of the COUNTY, the COUNTY may withhold payment to the PROJECT until such time as the violation or breach is remedied. No action taken or withheld by the COUNTY under this paragraph shall relieve the SUBRECIPIENT of its liability to the COUNTY for any funds expended in violation of any of the terms of this AGREEMENT.

X. REMEDIES

- A. In the event of any violation or breach of this AGREEMENT by SUBRECIPIENT, misuse or misapplication of funds derived from this AGREEMENT by SUBRECIPIENT or any violation of any of the statutes, rules and regulations, directly or indirectly, by the SUBRECIPIENT and/or any of its agents or representatives, then SUBRECIPIENT, to the fullest extent

permitted by law, agrees to indemnify, and hold the COUNTY harmless from any requirement to repay to HUD the HOME funding received by SUBRECIPIENT for this PROJECT or penalties and expenses, including attorneys' fees and other costs of litigation, resulting from such action or omission by SUBRECIPIENT. All counsel employed by the SUBRECIPIENT to defend the COUNTY pursuant to this AGREEMENT shall first be approved by the DuPage County State's Attorney. The SUBRECIPIENT does not hereby waive any defenses or immunity available to it with respect to third parties.

- B. In the event HUD, or any other federal agency, makes any claim which would give rise to invoking the remedy provisions, as set forth in this Section X, then the COUNTY or SUBRECIPIENT shall immediately notify the other party, in writing, providing the full details of the alleged violation. The SUBRECIPIENT shall have the right to contest the claim, in its own name or in the name of the COUNTY, with its consent, through all levels of any administrative proceedings or in any court of competent jurisdiction without any cost to the COUNTY. Upon any final adjudication, or upon any settlement agreed to between the SUBRECIPIENT and the Federal agency, the SUBRECIPIENT shall promptly pay any funds found due and owing.
- C. As long as the COUNTY is not in jeopardy of losing any other Federal funding, of any kind or description, as a result of the alleged breach, the SUBRECIPIENT shall have complete right to settle or compromise any claim and to pay any judgment to the federal government, so long as COUNTY is indemnified.
- D. If the COUNTY has lost or been prevented from receiving any federal funds, other than the funds for the PROJECT, as a result of any alleged violation subject to the remedy provisions hereof, the SUBRECIPIENT shall repay, upon demand by the COUNTY, such amount of HOME funding due, as a result of the alleged breach, and the SUBRECIPIENT may then pursue any remedy it may have in an appropriate forum in its own name or in the name of the COUNTY, subject to approval by the State's Attorney's Office, whichever is applicable.
- E. To the fullest extent allowed by law, the SUBRECIPIENT shall assume the defense of and shall pay, indemnify, and hold harmless COUNTY, its designees, and its employees from all suits, actions, claims, mechanics' liens, demands, damages, losses, expenses, and costs of every kind and description to which the COUNTY, its designees, and its employees may be subject by reason of any act or omission of SUBRECIPIENT, its agents or employees, in undertaking and performing under this AGREEMENT. All litigation activity is subject to approval by the State's Attorney's Office. The SUBRECIPIENT does not hereby waive any defenses or immunity available to it with respect to third parties.

XI. MISCELLANEOUS PROVISIONS

- A. AMENDMENTS – Any proposed change in this AGREEMENT shall be submitted to the other party for prior approval. No modifications, additions, deletions, or the like, to this AGREEMENT shall be effective unless and until such changes are executed in writing by the authorized officers of each party. SUBRECIPIENT acknowledges that HUD may from time to time issue updated guidance regarding the HOME program that may require amendment of this AGREEMENT and agrees to cooperate with COUNTY in making such amendment.
- B. SUBJECT TO FINANCIAL ASSISTANCE AGREEMENT - This AGREEMENT is made

subject to financial assistance agreements between the COUNTY and the United States Department of Housing and Urban Development, with the rights and remedies of the parties hereto being in accordance with this AGREEMENT.

- C. ASSIGNMENT - SUBRECIPIENT shall not assign this AGREEMENT or any part thereof, nor shall SUBRECIPIENT transfer or assign any property or assets acquired using HOME funding or claims due or to become due hereunder, without the written approval of the COUNTY having first been obtained. The contracting or subcontracting of construction work on the PROPERTIES does not constitute an assignment.
- D. ATTORNEY'S OPINION - SUBRECIPIENT shall provide an opinion of its attorney, in a form reasonably satisfactory to the State's Attorney's Office, that all steps necessary to adopt this AGREEMENT, in a manner binding upon SUBRECIPIENT, have been taken by SUBRECIPIENT.
- E. SEVERABILITY - In the event any provision of this AGREEMENT shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- F. AGREEMENT DURATION - Unless terminated by the COUNTY pursuant to the terms of this AGREEMENT, the AGREEMENT will terminate on January 13, 2027, except that the provisions related to record keeping shall survive termination and remain in effect for five (5) years from the date of completion of the PROJECT in HUD's Integrated Disbursement and Information System (IDIS).
- G. NO PARTNERSHIP – Nothing contained in this AGREEMENT, any mortgage, note or any other document or instrument related to this PROJECT shall be deemed to create a joint venture, partnership relationship, or employer/employee relationship between the COUNTY and SUBRECIPIENT. SUBRECIPIENT shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement.
- H. COUNTY shall provide, upon request, copies of all laws, regulations, statutes, orders, and OMB Circulars cited in this AGREEMENT, or internet links to such.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the dates recited below to be effective on the date executed by the COUNTY.

COUNTY OF DU PAGE, a body politic in the State of Illinois

BY:

Deborah A. Conroy,
DuPage County Board Chair

DATE:

ATTEST:

Jean Kaczmarek,
County Clerk

SUBRECIPIENT:

Catholic Charities, Diocese of Joliet,
an Illinois Not-for-Profit Corporation

ADDRESS:

16555 Weber Road
Crest Hill, IL 60403

BY:

Signature

Printed Name

Printed Title

DATE:

ATTEST:

Signature

Printed Name

Title

EXHIBIT A

DuPage County Tenant Based Rental Assistance Program (TBRA) – February 4, 2014

As amended: April 1, 2014

As amended: October 4, 2016

As amended: January 3, 2017

As amended: October 3, 2017

As amended: January 24, 2019

1. **Authority.**

- 24 CFR 92.205(a) Provision of tenant-based rental assistance, including security deposits (not to exceed two months' rent), is an eligible expense under the HOME program.
- 24 CFR 92.207(a)(5) Costs of administering tenant-based rental assistance program are eligible under the HOME program.
- 24 CFR 92.209 states eligible costs and requirements.

2. **Eligible Program Costs.** Rental assistance, security deposits, utility deposits, costs of inspecting the housing, costs of determining income eligibility of the family. HOME funds may provide security deposits, whether or not any other tenant-based rental assistance is provided. For the purpose of this section, "security deposit" refers to any up-front fee required by a landlord to process an application or move into a unit, including "administrative fees," "application fees," "move-in fees," or equivalent types of fees, in lieu of or in addition to a traditional "security deposit." whether or not such fee is classified as "security deposit" under any state or local statute, law, or ordinance. The total of all such fees and/or traditional "security deposit," may not exceed the equivalent of two-month's rent for the unit.

3. **Program Boundaries:** Assistance must be used within the boundaries of the DuPage HOME Consortium which as of February 2018 includes DuPage County, the Village of Downers Grove, the City of Naperville, and the City of Wheaton. However, this Consortium area may change during HUD's HOME Consortium requalification process, which occurs every three years.

4. **Tenant Selection.** All members of a family receiving assistance through TBRA must be U.S. citizens or resident aliens or meet very specific State Department exceptions. The DuPage County program will give preferences for homeless families. "Family" is defined in 24 CFR 5.403 and includes either single persons or groups of persons residing together (with or without children). Homeless shall be as defined as it is defined under the Emergency Solutions Grant (ESG) (Category 1 and Category 4) as stated below. The Continuum of Care (CoC) Coordinated Entry System (CES) prioritization list will be utilized to select tenants. The CES operates through the Homeless Management Information System (HMIS); the County will work with the CoC to provide a tenant selection process for any potential Subrecipient Agency which may be prohibited from entering clients into the HMIS. Full income eligibility intake and documentation of U.S. citizen or resident alien status must be completed before TBRA assistance is committed or given. Documentation of homeless status must also be completed if preference is being given on that basis.

ESG Definition of Homelessness: Category 1. An individual or family who lacks a fixed regular and adequate nighttime residence, meaning: (i) Individual or family has a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; (ii) Individual or family is living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); (iii) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution

Category 4. Any individual or family who is fleeing; AND has no other residence; AND no resources AND lives in an emergency shelter or other place described in Category 1 above.

Participants who are on a Housing Choice Voucher Program (HCV; formerly Section 8) wait list at entry into TBRA will be assisted by case managers to ensure they maintain their status on the wait list. The family will provide their new address to the corresponding Public Housing Authority (PHA) and continue to monitor the wait list in the event that a Housing Choice Voucher becomes available to them.

5. **Income Eligibility.** Families must be determined to be income eligible prior to receiving assistance. The “Part 5” method of income qualification will be utilized. At least two months of source documentation are required to determine income. Families’ income cannot exceed 50% of the median family income (MFI) for DuPage County, as promulgated by HUD from time to time, at initial occupancy. Income must be recertified annually if family is receiving ongoing TBRA. If a family’s income is greater than 80% MFI at any recertification, the TBRA assistance will cease.
6. **The CPD Income Eligibility** Calculator will be used to determine/verify the Annual Income and the Adjusted Gross Income for each household requesting assistance. The anticipated household income is to be projected for the coming 12-month period.
7. **Expectation of Family.** A family shall contribute 30% of its adjusted monthly income (minus utility allowance) to the rental payment commencing with month two of the lease, with a minimum tenant contribution of \$25.00 (minus utility allowance; however, negative outcome of this formula will not be refunded to the family). First month’s rent may be paid entirely through TBRA, (when that amount is within the maximum subsidy limit for that household), as families often need a month to accumulate sufficient funds to begin to meet this expectation and it would not be intent of this program to keep a family unhoused longer than necessary. If a family’s income is equal to or greater than 80% MFI at any recertification, the TBRA assistance will cease. Families must participate in a self-sufficiency program through the Subrecipient Agency handling its case. If a family fails to continue in the self-sufficiency program, their TBRA assistance will not be renewed. DuPage County will work with Subrecipient Agencies to develop a TBRA Self-Sufficiency Program plan.

8. **Program Operation.** DuPage County will operate the program through Subrecipient Agencies that are members of the DuPage CoC that have both the capacity to operate a rental program and the ability to provide the particular types of nonmandatory services that are appropriate for homeless families. The Subrecipient Agency shall make rental and security deposit payments directly to the owner of the unit on behalf of the family, in accordance with the terms of the lease, and receive reimbursement from DuPage County under the terms of its subrecipient agreement. Each lease must be held in the name of the tenant, but the subrecipient agency must also have an agreement for rental assistance with the owner. The term of the initial rental assistance contract will be for twelve (12) months, but may be renewed, subject to the availability of HOME funds and continuing eligibility. The term of the contract must begin on the first day of the term of the lease and terminate upon termination of the lease. If a tenant receives notice of the availability of a HCV, the Subrecipient Agency will work with the Landlord to transition the lease agreement from a TBRA contract to a DuPage Housing Authority (DHA) Housing Assistance Payment (HAP) contract.
9. **Leases and Rents.** Leases entered into by TBRA assisted families must comply with the tenant protection requirements of the HOME program and must be approved by DuPage County. Leases will be reviewed using the TBRA Lease Requirements form in compliance with 24 CFR 92.253. Rents must be reasonable, based on rents charged for comparable unassisted rental units and may not exceed the standard set by the DuPage Housing Authority for its Housing Choice Voucher Program, based on number of bedrooms. However, up to 110% of the rent standard may be applied for 20% of the program participants when a Request for Unit Specific Rent Payment Standard is approved by DuPage County. The general occupancy standard for DHA HCV is one bedroom for the head of household and 2 persons per bedroom after that. This may be varied by DuPage County with specific request by the Subrecipient Agency.

Maximum Subsidy. The amount of the monthly assistance that may be paid on behalf of a family may not exceed the difference between the Small Area Fair Market Rent Standard (SAFMRS) for the unit size as established by HUD and adopted by DuPage Housing Authority, and 30% of the family's monthly adjusted income. The CPD Income Calculator Rental Assistance Calculation Rental Voucher Model will be used to determine/verify the maximum subsidy and 30% of the family's monthly adjusted income. Note: the tenant payment may exceed 30% of the family's monthly adjusted income depending on the unit selection, though the maximum subsidy remains as calculated according to the formula.
10. **Housing Standards.** Requirements of 24 CFR 982.401 apply. Unit must pass a Housing Quality Standards (HQS) inspection at initial inspection and annual reinspection for units where family continues to receive ongoing TBRA. Should a client issue a complaint that local codes/HQS are not being met, the Subrecipient Agency will advocate for the client and if necessary, request DuPage County to re-inspect the unit.
11. **Subrecipient Agencies.** Any agency that is a member of the DuPage CoC that is currently receiving CDBG or ESG funds through DuPage Community Development Commission may apply to participate as a Subrecipient Agency under the DuPage County TBRA program. Acceptance into the program will be based on the agency's ability to demonstrate through its completion of an application process that it can provide the types of nonmandatory services that are appropriate for homeless families, will abide by the terms of the DuPage County TBRA Self-

Sufficiency Program, has the capacity to hold clients accountable to the terms of the DuPage County TBRA Self-Sufficiency Program, and has the capacity to operate a rental program (including financial capacity). Approval to participate does not guarantee that there will be sufficient funding available to operate the TBRA program through multiple agencies. If a family selected from the wait list already has case management or services history with a Subrecipient Agency under the DuPage County TBRA program, management of that family's case will be handled by that agency.

12. **Denial and/or Termination Process:** All assistance provided under TBRA is subject to eligibility requirements and program guidelines. Final decisions regarding admittance into the program or non-continuation will be relayed in writing, to the household, by the Subrecipient Agency. The Subrecipient Agency will provide, when appropriate, referrals and resources.

A formal separation process will, at a minimum, consist of the following:

- Written notice which includes date of termination, reason for termination, opportunity for appeal, and, if appropriate, any helpful resources to assist the participating household to maintain housing stability.
- Opportunity to appeal – Participating households which are selected for non-continuation are entitled to request a review of the decision by the Subrecipient Agency with the opportunity to present oral or written objections before a person other than the person (or a subordinate of the person) who made or approved the termination decision. Final decisions regarding the appeal will be provided promptly in writing.

13. **HMIS.** Subrecipient Agencies will report in accordance with the terms of the Subrecipient Agreement. This will include reporting required in the HMIS, unless the Subrecipient Agency is prohibited from entering clients into HMIS (e.g. agencies whose primary mission is to serve victims of domestic violence) and maintains an equivalent database that will be able to meet any HUD required reporting standards.

EXHIBIT B

DuPage County

Tenant Based Rental Assistance (TBRA)

Self-Sufficiency Program

Introduction

The goal of TBRA Program is provide rental assistance, security deposits and supportive services to assist homeless individuals and families in achieving self-sufficiency (herein referred to as “Participant(s)”). TBRA Program rental assistance will be provided with funds received by DuPage County (“County”) under the HOME Investment Partnerships Program (HOME) through the U.S. Department of Housing and Urban Development (“HUD”). TBRA funds and program policies will be administered through agencies that have entered into a Subrecipient Agreement with County (each referred to as “Agency”). . Each subrecipient agency administering the TBRA funds will develop a self-sufficiency program plan for each client receiving TBRA assistance to provide the greatest possible support for TBRA participants’ success.

Case Management

Agency Case Managers will take the lead in working with participants. The purpose of case management will be to assist participants in enrolling in mainstream benefits and to engage participants in eviction prevention strategies and may include, but not be limited to:

- Assessment of participant’s health, welfare, education, employment and, if applicable, children’s needs
- Determination of individual goals
- Development of an individualized action plan to help the participant meet his or her needs, solve problems or achieve goals
- Provision of support in-house or referral to community resources and services to achieve objective in the action plan
- Ongoing interaction with the participant and outside resources in the coordination of action plan activities
- Periodic re-evaluation of the participants’ needs and goals and modification of action plan to respond to the current situation
- Advocacy to help the participant obtain services or benefits to which they are entitled
- Intervention during a crisis (i.e., job loss, substance abuse, family violence) to prevent a problem from escalating
- Empowerment of the participant by help them improve coping skills and increase knowledge of community resources and how to use them
- Follow-up to ensure that the participant continues to progress toward meeting needs, solving problems or achieving goals that were identified

Agency Case Managers will assist participants with the TBRA Program application and required documentation to determine income eligibility for the program. The Case Manager, with participant

cooperation and input, will develop a Self-Sufficiency Program plan. The Plan will explicitly outline the goals of the Participant, the immediate and measurable steps to be taken, by whom and in what time frame and the role of the Case Manager in attaining these goals. To ensure that Plans are useful, the Participant will actively participate in the development of the Plan including meeting with a Case Manager, if required under the terms of that Participant's plan.

Independent Living and Employment Skills Training

Participants must be engaged in learning the skills they need to live independently. Each Participant's Plan will include independent living and employment skills training, based on Participant's needs. Such training may include, but not be limited to:

- Housekeeping
- Fire prevention and safety
- Money management
- Household management
- Landlord/tenant issues
- Food and nutrition
- Basic home repair
- How to access social services
- Parenting
- Employment readiness

Only Participant(s) who have fulfilled their obligations under the individual Self-Sufficiency Program plan, who continue to be income eligible for the program, and who have fulfilled their obligations under the TBRA Tenant Agreement will be eligible to apply for recertification and renewal of assistance after the termination of the initial or current period of assistance.

Reporting

As part of periodic outcomes reporting, Agency Case Managers will submit compliance documentation to DuPage County, in the monthly progress reports. Agencies will indicate which Participants are ***compliant*** with Self-Sufficiency Program plans after sixty days of assistance and ninety days prior to the expiration of the Participant's lease. Changes in household income, household composition, or indicators of housing instability may result in DuPage County requesting additional reporting documentation.

Updated: February 2019

EXHIBIT C

2025 DHA Maximum Voucher Allowance – Effective 01/01/2025 (Payment Standards)

Source: <https://www.dupagehousing.org/dupage-payment-standards>

ZipCode - 60101

Town - Addison

DHA Studio - \$1,310

DHA 1 Bedroom - \$1,400

DHA 2 Bedroom - \$1,580

DHA 3 Bedroom - \$2,030

DHA 4 Bedroom - \$2,380

DHA 5 Bedroom - \$2,737

DHA 6 Bedroom - \$3,094

ZipCode - 60502

Town - Aurora

DHA Studio - \$1,980

DHA 1 Bedroom - \$2,120

DHA 2 Bedroom - \$2,390

DHA 3 Bedroom - \$3,070

DHA 4 Bedroom - \$3,610

DHA 5 Bedroom - \$4,152

DHA 6 Bedroom - \$4,693

ZipCode - 60504

Town - Aurora

DHA Studio - \$2,145

DHA 1 Bedroom - \$2,310

DHA 2 Bedroom - \$2,640

DHA 3 Bedroom - \$3,366

DHA 4 Bedroom - \$3,971

DHA 5 Bedroom - \$4,567

DHA 6 Bedroom - \$5,162

ZipCode - 60103

Town - Bartlett

DHA Studio - \$1,940

DHA 1 Bedroom - \$2,070

DHA 2 Bedroom - \$2,340

DHA 3 Bedroom - \$3,010

DHA 4 Bedroom - \$3,530

DHA 5 Bedroom - \$4,060

DHA 6 Bedroom - \$4,589

ZipCode - 60106

Town - Bensenville

DHA Studio - \$1,400

DHA 1 Bedroom - \$1,500

DHA 2 Bedroom - \$1,690

DHA 3 Bedroom - \$2,170

DHA 4 Bedroom - \$2,550

DHA 5 Bedroom - \$2,933

DHA 6 Bedroom - \$3,315

ZipCode - 60108

Town - Bloomingdale

DHA Studio - \$1,660

DHA 1 Bedroom - \$1,780

DHA 2 Bedroom - \$2,010

DHA 3 Bedroom - \$2,580

DHA 4 Bedroom - \$3,030

DHA 5 Bedroom - \$3,485

DHA 6 Bedroom - \$3,939

ZipCode - 60188

Town - Carol Stream

DHA Studio - \$1,560

DHA 1 Bedroom - \$1,670

DHA 2 Bedroom - \$1,880

DHA 3 Bedroom - \$2,410

DHA 4 Bedroom - \$2,840

DHA 5 Bedroom - \$3,266

DHA 6 Bedroom - \$3,692

ZipCode - 60514

Town - Clarendon Hills

DHA Studio - \$1,240

DHA 1 Bedroom - \$1,330

DHA 2 Bedroom - \$1,500

DHA 3 Bedroom - \$1,930

DHA 4 Bedroom - \$2,260

DHA 5 Bedroom - \$2,599

DHA 6 Bedroom - \$2,938

ZipCode - 60561

Town - Darien

DHA Studio - \$1,830

DHA 1 Bedroom - \$1,960

DHA 2 Bedroom - \$2,210

DHA 3 Bedroom - \$2,840

DHA 4 Bedroom - \$3,330

DHA 5 Bedroom - \$3,830

DHA 6 Bedroom - \$4,329

2025 DHA Maximum Voucher Allowance – Effective 01/01/2025 (Payment Standards)

Source: <https://www.dupagehousing.org/dupage-payment-standards>

ZipCode - 60515

Town - Downers Grove
DHA Studio - \$1,720
DHA 1 Bedroom - \$1,840
DHA 2 Bedroom - \$2,080
DHA 3 Bedroom - \$2,670
DHA 4 Bedroom - \$3,140
DHA 5 Bedroom - \$3,611
DHA 6 Bedroom - \$4,082

ZipCode - 60137

Town - Glen Ellyn
DHA Studio - \$1,340
DHA 1 Bedroom - \$1,430
DHA 2 Bedroom - \$1,620
DHA 3 Bedroom - \$2,080
DHA 4 Bedroom - \$2,440
DHA 5 Bedroom - \$2,806
DHA 6 Bedroom - \$3,172

ZipCode - 60133

Town - Hanover Park
DHA Studio - \$1,590
DHA 1 Bedroom - \$1,700
DHA 2 Bedroom - \$1,920
DHA 3 Bedroom - \$2,470
DHA 4 Bedroom - \$2,900
DHA 5 Bedroom - \$3,335
DHA 6 Bedroom - \$3,770

ZipCode - 60143

Town - Itasca
DHA Studio - \$1,680
DHA 1 Bedroom - \$1,800
DHA 2 Bedroom - \$2,030
DHA 3 Bedroom - \$2,610
DHA 4 Bedroom - \$3,060
DHA 5 Bedroom - \$3,519
DHA 6 Bedroom - \$3,978

ZipCode - 60516

Town - Downers Grove
DHA Studio - \$1,710
DHA 1 Bedroom - \$1,830
DHA 2 Bedroom - \$2,070
DHA 3 Bedroom - \$2,660
DHA 4 Bedroom - \$3,120
DHA 5 Bedroom - \$3,588
DHA 6 Bedroom - \$4,056

ZipCode - 60138

Town - Glen Ellyn
DHA Studio - \$1,650
DHA 1 Bedroom - \$1,760
DHA 2 Bedroom - \$1,990
DHA 3 Bedroom - \$2,560
DHA 4 Bedroom - \$3,000
DHA 5 Bedroom - \$3,450
DHA 6 Bedroom - \$3,900

ZipCode - 60521

Town - Hinsdale
DHA Studio - \$2,110
DHA 1 Bedroom - \$2,260
DHA 2 Bedroom - \$2,570
DHA 3 Bedroom - \$3,280
DHA 4 Bedroom - \$3,870
DHA 5 Bedroom - \$4,451
DHA 6 Bedroom - \$5,031

ZipCode - 60439

Town - Lemont/Woodridge/Willow Springs
DHA Studio - \$1,360
DHA 1 Bedroom - \$1,450
DHA 2 Bedroom - \$1,640
DHA 3 Bedroom - \$2,110
DHA 4 Bedroom - \$2,470
DHA 5 Bedroom - \$2,841
DHA 6 Bedroom - \$3,211

ZipCode - 60126

Town - Elmhurst
DHA Studio - \$1,910
DHA 1 Bedroom - \$2,050
DHA 2 Bedroom - \$2,310
DHA 3 Bedroom - \$2,970
DHA 4 Bedroom - \$3,490
DHA 5 Bedroom - \$4,014
DHA 6 Bedroom - \$4,537

ZipCode - 60139

Town - Glendale Heights
DHA Studio - \$1,660
DHA 1 Bedroom - \$1,780
DHA 2 Bedroom - \$2,010
DHA 3 Bedroom - \$2,580
DHA 4 Bedroom - \$3,030
DHA 5 Bedroom - \$3,485
DHA 6 Bedroom - \$3,939

ZipCode - 60522

Town - Hinsdale
DHA Studio - \$1,650
DHA 1 Bedroom - \$1,760
DHA 2 Bedroom - \$1,990
DHA 3 Bedroom - \$2,560
DHA 4 Bedroom - \$3,000
DHA 5 Bedroom - \$3,450
DHA 6 Bedroom - \$3,900

2025 DHA Maximum Voucher Allowance – Effective 01/01/2025 (Payment Standards)Source: <https://www.dupagehousing.org/dupage-payment-standards>**ZipCode - 60532**

Town - Lisle

DHA Studio - \$1,710

DHA 1 Bedroom - \$1,840

DHA 2 Bedroom - \$2,090

DHA 3 Bedroom - \$2,660

DHA 4 Bedroom - \$3,150

DHA 5 Bedroom - \$3,623

DHA 6 Bedroom - \$4,095

ZipCode - 60540

Town - Naperville

DHA Studio - \$1,860

DHA 1 Bedroom - \$1,990

DHA 2 Bedroom - \$2,250

DHA 3 Bedroom - \$2,890

DHA 4 Bedroom - \$3,390

DHA 5 Bedroom - \$3,899

DHA 6 Bedroom - \$4,407

ZipCode - 60565

Town - Naperville

DHA Studio - \$1,860

DHA 1 Bedroom - \$1,990

DHA 2 Bedroom - \$2,250

DHA 3 Bedroom - \$2,890

DHA 4 Bedroom - \$3,390

DHA 5 Bedroom - \$3,899

DHA 6 Bedroom - \$4,407

ZipCode - 60523

Town - Oak Brook

DHA Studio - \$900

DHA 1 Bedroom - \$970

DHA 2 Bedroom - \$1,090

DHA 3 Bedroom - \$1,400

DHA 4 Bedroom - \$1,640

DHA 5 Bedroom - \$1,886

DHA 6 Bedroom - \$2,132

ZipCode - 60148

Town - Lombard

DHA Studio - \$1,780

DHA 1 Bedroom - \$1,900

DHA 2 Bedroom - \$2,150

DHA 3 Bedroom - \$2,760

DHA 4 Bedroom - \$3,240

DHA 5 Bedroom - \$3,726

DHA 6 Bedroom - \$4,212

ZipCode - 60563

Town - Naperville

DHA Studio - \$2,000

DHA 1 Bedroom - \$2,130

DHA 2 Bedroom - \$2,410

DHA 3 Bedroom - \$3,100

DHA 4 Bedroom - \$3,640

DHA 5 Bedroom - \$4,186

DHA 6 Bedroom - \$4,732

ZipCode - 60566

Town - Naperville

DHA Studio - \$1,650

DHA 1 Bedroom - \$1,760

DHA 2 Bedroom - \$1,990

DHA 3 Bedroom - \$2,560

DHA 4 Bedroom - \$3,000

DHA 5 Bedroom - \$3,450

DHA 6 Bedroom - \$3,900

ZipCode - 60172

Town - Roselle

DHA Studio - \$1,700

DHA 1 Bedroom - \$1,820

DHA 2 Bedroom - \$2,060

DHA 3 Bedroom - \$2,630

DHA 4 Bedroom - \$3,100

DHA 5 Bedroom - \$3,565

DHA 6 Bedroom - \$4,030

ZipCode - 60157

Town - Medinah/Bloomingtondale

DHA Studio - \$1,690

DHA 1 Bedroom - \$1,810

DHA 2 Bedroom - \$2,040

DHA 3 Bedroom - \$2,620

DHA 4 Bedroom - \$3,070

DHA 5 Bedroom - \$3,531

DHA 6 Bedroom - \$3,991

ZipCode - 60564

Town - Naperville

DHA Studio - \$2,190

DHA 1 Bedroom - \$2,340

DHA 2 Bedroom - \$2,640

DHA 3 Bedroom - \$3,390

DHA 4 Bedroom - \$3,980

DHA 5 Bedroom - \$4,577

DHA 6 Bedroom - \$5,174

ZipCode - 60567

Town - Naperville

DHA Studio - \$1,610

DHA 1 Bedroom - \$1,720

DHA 2 Bedroom - \$1,940

DHA 3 Bedroom - \$2,490

DHA 4 Bedroom - \$2,930

DHA 5 Bedroom - \$3,370

DHA 6 Bedroom - \$3,809

ZipCode - 60181

Town - Villa Park/Oak Brook Terrace

DHA Studio - \$1,630

DHA 1 Bedroom - \$1,740

DHA 2 Bedroom - \$1,970

DHA 3 Bedroom - \$2,530

DHA 4 Bedroom - \$2,970

DHA 5 Bedroom - \$3,416

DHA 6 Bedroom - \$3,861

2025 DHA Maximum Voucher Allowance – Effective 01/01/2025 (Payment Standards)

Source: <https://www.dupagehousing.org/dupage-payment-standards>

ZipCode - 60555

Town - Warrenville
DHA Studio - \$1,790
DHA 1 Bedroom - \$1,910
DHA 2 Bedroom - \$2,160
DHA 3 Bedroom - \$2,770
DHA 4 Bedroom - \$3,260
DHA 5 Bedroom - \$3,749
DHA 6 Bedroom - \$4,238

ZipCode - 60559

Town - Westmont
DHA Studio - \$1,520
DHA 1 Bedroom - \$1,630
DHA 2 Bedroom - \$1,840
DHA 3 Bedroom - \$2,360
DHA 4 Bedroom - \$2,780
DHA 5 Bedroom - \$3,197
DHA 6 Bedroom - \$3,614

ZipCode - 60527

Town - Willowbrook/Burr Ridge
DHA Studio - \$1,770
DHA 1 Bedroom - \$1,910
DHA 2 Bedroom - \$2,170
DHA 3 Bedroom - \$2,760
DHA 4 Bedroom - \$3,270
DHA 5 Bedroom - \$3,761
DHA 6 Bedroom - \$4,251

ZipCode - 60517

Town - Woodridge
DHA Studio - \$1,690
DHA 1 Bedroom - \$1,820
DHA 2 Bedroom - \$2,070
DHA 3 Bedroom - \$2,640
DHA 4 Bedroom - \$3,120
DHA 5 Bedroom - \$3,588
DHA 6 Bedroom - \$4,056

ZipCode - 60185

Town - West Chicago
DHA Studio - \$1,430
DHA 1 Bedroom - \$1,530
DHA 2 Bedroom - \$1,730
DHA 3 Bedroom - \$2,220
DHA 4 Bedroom - \$2,610
DHA 5 Bedroom - \$3,002
DHA 6 Bedroom - \$3,393

ZipCode - 60187

Town - Wheaton
DHA Studio - \$1,760
DHA 1 Bedroom - \$1,890
DHA 2 Bedroom - \$2,130
DHA 3 Bedroom - \$2,740
DHA 4 Bedroom - \$3,210
DHA 5 Bedroom - \$3,692
DHA 6 Bedroom - \$4,173

ZipCode - 60190

Town - Winfield
DHA Studio - \$2,100
DHA 1 Bedroom - \$2,260
DHA 2 Bedroom - \$2,570
DHA 3 Bedroom - \$3,270
DHA 4 Bedroom - \$3,870
DHA 5 Bedroom - \$4,451
DHA 6 Bedroom - \$5,031

ZipCode - 60186

Town - West Chicago
DHA Studio - \$1,650
DHA 1 Bedroom - \$1,760
DHA 2 Bedroom - \$1,990
DHA 3 Bedroom - \$2,560
DHA 4 Bedroom - \$3,000
DHA 5 Bedroom - \$3,450
DHA 6 Bedroom - \$3,900

ZipCode - 60189

Town - Wheaton
DHA Studio - \$1,790
DHA 1 Bedroom - \$1,910
DHA 2 Bedroom - \$2,160
DHA 3 Bedroom - \$2,770
DHA 4 Bedroom - \$3,260
DHA 5 Bedroom - \$3,749
DHA 6 Bedroom - \$4,238

ZipCode - 60191

Town - Wood Dale
DHA Studio - \$1,730
DHA 1 Bedroom - \$1,850
DHA 2 Bedroom - \$2,090
DHA 3 Bedroom - \$2,680
DHA 4 Bedroom - \$3,150
DHA 5 Bedroom - \$3,623
DHA 6 Bedroom - \$4,095

EXHIBIT D



DuPage Housing Authority
711 E Roosevelt Rd, Wheaton, IL 60187 PH:
630.690.3555 FAX: 630.690.0702
www.dupagehousing.org

Kendall Housing Authority
811 W John St., Yorkville, IL
60560 PH: 630.593.8218 FAX:
331.207.8923
www.kendallhousing.org



DUPAGE HOUSING AUTHORITY 2025 UTILITY ALLOWANCE SCHEDULE

EFFECTIVE JANUARY 1, 2025

	0 BR	1	2 BR	3 BR	4 BR	5	6 BR
<u>ELECTRIC</u>							
Lights, etc. (Other Electric)							
(Includes Monthly Electric Fee)							
Apartments/ Townhouse/ Rowhouse / High-Rise	\$35	\$39	\$47	\$55	\$64	\$72	\$77
House (Single Family Detached)	\$44	\$49	\$61	\$73	\$86	\$98	\$105
Cooking - All Unit Types	\$5	\$6	\$8	\$11	\$13	\$16	\$17
Water Heating							
Apartments/ Townhouse/ Rowhouse / High-Rise	\$13	\$15	\$19	\$23	\$28	\$32	\$34
House (Single Family Detached)	\$16	\$19	\$24	\$29	\$34	\$40	\$43
Heating							
Apartments/ Townhouse/ Rowhouse/ High-Rise	\$22	\$25	\$34	\$44	\$53	\$62	\$67
House (Single Family Detached)	\$51	\$60	\$70	\$80	\$91	\$101	\$109
<u>NATURAL GAS</u>							
Cooking - All Unit Types	\$2	\$2	\$3	\$3	\$5	\$5	\$6
Water Heating							
Apartments/ Townhouse/ Rowhouse / High-Rise	\$4	\$5	\$7	\$9	\$11	\$13	\$15
House (Single Family Detached)	\$5	\$6	\$9	\$11	\$14	\$16	\$17
Heating							
Apartments/ Townhouse/ Rowhouse/ High-Rise	\$15	\$18	\$21	\$24	\$27	\$30	\$33
House (Single Family Detached)	\$22	\$26	\$30	\$34	\$39	\$43	\$47
Monthly Gas Fee - All Unit Types	\$22	\$22	\$22	\$22	\$22	\$22	\$22
<u>MISCELLANEOUS</u>							
Water - All Unit Types	\$41	\$63	\$79	\$95	\$111	\$127	\$138
Sewer - All Unit Types	\$28	\$24	\$33	\$43	\$52	\$62	\$68
Trash - All Unit Types	\$14	\$24	\$24	\$24	\$24	\$24	\$24
Refrigerator - All Unit Types	\$12	\$12	\$12	\$12	\$12	\$12	\$12
Range - All Unit Types	\$11	\$11	\$11	\$11	\$11	\$11	\$11
Air Conditioning							
Apartments/ Townhouse/ Rowhouse / High-Rise	\$3	\$4	\$5	\$7	\$9	\$10	\$11
House (Single Family Detached)	\$3	\$3	\$7	\$11	\$14	\$18	\$20
TOTAL ALLOWANCES							

Effective January 1, 2025

Exhibit E

VIOLENCE, DATING VIOLENCE
OR STALKING

U.S. Department of Housing
and Urban Development
Office of Housing

OMB Approval No. 2502-0204
Exp. 6/30/2017

LEASE ADDENDUM

VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005

TENANT	LANDLORD	UNIT NO. & ADDRESS
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This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

Purpose of the Addendum

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

Conflicts with Other Provisions of the Lease

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

Term of the Lease Addendum

The effective date of this Lease Addendum is _____. This Lease Addendum shall continue to be in effect until the Lease is terminated.

VAWA Protections

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

Tenant

Date

Landlord

Date

Form HUD-91067
(9/2008)

Exhibit F
DUPAGE COUNTY CONSORTIUM EMERGENCY TRANSFER PLAN
FOR VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE,
SEXUAL ASSAULT, AND STALKING

DuPage County, by and through its Community Services Department, Community Development Commission (CDC) (collectively, the “County”) is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act of 1994, as amended (“VAWA”), the County allows any tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant’s current unit to another unit. VAWA protections are not limited to women. Victims cannot be discriminated against on the basis of any protected characteristic, including race, color, national origin, religion, sex (including perceived or actual sexual orientation or gender identity), familial status, disability, or age. HUD-assisted and HUD-insured housing must also be made available to all otherwise eligible individuals and families regardless of age, or actual or perceived gender identity, sexual orientation, or marital status.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance regarding safety and security. The plan is based on Federal regulations at 24 Code of Federal Regulations (CFR) part 5, subpart L, related program regulations, and the model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD). HUD is the Federal agency that oversees that relevant housing programs within the DuPage County Consortium area are in compliance with VAWA.

Relevant HUD programs for the County are: (i) the HOME Investment Partnerships (HOME) program, (ii) the Emergency Solutions Grants (ESG) program, and (iii) the Continuum of Care (CoC) program (collectively, “HUD Programs”). For purposes of this Plan, eligible housing within DuPage County, and eligible housing located within the DuPage County Consortium area, that is supported by funding provided through any of these three HUD Programs, shall be called “HUD Program-Supported Housing.”

Definitions

- **HUD Program-Supported Housing Provider** means Developer, Owner, and/or Sponsor of HOME-assisted properties, and ESG and CoC delegate agencies.
- **Eligible Person** refers to someone residing in HUD Program-Supported Housing who is a victim of domestic violence, dating violence, sexual assault, or stalking, or an affiliated individual as those terms are defined in the VAWA Implementing Regulations.
- **External Emergency Transfer** refers to an emergency relocation of a tenant to another unit where the tenant would be categorized as a new applicant; that is, the tenant must undergo an application process in order to reside in the new unit.
- **Internal Emergency Transfer** refers to an emergency relocation of a tenant to another unit where the tenant would not be categorized as a new applicant; that is, the tenant may reside in the new unit without having to undergo an application process.
- **Safe Unit** refers to a unit that the victim of VAWA violence/abuse believes is safe.
- **VAWA violence/abuse** means an incident or incidents of domestic violence, dating violence, sexual assault, or stalking, as those terms are defined in 24 CFR 5.2003 and “Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking” (Form HUD-5382).

DuPage County and the CDC are not landlords, nor do they operate any HUD Program-Supported

Housing directly. Therefore, the County will undertake the following actions under this Plan, however, nothing in this Plan is intended to supersede any eligibility or other occupancy requirements that may apply under any individual HUD Program-Supported Housing program.

This plan may be amended, from time to time, by the County.

Eligibility for Emergency Transfers

A tenant, even those not in good standing, may seek an emergency transfer to another unit if they or their household member is a victim of VAWA violence/abuse, as outlined in the *Notice of Occupancy Rights Under the Violence Against Women Act*, Form HUD-5380. This emergency transfer plan provides further information on emergency transfers, and the County must provide a copy if requested.

HUD-Program Supported Housing Providers may ask for submission of a written request for an emergency transfer, such as form HUD-5383, to certify eligibility for the emergency transfer.

A Tenant is eligible for an emergency transfer if:

1. The tenant (or their household member) is a victim of VAWA violence/abuse;
2. The tenant expressly requests the emergency transfer; **AND**
3. **EITHER**
 - a. The tenant reasonably believes that there is a threat of imminent harm from further violence, including trauma, if they (or their household member) stays in the same dwelling unit; **OR**
 - b. If the tenant (or their household member) is a victim of sexual assault, either the tenant reasonably believes that there is a threat of imminent harm from further violence, including trauma, if the tenant (or their household member) were to stay in the unit, or the sexual assault occurred on the premises and the tenant requested an emergency transfer within 90 days (including holidays and weekend days) of when that assault occurred.

The County and HUD-Program Supported Housing Providers, in response to an emergency transfer request, will not evaluate whether the tenant (Eligible Person) is in good standing with the HUD Program-Supported Housing as part of the assessment or provision of an emergency transfer. Whether or not a tenant is in good standing does not impact their ability to request an emergency transfer under VAWA.

Assisting HUD Program-Supported Housing Providers in Fulfilling Their VAWA Responsibilities

The County, through its contractual relationships with HUD Program-Supported Housing Providers, such as the Developers, Owners and/or Sponsors of HOME-assisted properties and ESG and CoC delegate agencies, will undertake to assist them in fulfilling their VAWA responsibilities generally. This will include:

- Adding requisite text concerning VAWA, including changes to tenant lease addenda and lease bifurcation text, to delegate agency agreements, HOME regulatory agreements, and the like;
- Ensuring that HUD Program-Supported Housing Providers give priority to Eligible Persons who qualify for an emergency transfer over other categories of tenants seeking transfers and individuals seeking placement on waiting lists;
- Maintaining a list of HOME-assisted units and making the list available to HUD Program-Supported Housing Providers and/or tenants requesting an emergency transfer;
- Seeking confirmation that covered housing providers have an emergency transfer plan in place, and that

they have provided all required VAWA information to all appropriate tenants and applicants; and collecting from covered housing providers all information that the County is required to collect under the implementing regulations.

To ensure that the County can meet these responsibilities, each HUD Program-Supported Housing provider must communicate with the County regarding VAWA compliance within its program. On an annual basis or when requested, typically during monitoring, HUD Program-Supported Housing providers must share the information included above, including any individualized Emergency Transfer Plan for the program, updated leasing documents, any tenant selection plan or other tenant prioritization plan, and any de-identified data regarding VAWA compliance as required under the law.

Emergency Transfer Policies

The County requires HUD Program-Supported Housing Providers to act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit.

When the HUD Program-Supported Housing provider reviews the Eligible Person's transfer request, it will inquire and document where the Eligible Person believes it would be reasonable and safe to transfer to.

Upon receipt of an Eligible Person's full request to emergency transfer, absent any conflicting or missing information, the HUD Program-Supported Housing provider will approve or disapprove the Eligible Person's request within five business days.

Upon approving a request for emergency transfer, the HUD Program-Supported Housing provider will attempt to identify an alternative dwelling unit or placement, exhausting all resources available. The HUD Program-Supported Housing provider will confirm whether it has available internal units (utilizing the resources available through the current program or other programs that are County-funded within its housing portfolio) within five business days and communicate with the Eligible Person to determine if any of the available units are safe and reasonable to move to. If the unit is a safe unit for the Eligible Person, the HUD Program-Supported Housing provider will coordinate with its staff and the Eligible Person to coordinate the emergency transfer. If a HUD Program-Supported Housing provider identifies an available unit and the Eligible Person believes that unit would not be safe, they may request a transfer to a different unit.

To request an emergency transfer, the Eligible Person should follow the procedures listed for the particular HUD Program that provides the Eligible Person's housing. Information specific to each program should also be listed in the Eligible Person's lease and/or notice for reference. Please also see the Emergency Transfer Request Documentation section below.

An Eligible Person who requests an emergency transfer due to VAWA violence/abuse is considered a high-priority transfer and HUD Program-Supported Housing providers should make all attempts to expedite the move process. Eligible Persons who qualify for an emergency transfer under VAWA will be given priority over other categories of tenants seeking transfers and individuals seeking placement on waiting lists. HUD Program-Supported Housing providers should update their Tenant Selection Plans and other property-specific documents to be consistent with this definition and process for an internal transfer.

HUD Program-Supported Housing providers should provide copies of the document(s) that identify the

positions responsible for reviewing and approving emergency transfer requests, facilitating the emergency transfer process, and ensuring that VAWA requests are kept confidential and separate from main tenant files. HUD Program-Supported Housing providers should also be sure to account for staff turnover and rule changes by providing regular updates to tenants when the above positions change. HUD Program-Supported Housing providers will update these documents with the County annually, or whenever the position or policies surrounding emergency transfers changes.

Internal Transfers – When a Safe Unit is Immediately Available

If an Eligible Person requests an internal transfer, defined in this Plan as a transfer to any available and appropriate unit that the Eligible Person identifies as safe within the HUD Program-Supported Housing provider's property portfolio, the HUD Program-Supported Housing provider will facilitate the provision of VAWA protections for the Eligible Person as set out in the program-specific regulations below.

The County directs HUD Program-Supported Housing providers to treat emergency transfers within its housing portfolio, or another unit funded by the HUD Program-Supported Housing, as an internal transfer, where an Eligible Person will not be treated as a new applicant and will follow the timeline and procedures identified within this Plan. Even for these internal transfers, an Eligible Person may need to complete a housing application, sign a new lease, or complete other essential documentation to relocate to a new unit. However, they will not be treated as a new applicant, have to undergo an application process, and/or be added to a waitlist.

Internal Transfers – When a Safe Unit is Not Immediately Available

If an Eligible Person requests an internal transfer, defined in this Plan as a transfer to any available and appropriate unit that the Eligible Person identifies as safe within the HUD Program-Supported Housing provider's property portfolio, but the HUD Program-Supported Housing Provider does not have a safe unit available, the HUD Program-Supported Housing Provider shall give the Eligible Person priority over all others when the next unit becomes available. The HUD Program-Supported Housing Provider shall notify the County that no internal emergency transfer is available.

If the Eligible Person wishes to move forward with an external transfer in lieu of waiting for the next available unit to become available for an internal transfer, the HUD Program-Supported Housing Provider will support an external transfer for the Eligible Person, as outline below under "External Transfers".

The County recognizes an Eligible Person's right to choose a unit that is safe to them. The County is aware that nothing precludes an Eligible Person from seeking an internal emergency transfer and an external emergency transfer concurrently if a safe unit is not immediately available.

External Transfers

If the HUD Program-Supported Housing provider cannot transfer an Eligible Person within their property portfolio within a reasonable timeframe, or the available unit is not deemed safe by the Eligible Person, it will support the Eligible Person in connecting with an external transfer, as described within the procedures herein. HUD Program-Supported Housing providers will not penalize an Eligible Person requiring an external emergency transfer with any unlawful fees or penalties in relation to their required move and will comply with all federal, state, and local protections for survivors of VAWA violence/abuse, including the Illinois Safe Homes Act, the Fair Housing Act, and the Illinois Human Rights Act.

For external transfers, the HUD Program-Supported Housing provider cannot guarantee the timeframe in

which a new unit will be available beyond the Emergency Transfer Plan's requirement that the HUD Program-Supported Housing provider attempt to identify a new unit as quickly as possible. However, the HUD Program-Supported Housing provider should respond to the transfer request within five business days to update the Eligible Person on the process and anticipated time frame.

HUD Program-Supported Housing Provider's will provide Eligible Person's with referrals to community partners and assist in identifying external affordable housing options, which may be done, in part, through utilization of the County's 211 system. Outreach will also be made to Family Shelter Services of Metropolitan Family Services DuPage and other organizations aiding victims of domestic violence, dating violence, sexual assault, or stalking.

VAWA provisions do not supersede eligibility or other occupancy requirements that may apply under a covered housing program. HUD Program-Supported Housing Providers may be unable to transfer a tenant to a particular unit if the tenant cannot establish eligibility for that unit.

**Emergency Transfer Plan Procedures for each HUD Program-Supported Housing Program
*HOME Investment Partnerships (HOME) Program:***

If an Eligible Person in a HOME-assisted unit seeks VAWA protections under 24 CFR § 92.359, the request may be made through the Eligible Person's housing or facility owner, or manager. The owner of HOME-assisted rental housing must provide the Notice of Occupancy Rights under the Violence Against Women Act (Form HUD-5380) and HUD approved certification form (Form HUD-5382) described in 24 CFR 5.2005(a) to applicants and tenants upon admission or denied admission to a HOME-assisted unit, and with any notification of eviction from a HOME-assisted unit.

DuPage County operates a HOME Tenant-Based Rental Assistance (TBRA) program through Subrecipient agencies which are also HUD Program-Supported Housing Providers. These Subrecipient HUD Program-Supported Housing Providers must similarly provide the Notice of Occupancy Rights under the Violence Against Women Act (Form HUD-5380) and HUD approved certification form (Form HUD-5382) described in 24 CFR 5.2005(a) to applicants and tenants for HOME TBRA when HOME TBRA rental assistance is approved or denied, with notification of termination of HOME TBRA, and with any notification of eviction.

These VAWA provisions do not supersede eligibility or other occupancy requirements that may apply. The HUD Program-Supported Housing Provider may be unable to transfer a tenant to a particular unit if the tenant cannot establish eligibility for that unit.

Emergency Solutions Grant (ESG) Program

If an Eligible Person in an ESG program seeks VAWA protections under 24 CFR § 576.409, the request may be made through the housing owners, or Eligible Person's ESG recipient or subrecipient administering ESG rental assistance, or HUD Program-Supported Housing Provider.

The recipient or subrecipient of ESG must provide the Notice of Occupancy Rights under the Violence Against Women Act (Form HUD-5380) and HUD approved certification form (Form HUD-5382) described in 24 CFR 5.2005(a) to applicants and tenants when denied ESG rental assistance, when an application for a unit receiving project-based rental assistance is denied, when ESG rental assistance begins to be received, upon notification of termination of ESG rental assistance, and upon notification of eviction.

As of the drafting of this Plan, the County nor its ESG subrecipient's provide ESG funding in the form of project-based rental assistance. If a tenant resides in a project-based rental assistance unit and a safe unit is not immediately available for an internal emergency transfer, the tenant shall have priority over all other applicants for tenant-based rental assistance, utility assistance, and units for which project-based rental assistance is provided.

If a household receives tenant-based rental assistance and must separate because of an emergency transfer and if the non-transferring family members were on the original lease, then they will continue to receive tenant-based rental assistance, for which they are eligible. If a household receives tenant-based rental assistance and must separate because of an emergency transfer and if the non-transferring family members were not on the original lease, then they may apply for ESG tenant-based rental assistance but will not receive any priority.

These VAWA provisions do not supersede eligibility or other occupancy requirements that may apply. The HUD Program-Supported Housing Provider may be unable to transfer a tenant to a particular unit if the tenant cannot establish eligibility for that unit.

Continuum of Care (CoC)

The CoC has adopted this DuPage County Consortium Emergency Transfer Plan, and recipients and subrecipients in the CoC must follow this plan. If an Eligible Person in a CoC program seeks VAWA protections under 24 CFR § 578.99(j), the request may be made through the owner or landlord, recipient, or subrecipient of CoC program funding.

For CoC-assisted housing arrangements, the Eligible Person or family shall have priority over all other applicants for rental assistance, transitional housing, and permanent supportive housing projects funded under the CoC program, provided that: the Eligible Person or family meets all eligibility criteria by Federal law or regulation or HUD NOFA; and the Eligible Person or family meets any additional criteria or preferences established in accordance with 24 CFR 578.93(b)(1), (4), (6), or (7). The Eligible Person or family shall not be required to meet any other eligibility criteria or preferences for the project. The Eligible Person or family shall retain their original homeless or chronically homeless status for the purposes of the transfer.

The CoC recipient must provide the Notice of Occupancy Rights under the Violence Against Women Act (Form HUD-5380) and HUD approved certification form (Form HUD-5382) to applicants and tenants upon denial of permanent or transitional housing, upon admission to permanent or transitional housing, upon notification of eviction, and upon notification of termination of assistance.

If a family who is receiving tenant-based rental assistance separates to effect an emergency transfer, the family's tenant-based rental assistance and any utility assistance shall continue for the family member(s) who are not evicted or removed. If a family living in permanent supportive housing separates and the family's eligibility for the housing was based on the evicted individual's disability or chronically homeless status, the remaining tenants may stay in the project as provided under § 578.75(j). Otherwise, if a family living in a project funded under this part separates under 24 CFR 5.2009(a), the remaining tenant(s) will be eligible to remain in the project.

These VAWA provisions do not supersede eligibility or other occupancy requirements that may apply under a covered housing program. The HUD Program-Supported Housing Provider may be unable to transfer a tenant to a particular unit if the tenant cannot establish eligibility for that unit.

Emergency Transfer Request Documentation

To request an emergency transfer, the tenant shall notify staff of their HUD Program-Supported Housing Provider, which includes staff on-site at the property. Staff shall immediately notify the Eligible Person of their right to an emergency transfer by making available a copy of the HUD-5383 *Emergency Transfer Request for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking*, in the primary language of the tenant. If the HUD Program-Supported Housing Provider does not already have documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking, the HUD Program-Supported Housing Provider may ask for this documentation in accordance with 24 CFR 5.2007. Unless the HUD Program-Supported Housing Provider receives documentation that contains conflicting information, as described in 24 CFR 5.2007(b)(2), the HUD Program-Supported Housing Provider cannot require third-party documentation to determine status as a VAWA victim for emergency transfer eligibility. The HUD Program-Supported Housing Provider will provide reasonable accommodations to this policy for individuals with disabilities.

The tenant's written request for an emergency transfer must include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence, including trauma, if the tenant (or household member) stays in the same dwelling unit; OR
2. In the case of a tenant (or household member) who is a victim of sexual assault, **either** a statement that the tenant reasonably believes there is a threat of imminent harm from further violence or trauma if the tenant (or household member) stays in the same dwelling unit), **or** a statement that the sexual assault occurred on the premises and the tenant requested an emergency transfer within 90 days (including holidays and weekend days) of when the assault occurred.

Form HUD-5383 *Emergency Transfer Request for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking* may be used for making a written request for an emergency transfer.

The HUD Program-Supported Housing Provider may request, in writing, documentation of VAWA violence or abuse. It is at the discretion of the tenant what documentation to provide. The tenant shall have a minimum of 14 days to provide documentation. The HUD Program-Supported Housing Provider is in no way required to request documentation. The following are acceptable forms of documentation:

- Form HUD-5382 *Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation*, which asks your name and the perpetrator's name (if known and safe to provide);
- A document signed by a victim service provider, attorney, mental health professional, or medical professional who has helped the tenant address the VAWA violence/abuse. The professional must state "under penalty of perjury" that he/she/they believe in the occurrence of the incident of VAWA violence/abuse and that it is covered by VAWA. Both the tenant and the professional must sign the statement;
- A police, administrative, or court record (such as a protective order) that shows the tenant (or a household member) are a victim of VAWA violence/abuse; or
- If permitted by the HUD Program-Supported Housing Provider, a statement or other evidence provided by the tenant.

Priority for Transfers

Due to the urgent safety risks involved in VAWA violence/abuse, Eligible Persons who qualify for an emergency transfer under VAWA will be given priority over other categories of tenants seeking transfers and individuals seeking placement on waiting lists. These priorities are also noted above under the

Emergency Transfer Procedures section.

Confidentiality

If a tenant inquires about or requests any VAWA protections or represents that they or a household member are a victim of VAWA violence/abuse entitled to VAWA protections, the HUD Program-Supported Housing Provider and/or County must keep any information they provide concerning the VAWA violence/abuse, their request for an emergency transfer, and their or a household member's status as a victim strictly confidential. This information should be securely and separately kept from tenant files. All the information provided by or on behalf of the tenant to support an emergency transfer request, including information on the *Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking* (HUD-5382) and the *Emergency Transfer Request for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking* (HUD-5383) (collectively referred to as "Confidential Information") may only be accessed by the HUD Program-Supported Housing Provider and/or County employees or contractors if explicitly authorized by the HUD Program-Supported Housing Provider and/or County for reasons that specifically call for those individuals to have access to that information under applicable Federal, State, or local law.

Confidential information must not be entered into any shared database or disclosed to any other entity or individual, except if:

- Written permission by the victim in a time-limited release;
- Required for use in an eviction proceeding or hearing regarding termination of assistance; or
- Otherwise required by applicable law.

In addition, HUD's VAWA regulations require emergency transfer plans to provide strict confidentiality measures to ensure that the location of the victim's dwelling unit is never disclosed to a person who committed or threatened to commit the VAWA violence/abuse. Accordingly, for tenant-based subsidies provided by HUD Program-Supported Housing, providers must also maintain confidentiality and consider safety risks and concerns in communicating with landlords working with their program.

Emergency Transfer Procedure

The County and HUD Program-Supported Housing Providers cannot specify how long it will take from the time a transfer request is approved until the tenant can be placed in a new, safe unit. HUD Program-Supported Housing Providers will, however, act as quickly as possible to assist a tenant who qualifies for an emergency transfer. If a HUD Program-Supported Housing Provider identifies an available unit and the tenant believes that unit would not be safe, the tenant may request a transfer to a different unit. HUD Program-Supported Housing Providers may be unable to transfer a tenant and their household to a particular unit if the tenant and their household have not established or cannot establish eligibility for that unit.

If HUD Program-Supported Housing Providers do not have any safe and available units for which the tenant is eligible, HUD Program-Supported Housing Providers will assist the tenant in identifying other covered housing providers who may have safe and available units to which the tenant could move. At the tenant's request, HUD Program-Supported Housing Providers will also assist the tenant in contacting the local organizations offering assistance to victims of VAWA violence/abuse that are referenced in this plan.

Making the Emergency Transfer Plan Available

The County will make this Emergency Transfer Plan available upon request and publicly available as part

of the CDC's Policy Manual, which can be found on the County's website:

https://www.dupagecounty.gov/government/departments/community_services/municipalities_and_non-profits/community_development_commission/policy_groups_meetings_and_manual.php

Upon request, reasonable accommodations will be provided to ensure effective communication with individuals with disabilities. This Emergency Transfer Plan and referenced HUD forms will be made available in alternative accessible forms for persons with disabilities, upon request. VAWA forms will also be available in languages outlined in the County's Language Access Plan.

Safety and Security of Tenants

When HUD Program-Supported Housing Providers receives any inquiry or request regarding an emergency transfer, the HUD Program-Supported Housing Provider will encourage the person making the inquiry or request to take all reasonable precautions to be safe, including seeking guidance and assistance from a victim service provider. However, tenants are not required to receive guidance or assistance from a victim service provider. For additional information on VAWA and to find help in your area, visit <https://www.hud.gov/vawa>.

National Resources

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline by calling 1-800-799-SAFE (7233), via text by texting "START" to 88788, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, the National Domestic Violence Hotline can be accessed through the webpage <https://www.thehotline.org/>, via text by texting "START" to 88788, or by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's (RAINN) National Sexual Assault Hotline at 800-656-HOPE (4673), may text "HOPE" to 64673, or visit the online hotline at <https://rainn.org/help-and-healing/hotline/>.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime Victim Connect Resource Center by calling or texting 1-855-4VICTIM (855-484-2846) or by visiting the webpage at <https://victimconnect.org/>.

Local Resources

Domestic Violence – Safety Planning, Emergency Shelter, No Contact Orders, etc.
Family Shelter Service of Metropolitan Family Services DuPage
Hotline: 630-469-5650

Sexual Violence – Safety Planning, Advocacy, No Contact Orders, etc.
YWCA Metropolitan Chicago
Hotline: 888-293-2080



HS Requisition \$30,000 and Over

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: HS-P-0001-26

Agenda Date: 1/6/2026

Agenda #: 6.G.

AWARDING RESOLUTION
ISSUED TO FAMILY SHELTER SERVICE, INC.
TO PROVIDE ADVOCACY SERVICES TO
VICTIMS OF DOMESTIC VIOLENCE
(CONTRACT TOTAL AMOUNT \$85,000.00)

(Under the administrative direction of the Department of Community Services)

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a contract purchase order providing a total of \$85,000 (EIGHTY FIVE THOUSAND AND NO/100 DOLLARS) to Family Shelter Service for professional services to provide advocacy services to victims of domestic violence for the period December 1, 2025 through November 30, 2026, for Community Services.

NOW, THEREFORE BE IT RESOLVED, that contract covering said, for professional services to provide advocacy services to victims of domestic violence for the period December 1, 2025 through November 30, 2026, for Community Services, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Family Shelter Service, 605 East Roosevelt Road, Wheaton, IL 60187, for a contract total amount not to exceed \$85,000.00 (EIGHTY FIVE THOUSAND AND NO/100 DOLLARS).

Enacted and approved this 13th day of January, 2026 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



Procurement Review Comprehensive Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$85,000.00
COMMITTEE: Human Services	TARGET COMMITTEE DATE: 01/06/2026	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$85,000.00
	CURRENT TERM TOTAL COST: \$85,000.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Family Shelter Service	VENDOR #: 10111	DEPT: Community Services	DEPT CONTACT NAME: Karen Graczyk
VENDOR CONTACT: Janet Ortega	VENDOR CONTACT PHONE: 630-784-4947	DEPT CONTACT PHONE #: 630-407-6543	DEPT CONTACT EMAIL: karen.graczyk@dupagecounty.gov
VENDOR CONTACT EMAIL: Ortegaj@metrofamily.org	VENDOR WEBSITE: www.metrofamily.org/fssofmsd	DEPT REQ #:	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Professional services to provide advocacy services to victims of domestic violence.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished This is the only agency within DuPage County that provides specific services to domestic violence victims and their children, in the area of victim court advocacy, follow up on police reported incidences of domestic violence, and to provide training to DuPage County staff			

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
OTHER PROFESSIONAL SERVICES (DETAIL SELECTION PROCESS ON DECISION MEMO)	

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. Family Shelter Service is the only full service domestic violence agency in DuPage County and has an office and presence in the DuPage County Judicial Office Facility as well.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). It is recommended that the agreement with Family Shelter Service be continued. They have a long term association with DuPage County for over twenty years assisting with domestic violence victim safety. If we don't assist financially, they may not be able to maintain all the services they provide. They may have to take their services to another county for financial needs.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement.
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Family Shelter Service	Vendor#: 10111	Dept: Community Services	Division:
Attn: Janet Ortega	Email: Ortegaj@metrofamily.org	Attn: Karen Graczyk	Email: karen.graczyk@dupagecounty.gov
Address: 222 East Willow Ave	City: Wheaton	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60187	State: IL	Zip: 60187
Phone: 630-784-4947	Fax: 630-221-8098	Phone: 630-407-6543	Fax: 630-407-6501
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Family Shelter Service	Vendor#: 10111	Dept: Community Services	Division: Admin
Attn: Janet Ortega	Email: Ortegaj@metrofamily.org	Attn: Karen Graczyk	Email: karen.graczyk@dupagecounty.gov
Address: 222 East Willow	City: Wheaton	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60187	State: IL	Zip: 60187
Phone: 630-784-4947	Fax: 630-221-8098	Phone: 630-407-6543	Fax: 630-407-6501
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 1, 2025	Contract End Date (PO25): Nov 30, 2026

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Court advocacy to domestic violence victims and their childre	FY26	1000	1750	53090		85,000.00	85,000.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 85,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

**AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND FAMILY SHELTER SERVICE, INC.
FOR PROFESSIONAL CONSULTING SERVICES**

AGREEMENT, made this 1st day of December, between COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the "COUNTY") and Family Shelter Service, Inc., a not-for-profit corporation licensed to do business in the State of Illinois, with offices at 605 East Roosevelt Road, Wheaton, Illinois (hereinafter referred to as the "CONSULTANT").

RECITALS

WHEREAS, the Illinois General Assembly has granted the County of DuPage authority to make all contracts and do all other acts in relation to the property and concerns of the county necessary to the exercise of its corporate powers (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1005); and

WHEREAS, the COUNTY requires professional services to provide advocacy services for victims of family violence; and

WHEREAS, the CONSULTANT has experience and expertise in this area, is in the business of providing such professional services and is willing to perform the required services for an amount not to exceed Eighty-Five Thousand and 00/100 dollars (\$85,000.00); and

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION AND CONSTRUCTION.

- 1.1 All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.
- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

2.0 SCOPE OF SERVICES.

- 2.1 Services are to be provided by the CONSULTANT according to the specifications in the scope of work, specified as Exhibit "A," attached hereto, which is hereby incorporated by reference.
- 2.2 The relationship of CONSULTANT to COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be

construed to create an agency, employment, joint venture relationship, or any other relationship allowing COUNTY to exercise control or direction over the manner or method by which CONSULTANT or its subcontractors provide services hereunder.

- 2.3 The COUNTY may, from time to time, request changes in the Scope of Services. Any such changes, including any increase or decrease in the CONSULTANT'S fees shall be documented by an amendment to this AGREEMENT in accordance with Article 14.0 below.

3.0 NOTICE TO PROCEED

- 3.1 Authorization to proceed with tasks described in Exhibit "A" shall be given on behalf of the COUNTY by the Director of Human Services of the COUNTY, (hereinafter referred to as the "Director"), in the form of a written notice to proceed following execution of the AGREEMENT by the County Board Chairman.
- 3.2 In addition to the Notice to Proceed, the Director, or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by CONSULTANT, as provided for in this AGREEMENT, including, but not limited to, acts performed in accordance with Paragraphs 4.1, 5.2, 6.4, 7.1, 8.2 and 8.3.

4.0 TECHNICAL SUBCONSULTANTS

- 4.1 The prior written approval of the COUNTY shall be required before CONSULTANT hires any technical subconsultants to complete COUNTY ordered tasks, which consent shall not be unreasonably withheld.
- 4.2 Any subconsultant(s) hired by the CONSULTANT shall be supervised by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said subconsultant, or subconsultants, in the same manner and with the same liability as if performed by the CONSULTANT.

5.0 TIME FOR PERFORMANCE

- 5.1 The COUNTY is not liable and will not pay the CONSULTANT for any work performed before December 1, 2025.
- 5.2 Unless otherwise defined in the Scope of Services or attached hereto as Exhibit "B," the CONSULTANT shall submit a schedule for completion of the project within ten (10) days of commencement under subparagraph 5.1. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed in accordance with the

schedule as accepted, but in no event later than November 30, 2026, unless the term of this AGREEMENT is extended in accord with Paragraph 14.1 below.

6.0 COMPENSATION

- 6.1 The COUNTY shall pay the CONSULTANT for services rendered during the term of this AGREEMENT and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT. Unless this AGREEMENT is terminated pursuant to Article 16.0, all Services shall be completed and deliverables submitted on or before November 30, 2026. In the event of early termination of this AGREEMENT, the COUNTY shall only be obligated for any fees incurred up to the date of termination. In no event shall the COUNTY be liable for any costs incurred or Services performed after the termination date.
- 6.2 For work performed, the COUNTY shall pay CONSULTANT in accord with the Schedule of Fees attached and incorporated hereto as Exhibit "C" and as set forth in the following paragraphs. The CONSULTANT may not charge the COUNTY for direct expenses not provided for in the Schedule of Fees. If CONSULTANT overcharges, in addition to all other remedies, the COUNTY is entitled to a refund in the amount of the overcharges, plus interest at the rate of one percent (1%) per month from the date the overcharge was paid by the COUNTY until the date refund is made. The COUNTY has the right to offset any overcharge against any amounts due to CONSULTANT under this or any other AGREEMENT between CONSULTANT and COUNTY, and at the COUNTY'S sole option, the right to declare CONSULTANT in default under this AGREEMENT.
- 6.3 The CONSULTANT shall submit its progress reports for tasks completed and services rendered to the COUNTY on a not more often than monthly basis. Each progress report shall summarize the tasks performed, the budgeted hours and money for the pay period per task, the actual hours and money spent during the pay period per task, personnel used per task, and the percentage completed for each task.
- 6.4 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under any circumstances exceed Eighty-Five Thousand and 00/100 dollars (\$85,000.00). In the event the COUNTY directs CONSULTANT to do work which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work unless this AGREEMENT is modified pursuant to Article 14.0.
- 6.5 Upon receipt, review and approval of properly documented progress reports, the COUNTY shall pay, or cause to be paid, to the

CONSULTANT the amounts requested, provided that the amounts requested together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause. The COUNTY reserves the right to hold back a sum equal to not more than five percent (5%) of the total contract sum, being Forty-Two Hundred and 50/100 dollars (\$4,250.00) to ensure performance. The COUNTY shall not be required to pay CONSULTANT more often than monthly.

- 6.6 Final payment will be made to the CONSULTANT upon receipt, review and acceptance of all deliverables specified in Exhibit "B" of this AGREEMENT.

7.1 DELIVERABLES

- 7.1 The CONSULTANT shall provide the COUNTY on or before the termination of this AGREEMENT, the deliverables specified in Exhibit "B" of this AGREEMENT, attached hereto, which is hereby incorporated by reference. The deliverables shall be furnished in accordance with the schedule accepted under Article 5.0 above, and in any event, shall be promptly delivered to the COUNTY upon expiration or termination of the AGREEMENT.

8.0 CONSULTANT'S INSURANCE

- 8.1 The CONSULTANT shall maintain, at its sole expense, insurance coverage including:
- 8.1.a Worker's Compensation Insurance in the statutory amounts.
 - 8.1.b Employer's Liability Insurance in an amount not less than Five Hundred Thousand and 00/100 dollars (\$500,000.00) each accident and injury and Five Hundred Thousand and 00/100 dollars (\$500,000.00) each employee/disease.
 - 8.1.c Commercial (Comprehensive) General Liability Insurance, (including contractual liability) with limits of not less than One Million and 00/100 dollars (\$1,000,000.00) per occurrence bodily injury/property damage combined single limit; Two Million and 00/100 dollars (\$2,000,000.00) excess liability coverage in the annual aggregate injury/property damage combined single limit.
- 8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT'S Certificates of Insurance before commencing work. Upon the written request of the COUNTY, the

CONSULTANT shall provide copies of the above Insurance Policies to the COUNTY within ten (10) days of the request.

- 8.3 The insurance required to be purchased and maintained by CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to COUNTY.
- 8.4 CONSULTANT'S insurance required by Paragraphs 8.1.c, above, shall name the COUNTY, its officers, employees and agents as additional insured parties. The Certificate of Insurance shall state: "The County of DuPage, its officers, employees and agents are named as additional insureds as defined in the Commercial (Comprehensive) General Liability Insurance policy with respect to claims arising from CONSULTANT'S performance under this AGREEMENT."

9.0 INDEMNIFICATION

- 9.1 The CONSULTANT shall indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the CONSULTANT'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT.
- 9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the COUNTY, under this paragraph or paragraph 9.1, is to be appointed a Special Assistant State's Attorney, as provided in 55 ILCS 5/3-9008. The COUNTY'S participation in its defense shall not remove CONSULTANT'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.
- 9.3 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided CONSULTANT'S indemnification of COUNTY shall survive the termination, or expiration, or this AGREEMENT.

10.0 SATISFACTORY PERFORMANCE

- 10.1 The CONSULTANT'S, and subconsultant(s), standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets or exceeds the quality and standards commonly accepted in the industry.
- 10.2 The CONSULTANT'S services shall be performed in a manner consistent with customary skill and care of its profession.
- 10.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or subconsultant(s), in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY.
- 10.4 Acceptance of the work shall not relieve the CONSULTANT of the responsibility for the quality of its work, nor its liability for loss or damage resulting therefrom.

11.0 CONFLICT OF INTEREST

- 11.1 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of CONSULTANT'S services under this AGREEMENT.

12.0 OWNERSHIP OF DOCUMENTS

- 12.1 The CONSULTANT agrees that all survey data, reports, drafting, studies, specifications, estimates, maps, computations and all other deliverables prepared for the COUNTY under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY as provided in Paragraph 7.1. In the event any of the above items are lost or damaged while in CONSULTANT'S possession, such items shall be restored or replaced at CONSULTANT'S expense.
- 12.2 The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the COUNTY which shall have the right to use the same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this AGREEMENT.
- 12.3 In the performance of Services, CONSULTANT may have access to

certain information that is not generally known to others (“CONFIDENTIAL INFORMATION”). CONSULTANT agrees not to use or disclose to any third party, except in the performance of Services, any CONFIDENTIAL INFORMATION or any records, reports, or documents prepared or generated as a result of this AGREEMENT without the prior written consent of the COUNTY. CONSULTANT shall not issue publicity news releases or grant press interviews, except as may be required by law, during or after the performance of the Services, nor shall CONSULTANT disseminate any information regarding Services without prior written consent of the COUNTY. CONSULTANT agrees to cause its personnel, staff and/or subcontractors, if any, to undertake the same obligations of confidentiality agreed to by CONSULTANT under this AGREEMENT. The terms of this Paragraph 12.3 shall survive the expiration or termination of this AGREEMENT.

- 12.4 The COUNTY acknowledges that the use of information that becomes the property of the COUNTY pursuant to Paragraph 12.2, for purposes other than those contemplated in this AGREEMENT, shall be at the COUNTY’S sole risk.
- 12.5 The CONSULTANT may, at its sole expense, reproduce and maintain copies of deliverables provided to COUNTY.

13.0 COMPLIANCE WITH STATE AND OTHER LAWS

- 13.1 The CONSULTANT, and subconsultant(s), shall comply with Federal, State, COUNTY and local statutes, ordinances and regulations, and will obtain permits, or other mandated approvals, whenever applicable, in the performance of Services under this AGREEMENT. Further, CONSULTANT shall comply with all COUNTY policies and rules, including, but not limited to, criminal background checks.
- 13.2 The CONSULTANT, and subconsultant(s), shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, age, handicap, or national origin, or otherwise commit and unfair employment practice. CONSULTANT shall comply with Executive Order 11246, entitled, “Equal Employment Opportunity,” as amended by U.S. Department of Labor regulations (41 CFR Part 60) and the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/-101, *et seq.*, and with all rules and regulations established by the Department of Human Rights.
- 13.3 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, *et seq.*; and further certifies that it has not been barred from contracting with a unit of State or

local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3).

14.0 MODIFICATION OR AMENDMENT

a

14.1 The parties may modify or amend the terms of this AGREEMENT only by written document duly executed by both parties.

14.2 The CONSULTANT acknowledges receipt of a copy of the COUNTY'S Purchasing Procedures and Guidelines Ordinance, which is hereby incorporated in this AGREEMENT, and has had an opportunity to review it. CONSULTANT agrees to submit change orders in accordance with said Ordinance.

15.0 TERM OF THIS AGREEMENT

15.1 The term of this AGREEMENT shall begin on December 1, 2025, and shall continue in full force and effect until the earlier of the following occurs:

(a) The termination of this AGREEMENT in accordance with the terms of Article 16.0, or

(b) November 30, 2026, or to a new date agreed upon by the parties.

(c) The completion by the CONSULTANT and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before November 30, 2026.

15.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b), above. The COUNTY is not liable and will not pay the CONSULTANT for any work performed after the expiration or termination of this AGREEMENT.

16.0 TERMINATION

16.1 Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause upon serving thirty (30) days prior written notice upon the other party, except in the event of CONSULTANT'S insolvency, bankruptcy, or receivership, in which case termination shall be effective immediately upon receipt of notice.

- 16.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination.
- 16.3 Upon termination of this AGREEMENT, all data, work products, reports and documents produced, because of this AGREEMENT shall become the property of the COUNTY. Further, CONSULTANT shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.

17.0 ENTIRE AGREEMENT

- 17.1 This AGREEMENT, including matters incorporated herein, contains the entire agreement between the parties.
- 17.2 There are no other covenants, warranties, representations, promises, conditions or understandings, either oral or written, other than those contained herein.
- 17.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.
- 17.4 In the event of a conflict between the terms or conditions of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

18.0 ASSIGNMENT

- 18.1 This AGREEMENT may be assigned by either party provided, however, such an assignment shall first be approved, in writing, by the other party.

19.0 SEVERABILITY

- 19.1 In the event any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

20.0 GOVERNING LAW

- 20.1 This AGREEMENT shall be governed by the laws of the State of Illinois as to both interpretation and performance.

- 20.2 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the 18th Judicial Circuit Court, DuPage County, Wheaton, Illinois.

21.0 NOTICES

- 21.1 Any required notice shall be sent to the following addresses and parties:

County of DuPage
421 North County Farm Road
Wheaton, IL 60187
Fax: 630-407-6501
Attn: Mary Keating, Director of Community Services

Family Shelter Service, Inc.
605 East Roosevelt Road
Wheaton, IL 60187
Fax: 630-221-8098
Attn: Nicole Carlos, Acting Executive Director

- 21.2 All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (b) served by facsimile transmission during regular business hours; or (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices served personally or by facsimile transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph, and without compliance with the amendment procedures set forth in Paragraph 14.1, above.

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH

- 22.1 The parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT. Further, the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this AGREEMENT with respect to a different breach.

23.0 FORCE MAJEURE

- 23.1 Neither party shall be liable for any delay or non-performance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires, or

natural disasters.

24.0 REPRESENTATIONS AND WARRANTIES OF CONSULTANT

- 24.1 CONSULTANT represents and warrants that the following shall be true and correct as of the effective date of this AGREEMENT and shall continue to be true and correct during the Term of this AGREEMENT.
- 24.2 Licensed Professionals. Services required to be performed by professionals shall be performed by professionals licensed to practice by the State of Illinois in the applicable professional discipline.
- 24.3 Good Standing. CONSULTANT is not in default and has not been deemed by the COUNTY to be in default under any other AGREEMENT with the COUNTY during the five (5) year period immediately preceding the effective date of this AGREEMENT.
- 24.4 Authorization. In the event CONSULTANT is an entity other than a sole proprietorship, CONSULTANT represents that it has taken all action necessary for the approval and execution of this AGREEMENT, and execution by the person signing on behalf of the CONSULTANT is duly authorized by CONSULTANT and has been made with complete and full authority to commit CONSULTANT to all terms and conditions of this AGREEMENT which shall constitute valid, binding obligations of CONSULTANT.
- 24.5 Gratuities. No payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act, was made by, on behalf of, or to CONSULTANT in relation to this AGREEMENT or as an inducement for the award of this AGREEMENT.

IN WITNESS OF, the parties set their hands and seals as of the date first written above.

COUNTY OF DUPAGE

FAMILY SHELTER SERVICE, INC.

Signature on file

BY: _____
DEBORAH A. CONROY
CHAIR, DUPAGE COUNTY BOARD

BY: _____
NICOLE CARLOS
ACTING EXECUTIVE DIRECTOR

ATTEST BY:

ATTEST BY:
Signature on file

JEAN KACZMAREK
COUNTY CLERK

JANET ORTEGA
PROGRAM DIRECTOR

EXHIBIT A SCOPE OF SERVICES

This exhibit includes the scope of work for the services of Family Shelter Service, Inc. consisting of providing advocacy for victims of family violence and provision of other related services to the DuPage County Department of Human Services as herein described.

CONSULTANT shall provide the following:

1. Advocates employed by CONSULTANT will follow up on police-reported incidents of domestic violence, hereinafter referred to as Police Responses. Advocates will contact victims following a police report in order to assess safety, provide information about legal remedies, CONSULTANT'S programs, and community resources. CONSULTANT will also offer emotional support.
2. Advocates employed by CONSULTANT will provide assistance to victims of domestic violence seeking Orders of Protection. Advocates will support victims throughout the court process, including both the Emergency Order of Protection and the Plenary Order.
3. Advocates employed by CONSULTANT will provide support to victims throughout the Bond Court and Criminal Court process, as needed and as staffing permits.
4. CONSULTANT will provide the 40-Hour Domestic Violence Training at no charge to COUNTY employees as requested.
5. CONSULTANT will develop outcomes for the above-described services and report to COUNTY in a form acceptable to COUNTY.

The COUNTY and CONSULTANT shall coordinate all activities undertaken pursuant to this AGREEMENT in accordance with the following:

1. CONSULTANT'S Domestic Violence Program Director and COUNTY'S Director of the Family Center will coordinate efforts to refine the referral process between the OOP Courtroom and Supervised Visits and Neutral Exchange Program at the Family Center.
2. CONSULTANT'S Domestic Violence Program Director and COUNTY'S Director of the Family Center will coordinate the effort to provide information to victims of domestic violence and to facilitate the referral process to CONSULTANT'S programs.

3. The clinical staff of COUNTY'S Family Center and CONSULTANT'S advocacy staff shall identify further opportunities for collaboration and implement cross-training.
4. Advocates employed by CONSULTANT will facilitate referrals to other CONSULTANT programs, such as emergency shelter and intermediate housing, individual and group counseling, support and education groups for adults and children, and 24-hour hotline for victims of domestic violence in DuPage County.

EXHIBIT B DELIVERABLES

Deliverables shall consist of reports on the outcomes of services provided and coordination activities. CONSULTANT shall submit all reports to COUNTY before final payment is made by COUNTY pursuant to this AGREEMENT.

CONSULTANT shall report on the outcomes of the services provided by CONSULTANT in accordance with the following:

1. Outcome: 90% of victims of domestic violence who obtain an Emergency Order of Protection will report that the information and support provided by advocates employed by CONSULTANT assisted them in securing their personal safety.

Measures:

- Clients report having a safety plan
- Clients report knowing how to enforce their Emergency Order of Protection

2. Outcome: 90% of victims of domestic violence surveyed at the time of their hearing to request a Plenary Order of Protection will report they “agree” or “strongly agree” they are satisfied with the services provided to them by the advocates employed by the CONSULTANT.

Measures:

- Clients report that they “strongly agree” or “agree” the CONSULTANT’S advocates made them feel more supported when having to go to court.
- Clients report that they “strongly agree” or “agree” the CONSULTANT’S advocates explained things in a way they understood.
- Clients report that they “strongly agree” or “agree” the CONSULTANT’S advocates helped them know more ways to plan for their safety.

3. Outcome: 90% of victims of domestic violence who have contact with CONSULTANT as a result of a Police Response will report that they have knowledge of ways to increase their safety.

Measures:

- Clients report knowledge of how to obtain an Order of Protection
- Clients report knowledge of services offered by CONSULTANT
- Clients report having discussed a safety plan with CONSULTANT

CONSULTANT shall report on coordination activities as described in Exhibit A, Scope of Services.

**EXHIBIT C
SCHEDULE OF FEES**

The CONSULTANT will bill the COUNTY for all tasks, assignments, and work performed in accordance with the following costs and payment terms.

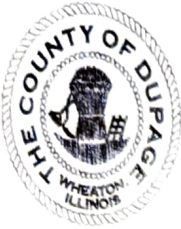
Project Cost:

The Project Cost shall not exceed Eighty-Five Thousand (\$85,000.00) and 00/100 dollars. COUNTY shall be responsible for payment of a maximum of Eighty-Five Thousand (\$85,000.00) and 00/100 dollars for the support of activities described in Exhibit A, Scope of Services.

Payment Terms:

Requests for drawdown of payments shall be evidenced by monthly invoices for services based on the following rate schedule and showing hours worked by each category of position on each of the items listed in Exhibit A, Scope of Services.

Category	Hourly Rate
Domestic Violence Program Director	\$47.63
Domestic Violence Program Supervisor	\$36.70
Domestic Violence Court Advocate	\$24.65



DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	Metropolitan Family Services
CONTACT PERSON:	Nicole Carlos
CONTACT EMAIL:	cameronn@metrofamily.org

Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. The contractor, union, or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

Has the Bidder made contributions as described above?

☐ Yes

☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

All contractors and vendors who have obtained or are seeking contracts with the County shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

- ☐ Yes
- ☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner;
- 30 days prior to the optional renewal of any contract;
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text of the County's Ethics Ordinance is available at:

[Ethics | DuPage Co, IL](#)

The full text of the County's Procurement Ordinance is available at:

[ARTICLE VI. - PROCUREMENT | Code of Ordinances | DuPage County, IL | Municode Library](#)

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Signature on file

Printed Name: Theresa C. Nihill Signature: _____

Title: Chief Operating Officer Date: 12/11/25



HS Change Order with Resolution

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: HS-CO-0001-26

Agenda Date: 1/6/2026

Agenda #: 6.H.

AMENDMENT TO COUNTY CONTRACT 7791-0001 SERV
ISSUED TO HEALTHY AIR HEATING & AIR, INC.
FOR THE WEATHERIZATION PROGRAM
FOR COMMUNITY SERVICES
(INCREASE ENCUMBRANCE \$180,000)

WHEREAS, County Contract 7791-0001 SERV was approved by the DuPage County Board on July 8, 2025; and

WHEREAS, the Human Services Committee recommends changes as stated in the Change Order Notice to County Contract 7791-0001 SERV, issued to Healthy Air Heating & Air, Inc., for the Weatherization Program, for Community Services, for an increase in funding to the Program issued by the DCEO, and increase the contract by \$180,000 resulting in an amended contract total of \$315,000.

NOW, THEREFORE BE IT RESOLVED, that the County Board adopt the Change Order Notice to County Contract 7791-0001 SERV, issued to Healthy Air Heating & Air, Inc., for the Weatherization Program for Community Services, for an increase in funding to the Program issued by the DCEO and increase the contract by \$180,000 resulting in an amended contract total of \$315,000.

Enacted and approved this 13th day of January, 2026 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

REQUEST FOR CHANGE ORDER FORM

Procurement Services Division

Revised 10-01-2025

HS 1/6
FI+CB 1/13

Date: 12-08-25

File ID #: _____

Purchase Order #: 7791	Original Purchase Order Date: 07-01-25	Change Order #: 4	Department: Community Services
Vendor Name: Healthy Air Heating & Air Inc		Vendor #: 14166	Dept. Contact: Gina Strafford-Ahmed
Action Requested and Reason for Change Order Request: To increase total amount of PO as DCEO provided more funding for Weatherization program and as a result, volume of work assigned to the contractor increased. Increase the following lines: Line 2 - increase by \$90,000 Line 5 - increase by \$90,000			

IN ACCORDANCE WITH 720 ILCS 5/33E-9

- ☒ (A) Were not reasonably foreseeable at the time the contract was signed.
- ☐ (B) The change is germane to the original contract as signed.
- ☐ (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE

A	Starting Contract Value	\$135,000.00
B	Net \$ Change for Previous Change Order	\$0.00
C	Current Contract Amount (A + B)	\$135,000.00
D	Amount of this Change Order <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$180,000.00
E	New Contract Amount (C + D)	\$315,000.00
F	Cumulative Change Order Amount (B + D)	\$180,000.00
G	Cumulative Percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	133.33%

DECISION MEMO NOT REQUIRED - Check Applicable Box(es)

- ☐ Cancel Entire Order ☐ Close Contract ☐ Contract Extension (≤59 Days) ☐ Update Budget Code
- ☐ Change Budget Code From: _____ to: _____
- ☐ Increase/Decrease Quantity From: _____ to: _____
- ☐ Price Shows: _____ should be: _____ ☐ Move Funds Between Lines
- ☐ Decrease Remaining Encumbrance and Close Contract ☐ Increase Encumbrance and Close Contract ☐ Decrease Encumbrance ☐ Increase Encumbrance

DECISION MEMO REQUIRED - Check Applicable Box(es) and Fill In All Answers Below

- ☐ Contract Extension Greater Than 59 Days From _____ to: _____ ☐ Cancel Contract
- ☒ Cumulative Increase Greater Than \$10,000 (Row 'F' Above) ☐ Other - Explain In Summary Explanation Box Below

Summary Explanation - Provide a summary of the action. Explain why it is necessary and what is to be accomplished.

Grant funding increased for program from funder, awarded PO's need to be increased to expend funding and serve more residents.

Original Source Selection/Vetting Information - Describe method used to select source; for instance, bid, RFP, sole source, etc.

Bid # 24-099-WEX

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

1. Increase PO by \$180,000 so contractor can serve an additional 7-12 single family homes with Weatherization funding to make home more energy efficient.
2. Do not increase the PO and 7-12 households will not receive energy efficiency measures on their homes and the County will not be able to meet our grant deliverables.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number

FY26 5000 1400 25-401028 53090 \$90,000.00

FY26 5000 1430 25-221028 53090 \$90,000.00

APPROVALS - Initials Only

DK
Prepared By

6164
Phone Ext.

Dec 8, 2025
Date


Recommended for Approval

6444
Phone Ext.

12/22/25
Date


Reviewed by Procurement Officer

12/22/2025
Date

Completed by Buyer

Date

An updated Vendor Ethics Disclosure form has been requested.



HS Change Order with Resolution

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: HS-CO-0002-26

Agenda Date: 1/6/2026

Agenda #: 6.I.

AMENDMENT TO COUNTY CONTRACT 7792-0001 SERV
ISSUED TO MY GREEN HOUSE HVAC, LLC
FOR THE WEATHERIZATION PROGRAM
FOR COMMUNITY SERVICES
(INCREASE ENCUMBRANCE \$180,000)

WHEREAS, County Contract 7792-0001 SERV was approved by the DuPage County Board on July 8, 2025; and

WHEREAS, the Human Services Committee recommends changes as stated in the Change Order Notice to County Contract 7792-0001 SERV, issued to My Green House HVAC, LLC, for the Weatherization Program, for Community Services, for an increase in funding to the Program issued by the DCEO, and increase the contract by \$180,000 resulting in an amended contract total of \$315,000.

NOW, THEREFORE BE IT RESOLVED, that the County Board adopt the Change Order Notice to County Contract 7792-0001 SERV, issued to My Green House HVAC, LLC, for the Weatherization Program, for Community Services, for an increase in funding to the Program issued by the DCEO, and increase the contract by \$180,000 resulting in an amended contract total of \$315,000.

Enacted and approved this 13th day of January, 2026 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

REQUEST FOR CHANGE ORDER FORM

Procurement Services Division

Revised 10-01-2025

HS 116
FI+CB 1113

Date: 12-08-25

File ID #:

Purchase Order #: 7792	Original Purchase Order Date: 07-01-25	Change Order #: 2	Department: Community Services
Vendor Name: My Green House HVAC, LLC		Vendor #: 45320	Dept. Contact: Gina Strafford-Ahmed
Action Requested and Reason for Change Order Request: To increase total amount of PO as DCEO provided more funding for Weatherization program and as a result, volume of work assigned to the contractor increased. Increase the following lines: Line 2 - increase by \$90,000.00 Line 5 - increase by \$90,000.00			

IN ACCORDANCE WITH 720 ILCS 5/33E-9

- ☒ (A) Were not reasonably foreseeable at the time the contract was signed.
- ☐ (B) The change is germane to the original contract as signed.
- ☐ (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE

A	Starting Contract Value	\$135,000.00
B	Net \$ Change for Previous Change Order	\$0.00
C	Current Contract Amount (A + B)	\$135,000.00
D	Amount of this Change Order <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$180,000.00
E	New Contract Amount (C + D)	\$315,000.00
F	Cumulative Change Order Amount (B + D)	\$180,000.00
G	Cumulative Percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	133.33%

DECISION MEMO NOT REQUIRED - Check Applicable Box(es)

- ☐ Cancel Entire Order ☐ Close Contract ☐ Contract Extension (≤ 59 Days) ☐ Update Budget Code
- ☐ Change Budget Code From: _____ to: _____
- ☐ Increase/Decrease Quantity From: _____ to: _____
- ☐ Price Shows: _____ should be: _____ ☐ Move Funds Between Lines
- ☐ Decrease Remaining Encumbrance and Close Contract ☐ Increase Encumbrance and Close Contract ☐ Decrease Encumbrance ☐ Increase Encumbrance

DECISION MEMO REQUIRED - Check Applicable Box(es) and Fill In All Answers Below

- ☐ Contract Extension Greater Than 59 Days From _____ to: _____ ☐ Cancel Contract
- ☒ Cumulative Increase Greater Than \$10,000 (Row 'F' Above) ☐ Other - Explain In Summary Explanation Box Below

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Bid # 24-099-WEX

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

1. Increase PO by \$180,000 so contractor can serve an additional 7-12 single family homes with Weatherization funding to make home more energy efficient.
2. Do not increase the PO and 7-12 households will not receive energy efficiency measures on their homes and the County will not be able to meet our grant deliverables.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number

FY26 5000 1400 25-401028 53090 \$90,000.00

FY26 5000 1430 25-221028 53090 \$90,000.00

APPROVALS - Initials Only

DK
Prepared By

6164

Phone Ext.

Dec 8, 2025

Date



Recommended for Approval

6444

Phone Ext.

12/22/25

Date


Reviewed by Procurement Officer

Date

12/22/2025

Completed by Buyer

Date

An updated Vendor Ethics Disclosure form has been requested.



Care Center Requisition \$30,000 and Over

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: HS-P-0002-26

Agenda Date: 1/6/2026

Agenda #: 7.A.

AWARDING RESOLUTION ISSUED TO
CDW GOVERNMENT LLC
TO PROVIDE COMPUTER HARDWARE, PERIPHERALS, SOFTWARE
AND LICENSING AS NEEDED
FOR THE DUPAGE CARE CENTER
(CONTRACT TOTAL AMOUNT \$55,000.00)

WHEREAS, the County of DuPage by virtue of its power set forth in the Counties Code (55 ILCS 5/1-1001 *et seq.*) is authorized to enter into this Agreement; and

WHEREAS, pursuant to the Governmental Joint Purchasing Act (30 ILCS 525/2), the County is authorized to enter into a Joint Purchasing Agreement for computer hardware, peripherals, software and licensing as needed; and

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and City of Mesa, the County of DuPage will contract with CDW Government LLC; and

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a contract to CDW Government LLC, for computer hardware, peripherals, software and licensing as needed, for the period of January 14, 2026 through January 13, 2027, for the DuPage Care Center.

NOW, THEREFORE BE IT RESOLVED, that County contract, covering said for CDW Government LLC, for the period of January 14, 2026 through January 13, 2027, for the DuPage Care Center, be, and it is hereby approved for issuance of a contract by the Procurement Division to CDW Government LLC, 75 Remittance Drive, Chicago, Illinois 60675-1515, for a contract total amount not to exceed \$55,000.00, per contract pursuant to the City of Mesa Contract 2024056-1.

Enacted and approved 13th day of January, 2026 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



Procurement Review Comprehensive Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 26-0098	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$55,000.00
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 01/06/2026	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$55,000.00
	CURRENT TERM TOTAL COST: \$55,000.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: CDW Government LLC	VENDOR #: 10667	DEPT: DuPage Care Center	DEPT CONTACT NAME: Christine Kliebhan
VENDOR CONTACT: Thomas Sanders	VENDOR CONTACT PHONE:	DEPT CONTACT PHONE #: 630-784-4208	DEPT CONTACT EMAIL: christine.kliebhan@dupagecounty.gov
VENDOR CONTACT EMAIL: thomas.sanders@cdwg.com	VENDOR WEBSITE:	DEPT REQ #: 7551	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Contract purchase order to furnish computer hardware, peripherals, software and licensing as needed, covering the period January 14, 2026 through January 13, 2027, for a contract not to exceed \$55,000.00, per City of Mesa Contract #2024056-1.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Miscellaneous computer parts and supplies are required to fix and replace items for routine daily tasks throughout the DuPage Care Center.			

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
COOPERATIVE (DPC2-352), GOVERNMENT JOINT PURCHASING ACT (30ILCS525) OR GSA SCHEDULE PRICING	

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. CDW-G holds the City of Mesa Contract which allows the County to procure parts and supplies at a discount off list price.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). #1 Recommendation for a contract to CDW-G to purchase miscellaneous computer supplies through the City of Mesa Contract. It is recommended because it gives the DuPage Care Center the flexibility to obtain computer supplies and items in a timely manner to maintain daily work functions and operations. #2. Do not approve contract and purchase items off contract. Not recommended due to the yearly anticipated spend with CDW-G for miscellaneous computer parts and supplies. #3 Do not approve contract at this time and look for a different cooperative agreement for computer parts and supplies. Not recommended due to the pricing options and availability of parts through CDW-G's network of suppliers.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement.
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: CDW LLC dba CDW Government	Vendor#: `0667	Dept: DuPage Care Center	Division: Administration
Attn: Thomas Sanders	Email: thomas.sanders@cdwg.com	Attn: Christine Kliebhan	Email: christine.kliebhan@dupagecounty.gov
Address: 75 remittance Drive	City: Chicago	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 60675-1515	State: IL	Zip: 60187
Phone: 866-339-7925	Fax:	Phone: 630-784-4208	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Same as above	Vendor#: Same as above	Dept: Same as above	Division: Same as above
Attn:	Email:	Attn:	Email: christine.kliebhan@dupagecounty.gov
Address:	City:	Address: 400 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-784-4208	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): January 14, 2026	Contract End Date (PO25): January 13, 2027

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Computer hardware, peripherals, software and licensing as needed	FY26	1200	2000	52100		50,000.00	50,000.00
2	1	EA		Computer hardware, peripherals, software and licensing as needed	FY27	1200	2000	52100		5,000.00	5,000.00
3		EA									0.00
4		EA									0.00
FY is required, ensure the correct FY is selected.										Requisition Total	\$ 55,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Contract purchase order to furnish computer hardware, peripherals, software and licensing as needed, covering the period January 14, 2026 through January 13, 2027, for a contract not to exceed \$55,000.00, per City of Mesa Contract #2024056-1.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. January 6, 2027 Human Services January 13, 2026 County Board
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

City of Mesa
Contract # 2024056-01

for

Information Technology Solutions Products and Services

with

CDW Government LLC

Effective: July 2, 2024

The following documents comprise the executed contract between the City of Mesa, and CDW Government effective July 2, 2024:

- I. City of Mesa/CDW-G Signed Contract
- II. Supplier's Response to the RFP, incorporated by reference
 - a. OMNIA Partners



AGREEMENT PURSUANT TO SOLICITATION

**CITY OF MESA AGREEMENT NUMBER 2024056
INFORMATION TECHNOLOGY SOLUTIONS PRODUCTS AND SERVICES**

CITY OF MESA, Arizona ("City")

Department Name	City of Mesa – Purchasing Division
Mailing Address	P.O. Box 1466 Mesa, AZ 85211-1466
Delivery Address	20 East Main St, Suite 450 Mesa, AZ 85201
Attention	Ted Stallings Procurement Officer II
E-Mail	Ted.Stallings@MesaAZ.org
Phone	(480) 644-2815

With a copy to: City of Mesa – Department of Innovation and Technology
Attn: Suzanne Alberts

AND

CDW GOVERNMENT, LLC, ("Contractor")

Mailing Address	230 North Milwaukee Avenue Vernon Hills, IL 60061
Remit to Address	75 Remittance Drive, Suite 1515 Chicago, IL 60675
Attention	Emily Nye
E-Mail	emily.nye@cdwg.com
Phone	973-714-0711
Attention	Chris Andreson
E-Mail	chrande@cdgw.com
Phone	847-371-7149

CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This Agreement pursuant to Solicitation ("Agreement") is entered into this 5th day of July, 2024, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and CompanyName, a(n) State corporation/company/natural person ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

RECITALS

- A. The City issued Solicitation number **2024056** ("Solicitation") for **INFORMATION TECHNOLOGY SOLUTIONS PRODUCTS AND SERVICES**, to which Contractor provided a response ("Response"); and
- B. The City Selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the services/materials described in the Solicitation and Response.

In consideration of the reciprocal promises contained in the Agreement, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

TERMS & CONDITIONS

1. **Term**. This Agreement is for a term beginning on **July 2, 2024** and ending on **July 1, 2028**. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.
 - 1.1 **Renewals**. On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of six (6) years. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately before the expiration of the then-current term.
 - 1.2 **Extension for Procurement Processes**. Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a Contractor to provide the services/materials provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days before the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.
 - 1.3 **Delivery**. Delivery shall be made to the location(s) contained in the Scope of Work within thirty (30) days after receipt of an order. Title to Products and risk of loss or damage during shipment pass from Contractor to City upon delivery to the destination specified on the applicable purchase order (F.O.B. Destination, freight prepaid and allowed). Contractor agrees to deliver all products to be delivered F.O.B. destination, freight pre-paid and allowed to various locations throughout the City. In many cases within the City, the Contractor may be asked to deliver all products to the front counter within a given department. For special orders, the Parties agree to negotiate in good faith an alternative delivery date when necessary. Notwithstanding the foregoing, title to software will remain with the applicable licensor(s), and the City's rights therein are contained in the license agreement between such licensor(s) and the City.
2. **Scope of Work**. The Contractor will provide the necessary staff, services and associated resources to provide the City with the services, materials, and obligations attached to this Agreement as **Exhibit A ("Scope of Work")**. Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated in **Exhibit A**. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A**, the City will provide Contractor's personnel with adequate workspace and such other related

By executing below, each Party acknowledges that it understands, approves, and accepts all of the terms of the Agreement and the attached exhibits.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF MESA, ARIZONA

By: _____

Edward Quedens
Printed Name

Business Services Director
Title

7/8/24 09:01 MST
Date

CDW GOVERNMENT, LLC

By: _____

Dario Bertocchi
Printed Name

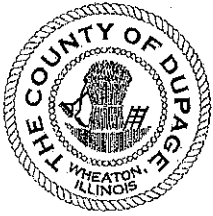
Vice President, Contracting Operations
Title

July 5, 2024
Date

REVIEWED BY:

By: _____

Ted Stallings, CPPB
Procurement Officer II



DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	CDW Government LLC
CONTACT PERSON:	Thomas Sanders, Account Representative
CONTACT EMAIL:	thomas.sanders@cdwg.com

Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. The contractor, union, or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

Has the Bidder made contributions as described above?

☐ Yes

☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

All contractors and vendors who have obtained or are seeking contracts with the County shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☐ Yes

☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner;
- 30 days prior to the optional renewal of any contract;
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text of the County's Ethics Ordinance is available at:

http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

The full text of the County's Procurement Ordinance is available at:

https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Jeff Hagen

Signature: 

Title: Manager, Vetting

Date: 12/17/2025



Care Center Requisition \$30,000 and Over

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: HS-P-0003-26

Agenda Date: 1/6/2026

Agenda #: 7.B.

AWARDING RESOLUTION ISSUED TO
MEDLINE INDUSTRIES, INCORPORATED
TO PROVIDE CHAISE MOBILE RECLINERS
FOR THE DUPAGE CARE CENTER
(CONTRACT TOTAL AMOUNT \$36,579.85)

WHEREAS, the County of DuPage by virtue of its power set forth in the Counties Code (55 ILCS 5/1-1001 *et seq.*) is authorized to enter into this Agreement; and

WHEREAS, pursuant to the Governmental Joint Purchasing Act (30 ILCS 525/2), the County is authorized to enter into a Joint Purchasing Agreement to provide chaise mobile recliners; and

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and the OMNIA Partners, the County of DuPage will contract with Medline Industries, Inc; and

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a contract to Medline Industries, Inc., TO provide chaise mobile recliners, for the period of January 14, 2026 through January 13, 2027, for the DuPage Care Center.

NOW, THEREFORE BE IT RESOLVED, that County contract, covering said to provide chaise mobile recliners, for the period of January 14, 2026 through January 13, 2027, for the DuPage Care Center, be, and it is hereby approved for issuance of a contract by the Procurement Division to Medline Industries, Inc., Three Lakes Drive, Northfield, Illinois 60093, for a contract total amount not to exceed \$36,579.85, per contract pursuant to the OMNIA Partners Contract #2021003157.

Enacted and approved this 13th of January, 2026 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



Procurement Review Comprehensive Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 26-0129	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$36,579.85
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 01/06/2026	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$36,579.85
	CURRENT TERM TOTAL COST: \$36,579.85	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD:
Vendor Information		Department Information	
VENDOR: Medline Industries, Inc.	VENDOR #: 10299	DEPT: DuPage Care Center	DEPT CONTACT NAME: Vinit Patel
VENDOR CONTACT: Brian Guth	VENDOR CONTACT PHONE: 800-633-5463	DEPT CONTACT PHONE #: 630-784-4273	DEPT CONTACT EMAIL: vinit.patel@dupagecounty.gov
VENDOR CONTACT EMAIL: bguth@medline.com	VENDOR WEBSITE:	DEPT REQ #: 7554	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Furnish and deliver chaise mobile recliners for the DuPage Care Center, for the period January 14, 2026 through January 13, 2027, for a contract total not to exceed \$36,579.85, contract pursuant to the Intergovernmental Cooperation Act OMNIA Partners Cooperative Contract #2021003157.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Replacement chaise mobile recliners for the DuPage Care Center, as needed.			

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required. COOPERATIVE (DPC2-352), GOVERNMENT JOINT PURCHASING ACT (30ILCS525) OR GSA SCHEDULE PRICING

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. Quality of Life
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1) Approve contract to furnish and deliver chaise mobile recliners, for the DuPage Care Center, for the period January 14, 2026 through January 13, 2027, for a contract total not to exceed \$36,579.85, contract pursuant to the Intergovernmental Cooperation Act OMNIA Partners Cooperative Contract #2021003157. 2) Do not approve contract to furnish and deliver chaise mobile recliners, for the DuPage Care Center, for the period January 14, 2026 through January 13, 2027, for a contract total not to exceed \$36,579.85, contract pursuant to the Intergovernmental Cooperation Act OMNIA Partners Cooperative Contract #2021003157, however, replacement chaise mobile recliners will need to be purchased to continue with safe and effective quality of care for the residents.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement.
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Medline Industries, Inc.	Vendor#: 10299	Dept: DuPage Care Center	Division: Laundry
Attn: Brian Guth	Email: bguth@medline.com	Attn: Vinit Pate	Email: vinit.patel@dupagecounty.gov
Address: Three Lakes Drive	City: Northfield	Address: 400 N. County Farm Road	City: Wheaton
State: Illinois	Zip: 60093	State: Illinois	Zip: 60187
Phone: 800-633-5463	Fax:	Phone: 630-784-4273	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Medline Industries, Inc.	Vendor#: 10299	Dept: DuPage Care Center	Division: Laundry
Attn: Customer Services	Email: service@medline.com	Attn: Vinit Patel	Email: vinit.patel@dupagecounty.gov
Address: Dept CH 14400	City: Palatine	Address: 400 N. County Farm Road	City: Wheaton
State: Illinois	Zip: 60055-4400	State: Illinois	Zip: 60187
Phone: 800-633-5463	Fax:	Phone: 630-784-4273	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): January 14, 2026	Contract End Date (PO25): January 13, 2027

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Durable 650 Series Chaise Mobile Recliners, grade 5 (12)	FY26	1200	2075	54110		36,579.85	36,579.85
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 36,579.85

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Furnish and deliver chaise mobile recliners for the DuPage Care Center, for the period January 14, 2026 through January 13, 2027, for a contract total not to exceed \$36,579.85, contract pursuant to the Intergovernmental Cooperation Act OMNIA Partners Cooperative Contract #2021003157.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. January 6, 2026 HS Committee January 13, 2026 County Board
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.




Three Lakes Drive, Northfield, IL 60093 | 1.800.MEDLINE (633.5463) | medline.com

Customer: 0001006778
DUPAGE CARE CENTER
400 N COUNTY FARM RD
WHEATON, IL 60187-3908

Date: 12/11/2025
Sales Rep: Guth, Brian (S6009)
BGuth@medline.com

Due to current market uncertainties related to new and modified tariffs currently in effect, or any that may be subsequently imposed, any pricing that Medline provides during the period such tariffs are in effect is not binding and is subject to change at any time by Medline upon notice. Medline is diligently working to understand the impact of the tariffs and will provide any updated pricing, or other information, when available.

				OMNIA #	Purchasing Agreement # 2021003157
Product Image	Product #	Product Name	Qty	Price	Total
	LZBEC1117G5	CHAIRS: DURABLE 650 SERIES CHAISE MOBILE RECLINER, GRADE 5	12	\$2,890.20	\$34,682.40
				Freight Estimate	\$1,897.45



As a result of Request for Proposal # 2018AO UC San Diego Medical and Surgical Supplies, the Master Agreement to furnish certain goods and services described herein and in the documents referenced herein ("Goods and/or Services") is made by and between The Regents of the University of California, a California public corporation ("UC") on behalf of the University of California, San Diego and the supplier named below ("Supplier"). This Agreement is binding only if it is negotiated and executed by an authorized representative with the proper delegation of authority.

1. Statement of Work

Supplier agrees to perform the Services listed in the statement of work attached as Attachment A ("Statement of Work") and any other documents referenced in the Incorporated Documents section herein, at the prices set forth in the Statement of Work and any other documents referenced in the Incorporated Documents section herein. Unless otherwise provided in the Agreement, UC will not be obligated to purchase a minimum amount of Goods and/or Services from Supplier.

2. Term of Agreement/Termination

- a) The initial term of the Agreement will be from November 3rd, 2021, and through November 2nd, 2026 and is subject to earlier termination as provided below. UC may renew the Agreement for 3 successive 1 -year periods (each, a Renewal Term).
- b) UC may terminate the Agreement for convenience by giving Supplier at least 30 calendar days' written notice.
- c) UC or Supplier may terminate the Agreement for cause by giving the other party at least 15 days' notice to cure a breach of the Agreement (Cure Period). If the breaching party fails to cure the breach within the Cure Period, the non-breaching party may immediately terminate the Agreement.
- d) This agreement shall supersede and replace all other agreements between the Parties including UCOP-186. For the avoidance of doubt, no rebates or other fees shall be due and payable to UC by Supplier under any previous agreement following the effective date of this agreement.

3. Cooperative Purchasing:

Supplier may extend Goods and/or Services to public agencies (state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") registered with OMNIA Partners, Public Sector ("Participating Public Agencies") under the terms of this agreement. All contractual administration (e.g. terms, conditions, extensions, and renewals) will remain the UC's responsibility except as outlined in the above referenced RFP (title of RFP). Operational issues, fiduciary responsibility, payment issues and liabilities, and disputes involving individual Participating Public Agencies will be addressed, administered, and resolved by each Participating Public Agency.

4. Purchase Order; Advance Payments

Unless otherwise provided in the Agreement, Supplier may not begin providing Goods and/or Services until UC approves a Purchase Order for the Goods and/or Services.

5. Pricing, Invoicing Method, and Settlement Method and Terms

Refer to Statement of Work or Purchase Order for Pricing. Each UC Location will specify the Invoicing Method and Payment Options that will apply, taking into account the operational capabilities of Supplier and the UC Location. See UC's Procure to Pay Standards <http://www.ucop.edu/procurement-services/files/Matrix%20for%20website.pdf> for the options that will be



considered. In the case of systemwide agreements, each UC Location will specify these terms in a Statement of Work or Purchase Order, as the case may be.]

For non-systemwide agreements, the Invoicing Method, and Settlement Method and Terms are addressed below:

Invoicing Method

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, Supplier will submit invoices following the designated invoice method directly to UC Accounts Payable Departments at each UC Location.

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, UC will pay freight and shipping/handling as follows: Supplier will pay FOB Destination Prepaid.

All invoices must clearly indicate the following information:

- California sales tax as a separate line item;
- Shipping costs as a separate line item;
- UC Purchase Order or Release Number;
- Description, quantity, catalog number and manufacturer number of the item ordered;
- Net cost of each item;
- Any pay/earned/dynamic discount;
- Reference to original order number for all credit memos issued;

Supplier will submit invoices following the designated invoice method directly to UC Accounts Payable Departments at each UC Location, unless UC notifies the Supplier otherwise by amendment to the Agreement.

Settlement Method and Terms

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, the Settlement Method and Terms for any other campus will be as established by each campus location.

5. Notices

As provided in the UC Terms and Conditions of Purchase, notices may be given by email, which will be considered legal notice only if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – [insert, as the case may be, Supplier name or University of California]. If a physical format notice is required, it must be sent by overnight delivery or by certified mail with return receipt requested, at the addresses specified below.

To UC, regarding confirmed or suspected Breaches as defined under Appendix – Data Security:

Name	Daniel Quach
Phone	858-246-5779
Email	dquach@ucsd.edu
Address	Information Technology Services TPC/S 3rd Fl/152 Mail Code 0928
	Mailing Address: 9500 Gilman Drive #0928 La Jolla, CA 92093-0928

To UC, regarding confirmed or suspected Breaches as defined under Appendix – Electronic Commerce:

Name	Anne Hewett
Phone	858-534-9426
Email	ahewett@ucsd.edu
Address	10280 N. Torrey Pines Rd., Ste. 415 La Jolla, CA 92037

To UC, regarding contract issues not addressed above:

Name	Andrea Orozco
Phone	858-534-5730
Email	anorozco@ucsd.edu
Address	10280 N. Torrey Pines Rd., Ste. 415 La Jolla, CA 92037

Name	Antony Esquer
Phone	858-534-1479
Email	amesquer@ucsd.edu
Address	10280 N. Torrey Pines Rd., Ste. 415 La Jolla, CA 92037

To Supplier:

Name	Kevin Feighery
Phone	704-975-5477
Email	kfeighery@medline.com
Address	1 Medline PI Mundelein, IL 60060

6. Intellectual Property, Copyright and Patents

☐/x The Goods and/or Services **do not** involve Work Made for Hire

7. Patient Protection and Affordable Care Act (PPACA)

☐/x The Services do not involve temporary or supplementary staffing, and they are not subject to the PPACA warranties in the T&Cs.

8. Prevailing Wages

☐/x Supplier is not required to pay prevailing wages when providing the Services.

9. Fair Wage/Fair Work

☐/x Supplier is not required to pay the UC Fair Wage (defined as \$13 per hour as of 10/1/15, \$14 per hour as of 10/1/16, and \$15 per hour as of 10/1/17) when providing the Services.

10. Restriction Relating to Consulting Services or Similar Contracts – Follow-on Contracts

Please note a Supplier that is awarded a consulting services or similar contract cannot later submit a bid or be considered for any work "required, suggested, or otherwise deemed appropriate" as the end product of the Services (see Public Contract Code Section 10515).

11. Insurance

Deliver the PDF version of the Certificate of Insurance to UC's Buyer, by email with the following text in the Subject field: CERTIFICATE OF INSURANCE – Medline Industries, Inc.

12. Service-Specific and/or Goods-Specific Provisions

- a. Pandemic response
- b. Stock arrangements
- c. Last Mile
- d. Sustainability Incentive: To support UC's zero waste goal and to improve campus waste and diversion, Medline agrees to provide an annual sustainability incentive, in the amount of \$5,000 payable to the UC Regents. This incentive will be allocated to all 10 campus sustainability programs, to support campus waste and diversion programs.

Pricing Protection

Prices quoted on this solicitation must be firm for the first twelve (12) months of the initial term of any awarded agreement(s). Price changes after the initial period, if any, shall be made on an annual basis as negotiated by both parties. Any price changes require prior written notification and must follow the process outlined in Appendix B. However, in no event shall price increase on an aggregate basis exceed three (3) percent or CPI whichever is less. Price increases for any agreement renewal periods must be supported by documented evidence of manufacturers' price increases. If the supplier's catalog or list price is reduced, the University shall benefit from a corresponding price reduction.

13. Records about Individuals

Records created pursuant to the Agreement that contain personal information about individuals (including statements made by or about individuals) may become subject to the California Information Practices Act of 1977, which includes a right of access by the subject individual. While ownership of confidential or personal information about individuals is subject to negotiated agreement between UC and Supplier, records will normally become UC's property, and subject to state law and UC policies governing privacy and access to files. When collecting the information, Supplier must inform the individual that the record is being made, and the purpose of the record. Use of recording devices in discussions with employees is permitted only as specified in the Statement of Work.

14. Piggyback UC

Supplier agrees to extend the pricing basis, terms and conditions of the Agreement to all UC Locations. Supplier will make available to any UC Location its improved pricing basis, terms or conditions resulting from increased usage or aggregation of activity by multiple UC Locations. All contractual administration issues (e.g. terms and conditions, extensions, and renewals), operational issues, fiduciary responsibility, payment issues, performance issues and liabilities, and disputes involving individual UC Locations will be addressed, administered, and resolved by each UC Location. Any delay in payment or other operational issue involving one UC Location will not adversely affect any other UC Location.

15. Incorporated Documents

This Agreement and its Incorporated Documents contain the entire agreement between the Parties, in order of the below precedent, concerning its subject matter and shall supersede all prior or other agreements, oral and written declarations of intent and other legal arrangements (whether binding or non-binding) made by the Parties in respect thereof.

- a. Attachment A: UC San Diego Medical and Surgical Supplies RFP #2018AO

- b. Appendix A: UC Terms and Conditions of Purchase
- c. Appendix B: UC Appendix—Electronic Commerce
- d. Appendix C: Federal Government Contracts Special Terms and Conditions
- e. Appendix D: Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- f. Appendix E: Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
- g. Appendix F: Certification Regarding Debarment, Suspension, Proposed Debarment, and Other responsibility Matters (First Tier Subcontractor)
- h. Appendix G: UC Appendix—Data Security
- i. Appendix H: UC FEMA Appendix
- j. Exhibit A: Response for National Cooperative Contract
- k. Exhibit F: Federal Funds Certifications
- l. Exhibit G: New Jersey Business Compliance

20. Entire Agreement

The Agreement and its Incorporated Documents contain the entire Agreement between the parties and supersede all prior written or oral agreements with respect to the subject matter herein.

This Agreement can only be signed by an authorized representative with the proper delegation of authority.

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

Signature on File

(Signature)

Todd Adams

(Printed Name, Title)

11/10/2021

November 3rd, 2021

MEDLINE INDUSTRIES, LP.

Signature on File

(Signature)

Chris Powers

(Printed Name, Title)

11/9/2021

November 3rd, 2021



DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	Medline Industries, LP
CONTACT PERSON:	Brian Guth
CONTACT EMAIL:	BGuth@medline.com

Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. The contractor, union, or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

Has the Bidder made contributions as described above?

- ☐ Yes
☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

All contractors and vendors who have obtained or are seeking contracts with the County shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☐ Yes

☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner;
- 30 days prior to the optional renewal of any contract;
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text of the County's Ethics Ordinance is available at:

http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

The full text of the County's Procurement Ordinance is available at:

https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Chris Powers

Signature: 

Title: VP, Government Markets

Date: 12/23/2025



Authorization to Travel

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 26-0199

Agenda Date: 1/6/2026

Agenda #: 8.A.



DuPage County Employee Overnight Business Travel Expense Reimbursement

Request

This expense form is used to request advance approval for County reimbursement of **overnight travel expenses**. Advance approval is required for County reimbursement for all overnight travel whether in-state or out-of-state. After travel is completed, a separate Overnight Business Travel Report Form must be completed and submitted to receive reimbursement for travel expenses.

Elected Officials subject to 50 ILCS 150/15 should not use this Overnight Business Travel Request Form. Applicable form for Elected Officials subject to 50 ILCS 150/15.

Do not use this form for travel that does not include an overnight stay. Advance approval is not required for travel that does not include an overnight stay.

Written documentation is not required for approval prior to travel. However, complete itemized documentation is required for reimbursement after travel.

Please review the County's Business Travel Expense Policy before completing this form.

The County's Business Travel Expense Policy : ["Yes"]

Employee Name:

Employee Email Address:

Department: Community Services

Supervisor Email:

Secondary Department Contact (Department Admin or Accounts Payable):

Description of the Requested Business Travel

Event or Conference Name:NACo Board of Directors meeting

Event Location (City/State):Maui County, HI

Description of conference, training or other events including County business purpose: Meeting of the Board of Directors of the National Association of Counties. Employee sits on the Board.

Start date of conference, training or other out of town event: 05-05-2026

End date of conference, training or other out of town event: 05-08-2026

Departure travel date: 05-04-2026

Return travel date: 05-08-2026

If travel dates extend before or after the dates related to the purpose of travel, explain why the additional travel days are necessary: Travel to the destination takes a full day.

Estimate of costs for the requested business travel

Budget Account Code: 1000-1750

Registration fees for conference, training or event: \$525

Form of Payment: Employee reimbursement

Estimated transportation cost to and from location: \$800

Describe methods of transportation to and from location: Round trip airfare

Rental Vehicle request:

Provide estimated rental car cost: \$

Describe reason(s) for vehicle rental:

Business Travel Expense Policy - Supplemental Insurance:

Total Estimated Lodging Costs: \$1680

Description of lodging needs, including number of nights and cost per night: Group rate is \$349 plus local taxes and fees. Estimated total is \$420 per night for 4 nights.

Meal Per Diem Policy

See **Business Travel Expense Policy Section 6.0** regarding meal per diems. Individual meals, **including room service**, are not reimbursable and meal receipts are not required or accepted. Tips are included in the per diem and are not reimbursable. Per diems are paid at 100% of applicable GSA CONUS rates for non-travel days and at 75% of applicable GSA CONUS rates for the travel day at the beginning of the trip and the travel day for returning from the trip.

See the per diem rates at <https://www.gsa.gov/travel/plan-book/per-diem-rates>.

Estimate Total Per Diem expenses: \$549

Estimate such additional expenses: \$0

Describe expected additional expenses:

Estimated total cost of the requested Overnight Business Travel: \$3554

Confirmation and Submission

By typing my name below, the employee submitting this request certifies that the information provided herein accurately describes the proposed business travel and the requested travel expenses are my best estimate of the costs and expenses related to that travel. I understand that this request requires advance approval by my Department Head and the Parent Committee Chair (if the total is not more than \$2,500) or the Parent Committee (if the total is more than \$2,500).

Employee Name: I

Instructions for Immediate Supervisor other than Department Head

Please review this Overnight Business Travel Request Form. If you approve the requested travel, please forward the form by email to the Department Head and indicate your approval.

Instructions for Department Head

Please review this Overnight Business Travel Request Form. If you approve the requested travel, please print this form, sign below, scan and email to the Chair of the relevant Parent Committee.

Instructions for Parent Committee Chair

Please review this Overnight Business Travel Request Form. If \$2,500 or less, and you approve the requested travel, please print this form, sign below, scan, and return via email to the Department Head. If more than \$2,500, place this item on the agenda of the relevant Parent Committee. After approval by the Parent Committee, please print this form, sign below, scan, and return via email to the Department Head.

REVIEWED BY AND DATE APPROVED:

Signature on file

Department Head: _____

Date: 12/23/25

Committee Chair: _____

Date: _____

If the request is over \$2,500 the Committee Chair certifies that the travel was approved by a majority vote at a scheduled meeting of the Parent Committee

Committee Name: _____

Meeting Date: _____



Authorization to Travel

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 26-0200

Agenda Date: 1/6/2026

Agenda #: 8.B.



DuPage County Employee Overnight Business Travel Expense Reimbursement Request

This expense form is used to request advance approval for County reimbursement of **overnight travel expenses**. Advance approval is required for County reimbursement for all overnight travel whether in-state or out-of-state. After travel is completed, a separate [Overnight Business Travel Report Form](#) must be completed and submitted to receive reimbursement for travel expenses.

Elected Officials subject to 50 ILCS 150/15 should not use this Overnight Business Travel Request Form. [Applicable form for Elected Officials subject to 50 ILCS 150/15.](#)

Do not use this form for travel that does not include an overnight stay. Advance approval is not required for travel that does not include an overnight stay.

Written documentation is not required for approval prior to travel. However, complete itemized documentation is required for reimbursement after travel.

Please review the [County's Business Travel Expense Policy](#) before completing this form.

The County's Business Travel Expense Policy : ["Yes"]

Employee Name:

Employee Email Address: @dupagecounty.gov

Department: Community Services

Supervisor Email: mary.keating@dupagecounty.gov

Secondary Department Contact (Department Admin or Accounts Payable):

karen.graczyk@dupagecounty.gov

Description of the Requested Business Travel

Event or Conference Name: Inform USA Annual Conference and Board Meeting 2026

Event Location (City/State): Louisville, Kentucky

Description of conference, training or other events including County business purpose: Going the Distance, Leading the Race to Inform Annual Conference will provide networking, training and professional development credits for certification and accreditation for 211 and Information & Referral. Will also be able to meet with current and new vendors of various information & referral services. Inform USA's Board will also meet either the day prior or after the conference starting, I am a board member.

Start date of conference, training or other out of town event: 05-17-2026

End date of conference, training or other out of town event: 05-21-2026

Departure travel date: 05-16-2026

Return travel date: 05-22-2026

If travel dates extend before or after the dates related to the purpose of travel, explain why the additional travel days are necessary: The board meeting date has not been set will either be the morning of 5/17/26 or the evening of 5/21/26. Travel dates may vary due to meeting and conference end/start times.

Estimate of costs for the requested business travel

Budget Account Code: 5000-1650

Registration fees for conference, training or event: \$575

Form of Payment: Invoiced to county

Estimated transportation cost to and from location: \$500

Describe methods of transportation to and from location: Flight, taxi/ride share to/from airport

Rental Vehicle request:

Provide estimated rental car cost: \$

Describe reason(s) for vehicle rental:

Business Travel Expense Policy - Supplemental Insurance:

Total Estimated Lodging Costs: \$1465

Description of lodging needs, including number of nights and cost per night: 1 room, \$293 per night 5 nights includes taxes and fees

Meal Per Diem Policy

See **Business Travel Expense Policy Section 6.0** regarding meal per diems. Individual meals, **including room service**, are not reimbursable and meal receipts are not required or accepted. Tips are included in the per diem and are not reimbursable. Per diems are paid at 100% of applicable GSA CONUS rates for non-travel days and at 75% of applicable GSA CONUS rates for the travel day at the beginning of the trip and the travel day for returning from the trip.

See the per diem rates at <https://www.gsa.gov/travel/plan-book/per-diem-rates>.

Estimate Total Per Diem expenses: \$280

Estimate such additional expenses: \$0

Describe expected additional expenses:

Estimated total cost of the requested Overnight Business Travel: \$2820

Confirmation and Submission

By typing my name below, the employee submitting this request certifies that the information provided herein accurately describes the proposed business travel and the requested travel expenses are my best estimate of the costs and expenses related to that travel. I understand that this request requires advance approval by my Department Head and the Parent Committee Chair (if the total is not more than \$2,500) or the Parent Committee (if the total is more than \$2,500).

Employee Name:

Instructions for Immediate Supervisor other than Department Head

Please review this Overnight Business Travel Request Form. If you approve the requested travel, please forward the form by email to the Department Head and indicate your approval.

Instructions for Department Head

Please review this Overnight Business Travel Request Form. If you approve the requested travel, please print this form, sign below, scan and email to the Chair of the relevant Parent Committee.

Instructions for Parent Committee Chair

Please review this Overnight Business Travel Request Form. If \$2,500 or less, and you approve the requested travel, please print this form, sign below, scan, and return via email to the Department Head. If more than \$2,500, place this item on the agenda of the relevant Parent Committee. After approval by the Parent Committee, please print this form, sign below, scan, and return via email to the Department Head.

REVIEWED BY AND DATE APPROVED:

Department Head:

Date:

Committee Chair:

Date:

If the request is over \$2,500 the Committee Chair certifies that the travel was approved by a majority vote at a scheduled meeting of the Parent Committee

Committee Name:

Meeting Date: