DU PAGE COUNTY

DUPAGE COUNTY BOARD

REGULAR MEETING AGENDA

November 12, 2025 | **Regular Meeting Agenda** | **7:00 PM**

County Board Room

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

Chair
Deborah A. Conroy

District 1
Michael Childress
Cynthia Cronin Cahill
Sam Tornatore

District 2
Paula Deacon Garcia
Andrew Honig
Yeena Yoo

District 3
Lucy Evans
Kari Galassi
Brian Krajewski

District 4
Grant Eckhoff
Lynn LaPlante
Mary Ozog

District 5
Sadia Covert
Dawn DeSart
Saba Haider

District 6
Melissa Martinez
Greg Schwarze
James Zay

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. INVOCATION

3.A. Sara Gerliczki from Science of Spirituality in Lisle

4. ROLL CALL

5. PROCLAMATIONS

5.A. Tim Harbaugh Retirement Recognition

6. PUBLIC COMMENT Limited to 3 minutes per person

25-2775
Online Public Comment

7. CHAIR'S REPORT / PRESENTATIONS

7.A. DuPage Foundation Presentation

7.B. RTA Annual Update and Budget Presentation

7.C. ETSB Budget Presentation

8. CONSENT ITEMS

8.A. **25-2733**
DuPage County Board - Regular Meeting Minutes - Tuesday, October 28, 2025

8.B. **25-2634**
10-24-2025 Paylist

8.C. **25-2636**
10-24-2025 Auto Debit Paylist

8.D. **25-2662**
10-28-2025 Paylist

8.E. **25-2704**
10-31-2025 Paylist

8.F. **25-2709**
11-04-2025 Auto Debit Paylist

8.G. **25-2716**
11-04-2025 Paylist

8.H. **25-2721**
11-05-2025 Public Works Refunds Paylist

8.I. **25-2742**
11-06-2025 Corvel Wire Transfer

8.J. **25-2631**
Change orders to various contracts as specified in the attached packet.

8.K. **25-2713**
County Clerk's Monthly Receipts and Disbursements Report - October 2025

9. COUNTY BOARD - CHILDRESS

9.A. **CB-R-0079-25**
Resolution Approving Member Initiative Program Agreements.

9.B. **CB-R-0080-25**
Appointment of William Worobec as the DuPage County Investigator General.

10. FINANCE - DEACON GARCIA

Committee Update

10.A. **FI-R-0189-25**
Budget Transfers 11-12-2025 - Various Companies and Accounting Units

10.B. **FI-R-0190-25**
Acceptance and appropriation of the Illinois Home Weatherization Assistance Program DOE Grant PY26 Inter-Governmental Agreement No. 25-401028, for the Weatherization Unit, Company 5000 - Accounting Unit 1400, for the period of July 1, 2025 through June 26, 2026, in the amount of $638,116. (Community Services)

10.C. **FI-R-0191-25**
Acceptance of an extension of time for the DuPage County Health Department Heroin Opioid Prevention and Education (HOPE) First Offender Court Unified for Success (FOCUS) Court Grant FY21, Company 5000 - Accounting Unit 5905. (Probation and Court Services)

10.D. **FI-R-0192-25**
Acceptance and appropriation of Public Defender Services Grant PY26 Inter-Governmental Agreement No. 422091, Company 5000 - Accounting Unit 6350, in the amount of $50,250. (Public Defenders Office)

10.E. **FI-R-0194-25**
Additional appropriation for the General Fund, Company 1000 - Accounting Units 4200 and 4220, for Fiscal Year 2025, in the amount of $268,159. (County Clerk)

10.F. **FI-P-0017-25**

Recommendation for the approval of a contract purchase order issued to EDU Solutions, for IT consultant services, for the Regional Office of Education, for the period of November 15, 2025 through November 30, 2026, for a contract total amount not to exceed $45,000; per RFP #25-107-ROE. (Regional Office of Education)

10.G. **FI-P-0018-25**

Recommendation for the approval of a contract purchase order to Casco International d/b/a C.A. Short Company, to provide employee service awards for milestone anniversaries, for Human Resources, for the period of December 1, 2025 through November 30, 2026, for a contract total amount not to exceed $31,797; per RFP #25-036-HR, first of three optional renewals. (Human Resources)

10.H. **FI-P-0019-25**

Recommendation for the approval of funding to Momkus, LLC, to provide legal services as conflict counsel as Special Assistant State's Attorneys, for the period of December 1, 2025 through November 30, 2026, for the State's Attorney's Office, for an amount not to exceed $70,000. Appointed as a Special Assistant State’s Attorney by the State’s Attorney’s Office pursuant to DuPage County Procurement Ordinance 353(1)(b).

10.I. **FI-P-0020-25**

Recommendation for the approval of funding to The Sotos Law Firm, P.C., to provide legal services as conflict counsel as Special Assistant State's Attorneys, for the period of October 1, 2025 through September 30, 2027, for the State's Attorney's Office, for an amount not to exceed $120,000. Appointed as a Special Assistant State’s Attorney by the State’s Attorney’s Office pursuant to DuPage County Procurement Ordinance 353(1)(b).

10.J. **FI-P-0021-25**

Recommendation for the approval of funding to O'Hagan Meyer, to provide legal services as conflict counsel as Special Assistant State's Attorneys, for the period of September 1, 2025 through November 30, 2026, for the State's Attorney's Office, for an amount not to exceed $100,000. Appointed as a Special Assistant State’s Attorney by the State’s Attorney’s Office pursuant to DuPage County Procurement Ordinance 353(1)(b).

10.K. **FI-P-0022-25**

Recommendation for the approval of funding to Hervas, Condon & Bersani, P.C., to provide legal services as conflict counsel as Special Assistant State's Attorneys, for the period of October 1, 2025 through November 30, 2026, for the State's Attorney's Office, for an amount not to exceed $75,000. Appointed as a Special Assistant State’s Attorney by the State’s Attorney’s Office pursuant to DuPage County Procurement Ordinance 353(1)(b).

10.L. **FI-P-0023-25**

Recommendation for the approval of funding to Rock, Fusco & Connelly, LLC, to provide legal services as conflict counsel as Special Assistant State's Attorneys, for the period of October 1, 2025 through September 30, 2027, for the State's Attorney's Office, for an amount not to exceed $120,000. Appointed as a Special Assistant State's Attorney by the State's Attorney's Office pursuant to DuPage County Procurement Ordinance 353(1)(b).

11. ANIMAL SERVICES - KRAJEWSKI

Committee Update

12. DEVELOPMENT - TORNATORE

Committee Update

13. ECONOMIC DEVELOPMENT - YOO

Committee Update

14. ENVIRONMENTAL - HAIDER

Committee Update

15. ETSB - SCHWARZE

Committee Update

15.A. **ETS-R-0069-25**

Resolution approving the sale of inventory from the County of DuPage on behalf of the Emergency Telephone System Board of DuPage County to the Adams County for an amount of $56,000.

16. HUMAN SERVICES - SCHWARZE

Committee Update

16.A. **HS-P-0054-25**

Recommendation for the approval of a contract to DuPage Federation on Human Services Reform (LARC), to provide face-to-face and telephonic interpreter services, and translation services, to assist clients in Community Services, primarily for the Senior Services unit, and to provide American Sign Language services, both for the Finance Department and Community Services, for the period of December 1, 2025 through November 30, 2026, for a contract total amount of $34,000; per RFP #23-072-CS, second of three optional one-year renewals.

17. JUDICIAL AND PUBLIC SAFETY - EVANS

Committee Update

17.A. **JPS-P-0047-25**

Recommendation for the approval of a contract purchase order to Safeware, Inc., for the purchase of a tethered drone, for the Sheriff's Office, for the period of October 28, 2025 through October 27, 2030, for a contract total not to exceed $67,892.25. Contract pursuant to the Intergovernmental Cooperation Act (Sourcewell Contract 080922-SAF). (Sheriff's Office)

17.B. **JPS-P-0048-25**

Recommendation for the approval of a contract purchase order to ThinkGard, to provide Compliance as a Service (CaaS-GRC), for the Sheriff's Office, for the period of November 11, 2025 through February 28, 2027, for a contract total amount not to exceed $38,156.25. Contract pursuant to the Intergovernmental Cooperation Act (TIPS Contract #220105). (Sheriff's Office)

18. LEGISLATIVE - DESART

Committee Update

19. PUBLIC WORKS - CHILDRESS

Committee Update

19.A. **FM-P-0052-25**

Recommendation for the approval of a contract to Valdes Supply, to furnish and deliver restroom tissue and paper towels to the Judicial Office Facility, JTK Administration Building and the Jail on a monthly basis, and as needed for the Power Plant, Children's Center, Office of Emergency Management, and the Coroner's Office, for Facilities Management, for the period December 1, 2025 through November 30, 2026, for a total contract amount not to exceed $104,794.16; per bid #22-112-FM, third and final option to renew.

20. STORMWATER - ZAY

Committee Update

20.A. **SM-R-0013-25**

First Amendment to Resolution SM-R-0176-22, an Intergovernmental Agreement with the Village of Burr Ridge for the Elm Street Culvert Replacement Project, for Stormwater Management, to extend the contract date to January 31, 2026. No change to contract amount.

20.B. **SM-P-0021-25**

Recommendation for the approval of a contract issued to School and Community Assistance for Recycling and Composting Education (SCARCE), for professional education services, for Stormwater Management, for the period of December 1, 2025 through November 30, 2026, for a total contract amount not to exceed $235,000 ($85,000 Stormwater and $150,000 Environmental). Per RFP #23-114-SWM, second of three optional renewals.

20.C. **SM-P-0022-25**

Recommendation for the approval of a contract issued to V3 Companies, for On Call Drainage Professional Engineering Services, for Stormwater Management, for the period of November 12, 2025 through November 30, 2026, for a contract total amount not to exceed $75,000. Professional Services in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/ et seq. vetted through a qualification based selection process (Architects, Engineers and Land Surveyors). First and only optional renewal.

20.D. **SM-P-0023-25**

Recommendation for the approval of a contract issued to Water Well Solutions Illinois, LLC, to furnish all equipment, labor, material, tools and supervision necessary for well cleaning at the Wood Dale - Itasca Reservoir, for Stormwater Management, for the period of December 1, 2025 through November 30, 2026, for a contract total amount not to exceed $181,889; per lowest responsible bid #25-115-SWM.

20.E. **SM-P-0024-25**

Recommendation for the approval of a contract issued to WBK Engineering, LLC, for On Call Professional Engineering Services, for Stormwater Management, for the period of November 12, 2025 through November 30, 2026, for a contract total amount not to exceed $60,000. Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 et seq. First and only optional renewal.

20.F. **SM-P-0025-25**

Recommendation for the approval of a contract issued to Civil & Environmental Consultants, Inc., for on-call land surveying services, for Stormwater Management, for the period of November 12, 2025 to November 30, 2026, for a contract total amount not to exceed $50,000. Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-bases selection process in compliance with the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 et seq. First and only optional renewal.

21. TECHNOLOGY - COVERT

Committee Update

21.A. **TE-P-0018-25**

Recommendation for the approval of a contract purchase order to Verizon Wireless, for wireless tablet and machine-to-machine services, for the Sheriff's Office, Division of Transportation, Stormwater, and Public Works, for the period of November 16, 2025 through September 30, 2026, for a total contract amount not to exceed $33,510; contract pursuant to the Governmental Joint Purchasing Act, 30 ILCS 525/2 (State of Illinois Master Contract #CMS793372P).

21.B. **TE-P-0019-25**

Recommendation for the approval of a contract purchase order to CDW Government, for a Microsoft Enterprise Agreement (EA) for all Microsoft Software and Azure Cloud Services, for GIS and Information Technology, for the period of December 1, 2025 through November 30, 2028, for a total contract amount of $4,095,838.65. Contract pursuant to the Governmental Joint Purchasing Act, 30 ILCS 525/2 (State of Illinois Master Agreement #8250858).

21.C. **TE-P-0020-25**

Recommendation for the approval of a contract purchase order to BDO USA LLP, for the annual software maintenance of FireEye Security software, for Information Technology, for the period of December 10, 2025 through December 9, 2026, for a contract total amount of $189,409. This is the third and final optional renewal per lowest responsible bidder, bid #22-124-IT.

21.D. **TE-P-0021-25**

Recommendation for the approval of a contract purchase order to SHI International Corp, for an Enterprise Term Lease Agreement with Adobe Systems Inc., for Adobe software licensing for use by DuPage County and the Forest Preserve District of DuPage County, for Information Technology, for the period of December 10, 2025 through December 9, 2026, for a contract total of $155,994.59. Contract pursuant to the Intergovernmental Cooperation Act (Sourcewell Contract #121923-SHI). The Forest Preserve will be charged back for their portion of this purchase.

21.E. **TE-P-0022-25**

Recommendation for the approval of a contract purchase order to MHC Software, Inc., for annual maintenance of the Enterprise Content Management System that integrates with the ERP system for Finance and Human Resources, for Information Technology, for the period of December 1, 2025 through November 30, 2026, for a contract total amount of $91,930.60. Per 55 ILCS 5/5-1022(c) not suitable for competitive bids. (Sole Source - This is proprietary software.)

21.F. **TE-P-0023-25**

Recommendation for the approval of a contract purchase order to Critical Power Solutions Group, LLC, for the procurement and delivery of an Eaton Uninterruptible Power Supply (UPS), for Information Technology, for the period of December 1, 2025 through November 30, 2026, for a contract total amount of $83,748; per lowest responsible bid #25-111-IT.

21.G. **TE-P-0024-25**

Recommendation for the approval of a contract to Granicus LLC, for annual support and hosting of Legistar legislative management software and streaming services, for Information Technology, for the period of December 1, 2025 through November 30, 2026, for a total contract amount of $45,066.22, per Cooperative Purchasing Agreement pricing, in compliance with 30 ILCS 525/2 "Governmental Joint Purchasing Act" NCPA 01-115.

22. TRANSPORTATION - OZOG

Committee Update

22.A. **25-2680**

DT-R-0079B-23 - Amendment to DT-R-0079A-23 - Rescind prior approved Local Public Agency Agreement due to change in project cost participation and approve updated Local Public Agency Agreement between the County of DuPage and the Illinois Department of Transportation for CH9/Lemont Road and CH31/87th Street, Section 16-00232-00-CH; (Estimated County Cost $4,591,614).

22.B. **DT-R-0034-25**

Intergovernmental Agreement between the County of DuPage and the Illinois State Toll Highway Authority, for certain portions of bridge improvements of the Ronald Reagan Memorial Toll Way ("I-88") and its crossroad bridges with a total estimated County cost of $1,857,217.06.

22.C. **DT-R-0035-25**

Agreement between the County of DuPage, Illinois and Oxcart Permit Systems, LLC. Overweight/Over Dimension Permitting Services as needed for the Division of Transportation, for the period of December 1, 2025 through November 30, 2029. (No County cost).

23. OLD BUSINESS

24. NEW BUSINESS

25. EXECUTIVE SESSION

25.A. Pursuant to Open Meetings Act 5 ILCS 120/2 (c) (2) - Collective Negotiating Matters

25.B. Pursuant to Open Meetings Act 5 ILCS 120/2 (c) (11) - Litigation

25.C. Pursuant to Open Meetings Act 5 ILCS 120/2 (c)(8) Security procedures

26. MEETING ADJOURNED

26.A. This meeting of the September Session is adjourned to Tuesday, November 25, 2025, at 10:00 a.m. for passage of the Property Tax Levy, pursuant to 35 ILCS 200/18-10.

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

File #: 25-2775 **Agenda Date:** 11/12/2025 **Agenda #:**

Blakely, Heidi

From: noreply@formstack.com
Sent: Thursday, October 30, 2025 8:53 AM
To: Web Master; County Board Public Comment
Subject: PublicComment

[Caution: This email originated outside Dupagecounty.gov. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

Formstack Submission For: PublicComment

Submitted at 10/30/25 8:53 AM

Meeting Date:	10/30/25
Meeting:	DuPage County Board
Name:	Santana Watkins
Organization:	Dupage county
Address:	IL 60451
Daytime Phone:	
Subject:	
Comment:	

© 2025 Intellistack (formerly Formstack). All rights reserved.
This is a customer service email.

Blakely, Heidi

From: noreply@formstack.com
Sent: Tuesday, October 28, 2025 11:17 AM
To: Web Master; County Board Public Comment
Subject: PublicComment

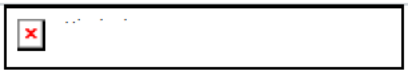
[Caution: This email originated outside Dupagecounty.gov. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

Formstack Submission For: PublicComment

Submitted at 10/28/25 11:16 AM

Meeting Date:	10/28/25
Meeting:	DuPage County Board
Name:	Helen Schroot
Organization:	Dupage citizen
Address:	
Daytime Phone:	
Subject:	Drone usage
Comment:	My name is Helen. I'm here because public safety cannot come at the cost of public trust. Drones. The Sheriff's new drone policy allows powerful surveillance technology with minimal transparency. We know that drones can be lifesaving in search-and-rescue missions. But without detailed written procedures for their use, data retention, and disclosure, they also risk becoming silent tools of unchecked observation. Speaking for myself, I'm adamantly opposed to the use of drones for

surveillance or law enforcement.
We're asking for a simple safeguard one rooted in constitutional duty and evidence-based policing:
Require a detailed, publicly accessible operating procedure for every stage of drone deployment activation, monitoring, data storage, and destruction.
Each flight should generate a mandatory public log that records the meta data - date, time, duration, purpose, legal basis, and outcome. These logs must be retained and open to the public through FOIA, so residents can verify that drones aren't being used in ways that cross constitutional lines or target particular communities.
After the Supreme Court's recent ruling narrowing warrantless surveillance, local governments cannot wait for litigation to tell us what fairness should look like. DuPage County can set the standard for ethical technology use by requiring transparency before expansion.
Transparency is what sustains legitimacy because people understand how surveillance is used, they are more likely to cooperate, not less. When there is no transparency it breeds anxiety, withdrawal, and distrust.
So my question to this Board is this:
Will you commit today to directing the Sheriff's Office to create and publicly post a detailed operational policy and drone-flight log accessible to all residents under FOIA, with clear retention timelines and an annual public report?
We don't need more secrecy to feel safe, we need shared accountability. This is how DuPage protects both its people and its principles.
Thank you.



© 2025 Intellistack (formerly Formstack). All rights reserved.
This is a customer service email.
Intellistack, 50 South Steele Street, Suite 500, Denver, CO 80209

Blakely, Heidi

From: noreply@formstack.com
Sent: Monday, October 27, 2025 10:51 PM
To: Web Master; County Board Public Comment
Subject: PublicComment

[Caution: This email originated outside Dupagecounty.gov. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

Formstack Submission For: PublicComment

Submitted at 10/27/25 10:50 PM

Meeting Date:	10/27/25
Meeting:	DuPage County Board
Name:	Holly T
Organization:	
Address:	, IL 60185
Daytime Phone:	
Subject:	Restrict ICE activity in DuPage County
Comment:	Hello, Please pass any restrictions possible to limit the ability for ICE to be lawfully present in our community and county. I am very concerned for the community based on the reports of ICE aggressive behaviors, lacking due process, warrants, or accountability. If there are any measures the county can take to limit the access, impact, or

movements of ICE in our county, I strongly encourage you to support and pass such measures.

Thank you,
Holly T

© 2025 Intellistack (formerly Formstack). All rights reserved.
This is a customer service email.
Intellistack, 50 South Steele Street, Suite 500, Denver, CO 80209

Blakely, Heidi

From: noreply@formstack.com
Sent: Monday, October 27, 2025 10:20 PM
To: Web Master; County Board Public Comment
Subject: PublicComment

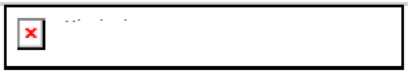
[Caution: This email originated outside Dupagecounty.gov. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

Formstack Submission For: PublicComment

Submitted at 10/27/25 10:20 PM

Meeting Date:	10/27/25
Meeting:	DuPage County Board
Name:	Julie Hardwick
Organization:	
Address:	Wheaton, IL 60189
Daytime Phone:	
Subject:	DuPage County Sheriff Drone Acquisition
Comment:	Asking the board to postpone moving forward with this acquisition until proper public input can be gathered. I am concerned given all the drone activity with ICE raids as to what the sheriff would be using this for. What data is gathered and how it is used. How use and data collected is audited for compliance.

Ensure that policy is put in place as to what information can be gathered, who it can be shared with and how compliance of use will be maintained



© 2025 Intellistack (formerly Formstack). All rights reserved.
This is a customer service email.
Intellistack, 50 South Steele Street, Suite 500, Denver, CO 80209

Blakely, Heidi

From: noreply@formstack.com
Sent: Monday, October 27, 2025 10:08 PM
To: Web Master; County Board Public Comment
Subject: PublicComment

[Caution: This email originated outside Dupagecounty.gov. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

Formstack Submission For: PublicComment

Submitted at 10/27/25 10:08 PM

Meeting Date:	10/27/25
Meeting:	DuPage County Board
Name:	Julie Hardwick
Organization:	
Address:	Wheaton, IL 60189
Daytime Phone:	
Subject:	Protection for residents / workers on County Property
Comment:	Asking the board to put policies in place to prohibit ICE from using county property for immigration activities (staging, detention and processing). Post appropriate signage indicating that county property and parking lots are ICE free zones. Enforce these policies and report on any incidents with ICE. Require a

JUDICIAL warrant if ICE should one by any county property. Ask them to leave if they don't have a JUDICIAL warrant. Do not disclose any personal information that can be used in immigration enforcement without a JUDICIAL warrant.

How would the board train all county employees on these policies and "Know Your Rights" when such policies are implemented?

© 2025 Intellistack (formerly Formstack). All rights reserved.
This is a customer service email.
Intellistack, 50 South Steele Street, Suite 500, Denver, CO 80209

Blakely, Heidi

From: noreply@formstack.com
Sent: Monday, October 27, 2025 9:52 PM
To: Web Master; County Board Public Comment
Subject: PublicComment

[Caution: This email originated outside Dupagecounty.gov. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

Formstack Submission For: PublicComment

Submitted at 10/27/25 9:52 PM

Meeting Date:	10/27/25
Meeting:	DuPage County Board
Name:	Kevin Coyne
Organization:	DuPage County GOP
Address:	Naperville, IL 60565
Daytime Phone:	
Subject:	Resolution to Support Greater Due Process for Immigrants
Comment:	To the DuPage County Board, I am writing to thank you for bringing forward your resolution to support greater due process for immigrants. Everyone cherishes the important role immigrants have played in building America into the greatest country in the world.

Immigration, as important as it is, must always be done legally. A country is not a country without borders. America, and Illinois in particular, cannot keep spending billions every year dealing with the cost of illegal immigration.

It has been our low income, largely minority communities who pay the largest price for illegal immigration. It was not wealthy, white suburbs that received all those buses of illegal immigrants because of the Biden Administration's failure to protect our border. Those illegal immigrants were overwhelmingly bused to financially strapped, minority neighborhoods.

The federal government is clearly focusing its resources on those communities that publicly repudiate federal immigration policy. Through your resolution, you will assuredly attract the attention of federal authorities, namely ICE. DuPage will now hold a prominent place on their list. The federal cavalry will likely now come in greater numbers and all officials who supported this resolution will be the reason.

The only substantive effect of your resolution will be to draw more ICE agents to DuPage County. On behalf of all those residents who still value legal immigration and appreciate those immigrants who did things the right way, we say thank you.

Kevin Coyne
Chairman
DuPage GOP

© 2025 Intellistack (formerly Formstack). All rights reserved.
This is a customer service email.
Intellistack, 50 South Steele Street, Suite 500, Denver, CO 80209

Blakely, Heidi

From: noreply@formstack.com
Sent: Monday, October 27, 2025 6:38 PM
To: Web Master; County Board Public Comment
Subject: PublicComment

[Caution: This email originated outside Dupagecounty.gov. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

Formstack Submission For: PublicComment

Submitted at 10/27/25 6:38 PM

Meeting Date:	10/27/25
Meeting:	DuPage County Board
Name:	Holly T
Organization:	
Address:	, IL 60185
Daytime Phone:	
Subject:	Restrict ICE activity in DuPage County
Comment:	Hello, Please pass any restrictions possible to limit the ability for ICE to be lawfully present in our community and county. I am very concerned for the community based on the reports of ICE aggressive behaviors, lacking due process, warrants, or accountability. If there are any measures the county can take to limit the access, impact, or

movements of ICE in our county, I strongly encourage you to support and pass such measures.

Thank you,
Holly T

© 2025 Intellistack (formerly Formstack). All rights reserved.
This is a customer service email.
Intellistack, 50 South Steele Street, Suite 500, Denver, CO 80209

Blakely, Heidi

From: noreply@formstack.com
Sent: Monday, October 27, 2025 4:33 PM
To: Web Master; County Board Public Comment
Subject: PublicComment

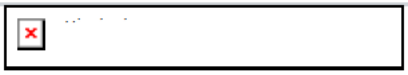
[Caution: This email originated outside Dupagecounty.gov. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

Formstack Submission For: PublicComment

Submitted at 10/27/25 4:32 PM

Meeting Date:	10/27/25
Meeting:	DuPage County Board
Name:	Mandy Puchalski
Organization:	None- resident
Address:	Elmhurst, IL 60126
Daytime Phone:	
Subject:	Sheriff use of drones
Comment:	Thank you sincerely to the board for your recent actions taken in protecting our residents rights and outlying how ICE is permitted to conduct themselves. I do have continued concern about the use of drones; security of data, transparency to the public on usage and potential for abuses. What can this board do to safeguard residents privacy if drones are approved?

Thank you sincerely for the work you do,
Mandy Puchalski



© 2025 Intellistack (formerly Formstack). All rights reserved.
This is a customer service email.
Intellistack, 50 South Steele Street, Suite 500, Denver, CO 80209

Blakely, Heidi

From: noreply@formstack.com
Sent: Sunday, November 9, 2025 10:51 AM
To: Web Master; County Board Public Comment
Subject: PublicComment

[Caution: This email originated outside Dupagecounty.gov. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

Formstack Submission For: PublicComment

Submitted at 11/09/25 10:51 AM

Meeting Date:	11/09/25
Meeting:	DuPage County Board
Name:	Catherine Bosold
Organization:	
Address:	Glen Ellyn, IL 60137
Daytime Phone:	
Subject:	Speeding
Comment:	I would like to address the increase in vehicles speeding all over Dupage County.

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

File #: 25-2733 **Agenda Date:** 11/12/2025 **Agenda #:** 8.A.

DU PAGE COUNTY

DuPage County Board

Summary

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

Tuesday, October 28, 2025 **10:00 AM** **County Board Room**

1. CALL TO ORDER

10:00 AM meeting was called to order by Chair Deborah A. Conroy at 10:32 AM.

Motion to Conduct Meeting

Member Childress moved and Member Covert seconded a motion to allow the members of the County Board to conduct the meeting via teleconference/remotely. The motion was approved by voice vote, all "ayes." Member Schwarze was absent.

2. PLEDGE OF ALLEGIANCE

Member Galassi led the pledge of allegiance.

3. INVOCATION

3.A. Father Toni Josevski – Macedonian Orthodox Church, Willowbrook

4. ROLL CALL

PRESENT:	Conroy, Childress, Covert, Cronin Cahill, Eckhoff, Evans, Galassi, Garcia, Haider, Honig, Krajewski, LaPlante, Martinez, Ozog, Tornatore, Yoo, and Zay
ABSENT:	Schwarze
REMOTE:	DeSart

5. PUBLIC COMMENT Limited to 3 minutes per person

The following individuals made public comment:

Janet Miller: ICE, immigration, and County Board Resolution CB-R-0078-25
Bill Alrich: Affordable housing
Kate Wolff: Gun violence memorial
Rebecca Hackman: ICE, immigration, and County Board Resolution CB-R-0078-25
Victor Mem: ICE, immigration, and County Board Resolution CB-R-0078-25
Maria Sinkule: ICE, immigration, and County Board Resolution CB-R-0078-25
Tim Kane: ICE, immigration, and County Board Resolution CB-R-0078-25
Beth Scroogs: ICE, immigration, and County Board Resolution CB-R-0078-25
Helen Schroot: Drones
Angel Tyrrell: ICE, immigration, and County Board Resolution CB-R-0078-25
Melissa Villanueva: ICE, immigration, and County Board Resolution CB-R-0078-25, small

business relief
Jesse Gutierrez: Federal government

Motion to Extend Public Comment

Member Galassi moved and Member LaPlante seconded a motion to extend public comment. The motion was approved on voice vote, all "ayes." Member Schwarze was absent.

Rachel Eckhorn: Gun violence memorial
Judith Lukas: ICE, immigration, and County Board Resolution CB-R-0078-25
Sarah Frankland-Searby: Drones
Ruben Maciel-Perez: Meeting times
Donna Conrad: ICE, immigration, and County Board Resolution CB-R-0078-25

25-2659

Online Public Comment

All online submissions for public comment from the **October 28, 2025** DuPage County Board meeting are included for the record in their entirety. They are found in the meeting packet and at the link above.

6. CHAIR'S REPORT / PRESENTATIONS

Chair Conroy made the following remarks:

I want to begin today by acknowledging the teamwork and collaborative dynamic we enjoy on the County Board. I want to praise Members here who work so hard on behalf of their constituents and on behalf of all of DuPage County. I do not take your efforts or your opinions for granted. I respect you all. As a result of that respect, I also acknowledge that we do not see every issue the same way. I don't think there's a democratically elected body of individuals who agree on everything.

On today's agenda is a resolution that I am putting forth that takes a position on the recent actions of the Immigration and Customs Enforcement, or ICE agents in our region. As I have said previously, I believe, and I think many of you agree… that arresting suspects with known criminal backgrounds, **with judicial warrants** is one thing. But too often, ICE operations in our County, and our region, have been exercises in racial profiling in which law-abiding residents are simply snatched off the street and detained. The resolution I am presenting today echoes many of the comments made on this floor, asking for due process and citing the federal failure to provide a legal, achievable immigration process for people who want to become citizens of the United States. Today's resolution seeks due process and calls for an end to operations that are impacting one segment of our law-abiding residents disproportionately… based only on their race or culture. I ask for your support, and I know that we will have a respectful, thoughtful discussion.

On another important matter, the U.S. Department of Agriculture has announced federal food aid will not go out November 1st if the government shutdown continues. According to our latest figures, almost 40.000 DuPage households, or 76,000 individuals in DuPage County receive

Supplemental Nutrition Assistance Program, or SNAP program benefits to purchase food. Members Greg Schwarze and Paula Deacon Garcia, as Chair and Vice-Chair of the Human Services Committee… and Community Services Director Mary Keating will be working with me on a plan to respond to this significant halt to important support for our residents in need.

Finally, a calendar reminder: the County Board typically meets on the second and fourth Tuesdays of the month. In November, the second Tuesday of the month falls on Veterans Day, a federal holiday. As such, County offices will be closed that day. We have rescheduled the first County Board meeting of November to take place at 7 p.m. **Wednesday**, Nov. 12. As usual, this is an open, public meeting and all are invited.

6.A. Health Department FY2026 Budget Presentation

6.B. Metra Annual Budget Report

7. CONSENT ITEMS

7.A. **25-2627**
DuPage County Board - Regular Meeting Minutes - Tuesday, October 14, 2025

7.B. **25-2505**
10-10-2025 Paylist

7.C. **25-2517**
10-15-2025 Auto Debit Paylist

7.D. **25-2568**
10-17-2025 Auto Debit Paylist

7.E. **25-2574**
10-17-2025 Paylist

7.F. **25-2592**
10-21-2025 Paylist

7.G. **25-2503**
County Recorder Monthly Revenue Statement - September 2025

7.H. **25-2576**
Treasurer's Monthly Report of Investments and Deposits - September 2025

7.I. **25-2590**
Change orders to various contracts as specified in the attached packet.

RESULT:	APPROVED THE CONSENT AGENDA
MOVER:	Saba Haider
SECONDER:	Paula Garcia

AYES:	Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Evans, Galassi, Garcia, Haider, Honig, Krajewski, LaPlante, Martinez, Ozog, Tornatore, Yoo, and Zay
ABSENT:	Schwarze

Motion to Reorder Agenda Items

Member Zay moved and Member Galassi seconded a motion to move the vote of the County Board resolutions to the end of the agenda, after Transporation committee items. The motion was approved by voice vote, all "ayes." Member Schwarze was absent.

9. FINANCE - DEACON GARCIA

Committee Update

9.A. **FI-R-0160-25**

Acceptance and appropriation of the Help America Vote Act - Polling Place Accessibility Grant PY26, Company 5000 - Accounting Unit 1071, in the amount of $3,686. (County Clerk - Election Division)

WHEREAS, the County of DuPage, through the DuPage County Clerk-Election Division, has been notified by the Illinois State Board of Elections that grant funds in the amount of $3,686.00 (THREE THOUSAND SIX HUNDRED EIGHTY-SIX AND NO/100 DOLLARS) are available through the Help America Vote Act of 2002 (HAVA), to provide additional resources to make improvements to Illinois polling places for voters with disabilities; and

WHEREAS, to receive said grant funds, the County of DuPage, through the DuPage County Clerk-Election Division, must enter into a Grant Acceptance Agreement with the Illinois State Board of Elections, a copy of which is attached to and incorporated as a part of this resolution by reference (ATTACHMENT II); and

WHEREAS, the grant period of the Grant Acceptance Agreement is from July 1, 2025 to June 30, 2026; 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 DuPage 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 Grant Acceptance Agreement (ATTACHMENT II) between DuPage County and the Illinois State Board of Elections 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 $3,686.00 (THREE THOUSAND SIX HUNDRED EIGHTY-SIX AND NO/100 DOLLARS) be

made to establish the HAVA Polling Place Accessibility Grant PY26, Company 5000 - Accounting Unit 1071, for period July 1, 2025 through June 30, 2026; and

BE IT FURTHER RESOLVED by the DuPage County Board that the DuPage County Clerk 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 Finance Committee shall review the need for continuing the specified program; and

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

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Saba Haider
AYES:	Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Evans, Galassi, Garcia, Haider, Honig, Krajewski, LaPlante, Martinez, Ozog, Tornatore, Yoo, and Zay
ABSENT:	Schwarze

9.B. **FI-R-0165-25**

Acceptance and appropriation of interest earned on investment for the DuPage Animal Friends Unrestricted PY25 Grant, Company 5000 - Accounting Unit 1310, in the amount of $1,471. (Animal Services)

WHEREAS, the County of DuPage heretofore accepted and appropriated the DuPage Animal Friends Unrestricted PY25 Grant, pursuant to Resolution FI-R-0042-25 for the period December 1, 2024 through November 30, 2026; and

WHEREAS, the County of DuPage has invested cash balances in accordance with the DuPage Animal Friends grant requirements and has interest income earned in the amount $1,470.67 (ONE THOUSAND FOUR HUNDRED SEVENTY AND 67/100 DOLLARS) during the term of the award, to be used for the support of the DuPage County Animal Friends Unrestricted PY25 Grant; and

WHEREAS, no additional County funds are required to appropriate this interest earned; and

WHEREAS, the DuPage County Board finds that the need to appropriate said interest 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 interest income earned in the amount $1,470.67 (ONE THOUSAND FOUR HUNDRED SEVENTY AND 67/100 DOLLARS) be and 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 $1,471 (ONE THOUSAND FOUR HUNDRED SEVENTY-ONE AND NO/100 DOLLARS) be made and added to the DuPage Animal Friends Unrestricted PY25 Grant, Company 5000 - Accounting Unit 1310, for the period of December 1, 2024 through November 30, 2026; and

BE IT FURTHER RESOLVED by the DuPage County Board, that should local funding cease for this grant, the Animal Services Committee shall review the need for continuing the specified program; and

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

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Sadia Covert
AYES:	Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Evans, Galassi, Garcia, Haider, Honig, Krajewski, LaPlante, Martinez, Ozog, Tornatore, Yoo, and Zay
ABSENT:	Schwarze

9.C. **FI-R-0185-25**

Authorization to transfer and appropriate up to $1,060,975 in additional funds from the Recorder Document Storage Fund to the County Automation Fund, for Fiscal Year 2025.

WHEREAS, appropriations for the RECORDER DOCUMENT STORAGE FUND for Fiscal Year 2025 were adopted by the County Board pursuant to Ordinance FI-O-0010-24; and

WHEREAS, the RECORDER DOCUMENT STORAGE FUND accounts for assessed recording fees and those expenses incurred to operate and maintain public land records; and

WHEREAS, due to the need to fund the COUNTY AUTOMATION FUND, COMPANY 1100 - ACCOUNTING UNIT 2930, as related to the sale of bulk electronic data and pursuant to 55 ILCS 5/5-1106.1, there is a need for an additional appropriation in the RECORDER DOCUMENT STORAGE FUND, COMPANY 1100 - ACCOUNTING UNIT 4310; and

WHEREAS, the DuPage County Board authorized the transfer of FY2025 Report Copy Fees pursuant to FI-R-0139-25; and

WHEREAS, the Report Copy Fees as related to Fiscal Years 2019 through 2024 equal $1,060,974.60 (ONE MILLION, SIXTY THOUSAND, NINE HUNDRED SEVENTY-FOUR AND SIXTY/100 DOLLARS); and

WHEREAS, the County of DuPage finds it necessary to transfer an amount up to, but not to exceed, $1,060,975 (ONE MILLION, SIXTY THOUSAND, NINE HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS) to the COUNTY AUTOMATION FUND, COMPANY 1100 - ACCOUNTING UNIT 2930 from the RECORDER DOCUMENT STORAGE FUND, COMPANY 1100 - ACCOUNTING UNIT 4310; and

WHEREAS, the County of DuPage finds it necessary to authorize the Chief Financial Officer, to transfer said amount in one or more transfers as operating requirements dictate; and

WHEREAS, sufficient funds are available in the RECORDER DOCUMENT STORAGE FUND, COMPANY 1100 - ACCOUNTING UNIT 4310, to accommodate said transfer(s) up to, but not to exceed $1,060,975 (ONE MILLION, SIXTY THOUSAND, NINE HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS) for the aforementioned time period; and

WHEREAS, the need to provide an additional appropriation in the amount of up to, but not to exceed, $1,060,975 (ONE MILLION, SIXTY THOUSAND, NINE HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS) in the RECORDER DOCUMENT STORAGE FUND, COMPANY 1100 - ACCOUNTING UNIT 4310, creates an emergency within the meaning of the Counties Act, Budget Division, (55 ILCS 5/6-1003).

NOW, THERFORE, BE IT RESOLVED, by the DuPage County Board that the said transfer(s) may be relative to the period of December 1, 2024 to November 30, 2025; and

BE IT FURTHER RESOLVED by the DuPage County Board that the Finance

Department is authorized and directed to transfer, in consultation with the Chief Financial Officer, an amount up to, but not to exceed, $1,060,975 (ONE MILLION, SIXTY THOUSAND, NINE HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS) in one or more transfers, in the aforementioned time period.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Sadia Covert
AYES:	Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Evans, Galassi, Garcia, Haider, Honig, Krajewski, LaPlante, Martinez, Ozog, Tornatore, Yoo, and Zay
ABSENT:	Schwarze

9.D. **FI-R-0180-25**

Additional appropriation for the Veterans Assistance Commission Fund, Company 4500, Accounting Unit 5851, in the amount of $41,000.

WHEREAS, appropriations for the VETERANS ASSISTANCE COMMISSION FUND for Fiscal Year 2025 were adopted by the County Board pursuant to Ordinance FI-O-0010-24; and

WHEREAS, the County Board approved payments to the Midwest Shelter and Chicagoland Veterans through the Member Initiative Program, there is a need for an additional appropriation in the VETERANS ASSISTANCE COMMISSION FUND - COMPANY 4500, ACCOUNTING UNIT 5851 in the amount of $41,000 (FORTY-ONE THOUSAND, AND NO/100 DOLLARS); and

WHEREAS, there is sufficient unappropriated cash in the VETERANS ASSISTANCE COMMISSION FUND - COMPANY 4500, ACCOUNTING UNIT 5851 to support an additional appropriation of $41,000 (FORTY-ONE THOUSAND, AND NO/100 DOLLARS); and

WHEREAS, the need to provide an additional appropriation in the amount of $41,000 (FORTY-ONE THOUSAND, AND NO/100 DOLLARS); in the VETERANS ASSISTANCE COMMISSION FUND - COMPANY 4500, ACCOUNTING UNIT 5851 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 an additional appropriation (Attachment) in the amount of $41,000 (FORTY-ONE THOUSAND, AND NO/100 DOLLARS); in the VETERANS ASSISTANCE COMMISSION FUND - COMPANY 4500, ACCOUNTING UNIT 5851 is hereby approved and added to the Fiscal Year 2025 Appropriation Ordinance.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Sadia Covert
AYES:	Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Evans, Galassi, Garcia, Haider, Honig, Krajewski, LaPlante, Martinez, Ozog, Tornatore, Yoo, and Zay
ABSENT:	Schwarze

9.E. **FI-R-0182-25**

Additional appropriation for the 1993 Jail Refunding Bond Debt Service Fund, Company 7000, Accounting Unit 7007, in the amount of $28,962, and authorization to transfer funds from the 1993 Jail Refunding Bond Debt Service Fund, Company 7000 - Accounting Unit 7007, to the General Fund Special Accounts Fund, Company 1000 - Accounting Unit 1180, in the amount of $28,961.54, for fiscal year 2025.

WHEREAS, debt service payments for the 1993 Jail Refunding Bonds have been satisfied as of December 28, 2020, and there remain excess funds in the amount of $28,961.54 (TWENTY-EIGHT THOUSAND NINE HUNDRED SIXTY-ONE AND 54/100 DOLLARS); and

WHEREAS, there exists the need for an additional appropriation in the amount of $28,962 (TWENTY-EIGHT THOUSAND NINE HUNDRED SIXTY-TWO AND NO/100 DOLLARS) in order for excess funds in the 1993 Jail Refunding Bond Debt Service Fund to be transferred to the General Fund.

WHEREAS, the County of DuPage considers it necessary to grant authority to the Chief Financial Officer/Finance Department to transfer the excess funds received into the 1993 Jail Refunding Bond Debt Service Fund, Company 7000 - Accounting Unit 7007, to the General Fund Special Accounts Fund, Company 1000 - Accounting Unit 1180; and

WHEREAS, adequate funds are available in the 1993 Jail Refunding Bond Debt Service Fund to accommodate a transfer of an amount not to exceed $28,961.54 (TWENTY-EIGHT THOUSAND NINE HUNDRED SIXTY-ONE AND 54/100 DOLLARS) in Fiscal Year 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE DuPage County Board that the Chief Financial Officer/Finance Department is hereby authorized to transfer an amount not to exceed $28,961.54 (TWENTY-EIGHT THOUSAND NINE HUNDRED SIXTY-ONE AND 54/100 DOLLARS) from the 1993 Jail Refunding Bond Debt Service Fund to the General Fund Special Accounts Fund in Fiscal Year 2025.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Kari Galassi

AYES:	Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Evans, Galassi, Garcia, Haider, Honig, Krajewski, Martinez, Ozog, Tornatore, Yoo, and Zay
ABSENT:	LaPlante, and Schwarze

9.F. **FI-R-0183-25**

Additional appropriation for the 1993 Stormwater Bond Debt Service Fund, Company 7000 - Accounting Unit 7013, in the amount of $10,594, and authorization to transfer funds from the 1993 Stormwater Bond Debt Service Fund, Company 7000 - Accounting Unit 7013, to the Stormwater Management Fund, Company 1600 - Accounting Unit 3000, in the amount of $10,593.46, for fiscal year 2025.

WHEREAS, debt service payments for the 1993 Stormwater Bonds have been satisfied as of December 28, 2020, and there remain excess funds in the amount of $10,593.46 (TEN THOUSAND FIVE HUNDRED NINETY-THREE AND 46/100 DOLLARS); and

WHEREAS, there exists the need for an additional appropriation in the amount of $10,594 (TEN THOUSAND FIVE HUNDRED NINETY-FOUR AND NO/100 DOLLARS) in order for excess funds in the 1993 Stormwater Bond Debt Service Fund to be transferred to the Stormwater Management Fund.

WHEREAS, the County of DuPage considers it necessary to grant authority to the Chief Financial Officer/Finance Department to transfer the excess funds received into the 1993 Stormwater Bond Debt Service Fund, Company 7000 - Accounting Unit 7013, to the Stormwater Management Fund, Company 1600 - Accounting Unit 3000; and

WHEREAS, adequate funds are available in the 1993 Jail Refunding Bond Debt Service Fund to accommodate a transfer of an amount not to exceed $10,593.46 (TEN THOUSAND FIVE HUNDRED NINETY-THREE AND 46/100 DOLLARS) in Fiscal Year 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE DuPage County Board that the Chief Financial Officer/Finance Department is hereby authorized to transfer an amount not to exceed $10,593.46 (TEN THOUSAND FIVE HUNDRED NINETY-THREE AND 46/100 DOLLARS) from the 1993 Stormwater Bond Debt Service Fund to the Stormwater Management Fund in Fiscal Year 2025.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Kari Galassi
AYES:	Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Evans, Galassi, Garcia, Haider, Honig, Krajewski, Martinez, Ozog, Tornatore, Yoo, and Zay
ABSENT:	LaPlante, and Schwarze

9.G. **FI-R-0184-25**

Additional appropriation for the 2015B Drainage Bond Debt Service Fund, Company 7000 - Accounting Unit 7017, in the amount of $284,571, and authorization to transfer funds from the 2015B Drainage Bond Debt Service Fund, Company 7000 - Accounting Unit 7017, to the General Fund Special Accounts Fund, Company 1000 - Accounting unit 1180, in the amount of $284,570.89, for fiscal year 2025.

WHEREAS, debt service payments for the 2015B Drainage Bonds have been satisfied as of December 23, 2024, and there remain excess funds in the amount of $284,570.89 (TWO HUNDRED EIGHTY-FOUR THOUSAND FIVE HUNDRED SEVENTY AND 89/100 DOLLARS); and

WHEREAS, there exists the need for an additional appropriation in the amount of $284,571 (TWO HUNDRED EIGHTY-FOUR THOUSAND FIVE HUNDRED SEVENTY-ONE AND NO/100 DOLLARS) in order for excess funds in the 2015B Drainage Bond Debt Service Fund to be transferred to the General Fund.

WHEREAS, the County of DuPage considers it necessary to grant authority to the Chief Financial Officer/Finance Department to transfer the excess funds received into the 2015B Drainage Bond Service Fund, Company 7000 - Accounting Unit 7017, to the General Fund Special Accounts Fund, Company 1000 - Accounting Unit 1180; and

WHEREAS, adequate funds are available in the 2015B Drainage Bond Service Fund to accommodate a transfer of an amount not to exceed $284,570.89 (TWO HUNDRED EIGHTY-FOUR THOUSAND FIVE HUNDRED SEVENTY AND 89/100 DOLLARS) in Fiscal Year 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE DuPage County Board that the Chief Financial Officer/Finance Department is hereby authorized to transfer an amount not to exceed $284,570.89 (TWO HUNDRED EIGHTY-FOUR THOUSAND FIVE HUNDRED SEVENTY AND 89/100 DOLLARS) 2015B Drainage Bond Service Fund to the General Fund Special Accounts Fund in Fiscal Year 2025.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Sadia Covert
AYES:	Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Evans, Galassi, Garcia, Haider, Honig, Krajewski, Martinez, Ozog, Tornatore, Yoo, and Zay
ABSENT:	LaPlante, and Schwarze

9.H. **FI-R-0187-25**

Intergovernmental agreement between the County of DuPage and the Township of Winfield, for the use of ARPA Interest funds, for various township building improvements, in the amount of $14,064. (ARPA INTEREST)

WHEREAS, the Township of Winfield ("Township") wishes to make building

improvements at its local offices; and

WHEREAS, DuPage County ("County") seeks to reimburse up to $14,064 in ARPA interest funds to the Township for costs associated with the said building improvements; and

WHEREAS, the County has prepared an Intergovernmental Agreement which outlines the arrangements between the County and the Township to govern the disbursement and auditing of the funds.

NOW, THEREFORE, BE IT RESOLVED, that the DuPage County Board approves the attached Intergovernmental Agreement ("Exhibit A") between the County and the Township; and

BE IT FURTHER RESOLVED, that the DuPage Couty Board hereby directs the DuPage County Board Chair to execute the Intergovernmental Agreement between the County and the Township.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Sadia Covert
AYES:	Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Evans, Galassi, Garcia, Haider, Honig, Krajewski, Martinez, Ozog, Tornatore, Yoo, and Zay
ABSENT:	LaPlante, and Schwarze

9.I. **FI-R-0188-25**

Budget Transfers 10-28-2025 - Various Companies and Accounting Units

WHEREAS, it appears that certain appropriations for various County companies and accounting units are insufficient to cover necessary expenditures for the balance of the 2025 fiscal year; and

WHEREAS, it appears that there are other appropriations within these companies and accounting units from which transfers can be made at the present time to meet the need for funds.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached transfers be made within the indicated companies and accounting units.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Yeena Yoo
AYES:	Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Evans, Galassi, Garcia, Haider, Honig, Krajewski, Martinez, Ozog, Tornatore, Yoo, and Zay
ABSENT:	LaPlante, and Schwarze

9.J. **FI-P-0010-25**

Recommendation for the approval of a contract purchase order to Rock, Fusco & Connelly, LLC, to provide consultation services related to collective bargaining matters for labor negotiations, for the County Board, for the period of December 1, 2025 through November 30, 2026, for a contract total amount not to exceed $150,000. Other professional services not suitable for competitive bid per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-353(1)(b). (Human Resources)

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Finance Committee recommends County Board approval for the issuance of the contract purchase order to Rock, Fusco & Connelly, LLC, to provide consultation services related to collective bargaining matters for labor negotiations, specifically, but not limited to the American Federation of State, County, and Municipal Employees (AFSCME) matters, for the period of December 1, 2025 through November 30, 2026, for the DuPage County Board.

NOW, THEREFORE BE IT RESOLVED, that County Contract covering said, to provide consultation services related to collective bargaining matters for labor negotiations, for the period of December 1, 2025 through November 30, 2026, for the DuPage County Board, for a contract total not to exceed $150,000.00, be, and it is hereby approved for issuance of a contract by the Procurement Division to Rock, Fusco & Connelly, LLC, 333 W. Wacker Drive, Suite 1900, Chicago IL 60606. Other professional services not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-353(1)(b).

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Saba Haider
AYES:	Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Evans, Galassi, Garcia, Haider, Honig, Krajewski, Martinez, Ozog, Tornatore, Yoo, and Zay
ABSENT:	LaPlante, and Schwarze

9.K. **FI-P-0011-25**

Approval of a contract purchase order issued to Nugent Consulting Group, LLC, to provide risk management consulting services, for the Finance Department, for the period of December 1, 2025 through November 30, 2026, for a contract total amount not to exceed $65,000; per renewal of RFP #24-098-FIN, first of three optional renewals.

WHEREAS, proposals have been taken and evaluated in accordance with County Board policy; and

WHEREAS, the Finance Committee recommends County Board approval for the issuance of a contract to Nugent Consulting Group, LLC, to provide risk management consulting services, for the period of December 1, 2025 through November 30, 2026, for the Finance Department.

NOW, THEREFORE BE IT RESOLVED, that said contract to provide risk management consulting services, for the period of December 1, 2025 through November 30, 2026, for the Finance Department, per renewal of RFP #24-098-FIN, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Nugent Consulting Group, LLC, 2409 Peachtree Lane, Northbrook, IL 60062, for a contract total amount of $65,000.00.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Yeena Yoo
AYES:	Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Evans, Galassi, Garcia, Haider, Honig, Krajewski, Martinez, Ozog, Tornatore, Yoo, and Zay
ABSENT:	LaPlante, and Schwarze

9.L. **FI-R-0186-25**

Amendment to Resolution FI-P-0011-25, issued to Nugent Consulting Group, LLC, to provide risk management consulting services, for the Finance Department, for a one-time price increase of the hourly rate from $205 to $210.

WHEREAS, on October 28th, 2025, through Resolution FI-P-0011-25, the DuPage County Board approved a renewed contract to provide risk management consulting services, for the Finance Department (hereinafter the "Contract"), between the County of DuPage (hereinafter the "County") and Nugent Consulting Group, LLC (hereinafter the "Vendor"); and

WHEREAS, the current Contract, by and through the Finance Department, is $65,000; and

WHEREAS, after consultation with the Vendor, the County and Vendor seek to apply a one-time price increase of the hourly rate from $205 to $210 as shown in Exhibit A; and

WHEREAS, the Finance Committee recommends approving the one-time price increase of the Contract; and

WHEREAS, all provisions of the Contract not expressly changed in the Amendment shall remain the same in their entirety.

NOW, THEREFORE BE IT RESOLVED, that the County Board adopts and approves this Amendment to Resolution FI-P-0011-25, issued to Nugent Consulting Group, LLC, to apply a one-time price increase to the hourly rate.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Kari Galassi
AYES:	Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Evans, Galassi, Garcia, Haider, Honig, Krajewski, LaPlante, Martinez, Ozog, Tornatore, Yoo, and Zay
ABSENT:	Schwarze

9.M. **FI-P-0012-25**

Recommendation for the approval of a contract purchase order issued to Alliant Insurance Services, Inc. (Coalition), to secure cyber liability insurance for the County, for Finance - Tort Liability, for the period of December 1, 2025 to December 1, 2026, for a contract total amount not to exceed $137,191. Vendor selected pursuant to DuPage County Procurement Ordinance 2-353(2).

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Finance Committee recommends County Board approval for the issuance of a contract purchase order to Alliant for insurance carrier (Coalition) to provide cyber liability insurance, for the period of December 1, 2025 to December 1, 2026, for Finance-Tort Liability.

NOW, THEREFORE, BE IT RESOLVED, that County contract, covering said, to provide cyber liability insurance, for Finance-Tort Liability, for the period of December 1, 2025 to December 1, 2026, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Alliant, 353 N. Clark Street, Chicago, IL 60654, for a contract total amount of $137,191.00.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Saba Haider
AYES:	Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Evans, Galassi, Garcia, Haider, Honig, Krajewski, LaPlante, Martinez, Ozog, Tornatore, Yoo, and Zay
ABSENT:	Schwarze

9.N. **FI-P-0013-25**

Recommendation for the approval of a contract purchase order issued to Alliant Insurance Services, Inc. (Safety National/Upland Specialty/Metis/Obsidian), to secure excess liability insurance for the County and the Health Department, for Finance - Tort Liability, for the period of December 1, 2025 to December 1, 2026, for a contract total amount not to exceed $1,049,048. Vendor selected pursuant to DuPage County Procurement Ordinance 2-353(2).

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Finance Committee recommends County Board approval for the issuance of a contract purchase order to Alliant for insurance carriers (Safety National/Upland Specialty/Metis/Obsidian) to provide excess general and automobile liability insurance, for the County and the Health Department, for the period of December 1, 2025 to December 1, 2026, for Finance-Tort Liability.

NOW, THEREFORE, BE IT RESOLVED, that said contract for excess general and automobile liability insurance, for the County and the Health Department, for the period of December 1, 2025 to December 1, 2026, for Finance-Tort Liability, be, and it is hereby approved for issuance of contract purchase order by the Procurement Division to Alliant, 353 N. Clark Street, Chicago, Illinois 60654, for a contract total amount not to exceed $1,049,048.00.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Saba Haider
AYES:	Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Evans, Galassi, Garcia, Haider, Honig, Krajewski, LaPlante, Martinez, Ozog, Tornatore, Yoo, and Zay
ABSENT:	Schwarze

9.O. **FI-P-0014-25**

Recommendation for the approval of a contract purchase order issued to Alliant Insurance Services, Inc. (Chubb), to secure property insurance for the County and the Health Department, for the Finance Department, for the period of December 1, 2025 to December 1, 2026, for a contract total amount not to exceed $397,747. Vendor selected pursuant to DuPage County Procurement Ordinance 2-353(2).

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Finance Committee recommends County Board approval for the issuance of a contract purchase order to Alliant for insurance carrier (Chubb) to provide property insurance for all County properties including the Health Department, also

including flood coverage insurance, for the period of December 1, 2025 to December 1, 2026, for the Finance Department.

NOW, THEREFORE, BE IT RESOLVED, that County contract, covering said, to secure property insurance for all County properties including the Health Department, and including flood coverage insurance, for the Finance Department, for the period of December 1, 2025 to December 1, 2026, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Alliant, 353 N. Clark Street, Chicago, IL 60654, for a contract total not to exceed $397,747.00.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Saba Haider
AYES:	Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Evans, Galassi, Garcia, Haider, Honig, Krajewski, LaPlante, Martinez, Ozog, Tornatore, Yoo, and Zay
ABSENT:	Schwarze

9.P. **FI-P-0015-25**

Recommendation for the approval of a contract purchase order issued to Alliant Insurance Services, Inc. (Safety National), to secure excess workers' compensation insurance for the County and the Health Department, for Finance - Tort Liability, for the period of December 1, 2025 to December 1, 2026, for a contract total amount not to exceed $202,996. Vendor selected pursuant to DuPage County Procurement Ordinance 2-353(2).

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Finance Committee recommends County Board approval for the issuance of a contract purchase order to Alliant for insurance carrier (Safety National), to provide workers' compensation insurance, for the County and the Health Department, for the period of December 1, 2025 to December 1, 2026, for Finance-Tort Liability.

NOW, THEREFORE BE IT RESOLVED, that County contract covering said, to provide Workers' Compensation Insurance to the County and the Health Department, for the period December 1, 2025 to December 1, 2026, for Finance-Tort Liability, be, and it is hereby approved for issuance of a contract purchase order, by the Procurement Division to Alliant, 353 N. Clark Street, Chicago, IL 60654, for a contract total not to exceed $202,996.00.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Lucy Evans

AYES:	Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Evans, Galassi, Garcia, Haider, Honig, Krajewski, LaPlante, Martinez, Ozog, Tornatore, Yoo, and Zay
ABSENT:	Schwarze

10. ANIMAL SERVICES - KRAJEWSKI

Committee Update

11. DEVELOPMENT - TORNATORE

Committee Update

12. ECONOMIC DEVELOPMENT - YOO

Committee Update

12.A. **ED-R-0002-25**

Service Agreement between the County of DuPage and Choose DuPage, Contract Date December 1, 2025 to November 30, 2027.

WHEREAS, Choose DuPage is a not-for-profit Economic Development Corporation existing under the laws of the State of Illinois and organized for the purpose of promoting the economic development of DuPage County; and

WHEREAS, Choose DuPage represents the cooperative effort between the interests of business and government, and is a partnership between business and government, including the County of DuPage ("County"), charged with advancing the economy of DuPage County by, amongst other methods, promoting job creation and retention within DuPage County; and

WHEREAS, the County desires to support and assist Choose DuPage in furtherance of the not-for-profit's endeavors and, historically, has rendered such support in the form of financial assistance; and

WHEREAS, an existing Service Agreement between the County of DuPage and Choose DuPage, which among other things, sets forth an arrangement whereby the County and Choose DuPage cost-share certain services, was originally adopted by the DuPage County Board on the 27th day of October 2009 and has been subsequently renewed with the current agreement set to expire on November 30, 2025; and

WHEREAS, the County desires to continue its support of Choose DuPage with a new Service Agreement, attached hereto, which shall take effect on December 1, 2025; and

WHEREAS, the County agrees to support Choose DuPage by providing monthly financial assistance; and

WHEREAS, the value of such financial assistance shall be in an amount not to exceed the County's Contribution Limit, to be specified annually by the DuPage County Board; and

WHEREAS, any payments made to Choose DuPage shall be used for business activities that support economic development endeavors; and

WHEREAS, Choose DuPage agrees to incur all other costs associated with its day-to-day operations; and

WHEREAS, the attached Service Agreement shall control the relationship between the County and Choose DuPage, in part, with regard to the County's support of Choose DuPage and in part in return for securing private sector investment within the County.

NOW THEREFORE BE IT RESOLVED, by the DuPage County Board that the County is hereby authorized to enter into the Service Agreement with Choose DuPage, attached hereto, for the purpose of providing financial support and that the County Board Chair is directed to sign the aforesaid Agreement on behalf of the COUNTY; and

BE IT FURTHER RESOLVED that the County Clerk transmit copies of this resolution and any documents attached and made a part hereof, to Lisa Smith, State's Attorney's Office; the County Board Office c/o Joan Olson, Chief Communications Officer; Finance Department c/o Jeff Martynowicz, Chief Financial and Administrative Officer, 421 N. County Farm Road, Wheaton, Illinois 60187; and Choose DuPage, c/o Greg Bedalov, President and CEO, 2001 Butterfield Rd, Suite 235, Downers Grove, Illinois 60515.

Enacted and approved this 28th day of October 2025 at Wheaton,

RESULT:	APPROVED
MOVER:	Yeena Yoo
SECONDER:	Sadia Covert
AYES:	Childress, Covert, Cronin Cahill, DeSart, Evans, Galassi, Garcia, Haider, Honig, Krajewski, LaPlante, Martinez, Ozog, Tornatore, Yoo, and Zay
ABSENT:	Eckhoff, and Schwarze

13. ENVIRONMENTAL - HAIDER

Committee Update

14. HUMAN SERVICES - SCHWARZE

Committee Update

14.A. **HS-R-0018-25**

DuPage Care Center Rate Increase to increase the per patient day charges last fixed by Resolution HS-R-0018-24, approved October 22, 2024, from $468 per day to $487 per day for Standard Custodial Care and from $487 per day to $506 per day for Alzheimer's Special Care and from $668 per day to $695 per day for Post-Acute Care, and $400 per day for Respite Care, effective December 1, 2025. (DuPage Care Center)

WHEREAS the cost per person for care and services to residents at the DuPage Care Center has increased since the rates were last adjusted by Resolution HS-R-0018-24 approved October 22, 2024, and

WHEREAS it is necessary that the charges per person for care and select services be changed to offset the costs for such care and services and be in conjunction with the increased Medicaid Rate.

NOW, THEREFORE BE IT RESOLVED by the DuPage County Board that, effective December 1, 2025, the charges per patient day at the DuPage Care Center will be changed from $468.00 per day to $487.00 per day for Standard Custodial Care and from $487.00 per day to $506.00 per day for Alzheimer's Special Care and from $668.00 per day to $695.00 per day for Post-Acute Care, and $400.00 per day for Respite Care.

BE IT FURTHER RESOLVED by the DuPage County Board that for the Private Pay residents residing at the DuPage Care Center as of November 30, 2023, the above rates will be contractually adjusted to only reflect a 4% increase of rates as per Resolution HS-R-008-24 approved October 22, 2024.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Kari Galassi
AYES:	Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Evans, Galassi, Garcia, Haider, Honig, Krajewski, LaPlante, Martinez, Ozog, Tornatore, Yoo, and Zay
ABSENT:	Schwarze

14.B. **HS-P-0050-25**

Recommendation for the approval of a contract purchase order to Metropolitan Industries, Inc., to provide, deliver and install a Metropolitan "Metro-Prime" pump system, for the DuPage Care Center, for the period of October 28, 2025 through October 27, 2026, for a total contract amount not to exceed $51,220. Per 55 ILCS 5/5-1022(c) not suitable for competitive bids. (Sole Source - sole manufacturer)

WHEREAS, a sole source quotation has been obtained in accordance with 55 ILCS 5/5-1022 and County Board policy; and

WHEREAS, the County is authorized to enter into a Sole Source Agreement pursuant to Section 2-350 of the DuPage County Procurement Ordinance; and

WHEREAS, based upon supporting documentation provided by the using Department, the Chief Procurement Officer has determined that it is not feasible to secure bids or that there is only one source for the required goods or services, and/or has determined that it is in the best interests of the County to consider only one supplier who has previous expertise relative to the subject procurement; and

WHEREAS, in accordance with the Chief Procurement Officer's determination, the Human Services Committee recommends County Board approval for the issuance of a contract to Metropolitan Industries, Inc., to provide , deliver and install a Metropolitan "Metro-Prime" pump system, for the period of October 28, 2025 through October 27, 2026, for the DuPage Care Center.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to provide, furnish, and install a Metropolitan "Metro-Prime" pump system for the period of October 28, 2025 through October 27, 2026 for the DuPage Care Center, be, and it is hereby approved for issuance of a contract by the Procurement Division to, Metropolitan Industries, Inc., 37 Forestwood Drive, Romeoville, Illinois 60446-1343, for a contract total amount not to exceed $ 51,221.00. Pursuant to 55 ILCS 5/5-1022 (c) not suitable for competitive bids. (Sole provider manufacturer.)

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Kari Galassi
AYES:	Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Evans, Galassi, Garcia, Haider, Honig, Krajewski, LaPlante, Martinez, Ozog, Tornatore, Yoo, and Zay
ABSENT:	Schwarze

14.C. **HS-P-0051-25**

Recommendation for the approval of a contract purchase order to Valdes Supply, to furnish and deliver restroom tissue, paper towels and facial tissue (group 2), as needed for the DuPage Care Center, for the period of December 1, 2025 through November 30, 2026, for a contract total not to exceed $69,000; per bid renewal #22-112-FM, third and final optional renewal.

WHEREAS, bids have been taken and evaluated in accordance with County Board policy; and

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a contract to Valdes Supply, for restroom tissue, paper towels and facial tissue (group 2), for the period of December 1, 2025 through November 30,

2026, for the DuPage Care Center.

NOW, THEREFORE BE IT RESOLVED, that said contract is for restroom tissue, paper towels and facial tissue (group 2), for the period of December 1, 2025 through November 30, 2026 for the DuPage Care Center per bid renewal #22-112-FM, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Valdes Supply, 667 Chaddwick Drive, Wheeling, Illinois 60090, for a contract total amount of $69,000.00.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Kari Galassi
AYES:	Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Evans, Galassi, Garcia, Haider, Honig, Krajewski, LaPlante, Martinez, Ozog, Tornatore, Yoo, and Zay
ABSENT:	Schwarze

14.D. **HS-P-0052-25**

Recommendation for the approval of a contract purchase order to AirGas USA, LLC, to provide liquid portable oxygen, for the residents at the DuPage Care Center, for the period of December 1, 2025 through November 30, 2026, for a contract total amount not to exceed $50,000; under bid renewal #22-105-DCC, third and final optional renewal.

WHEREAS, bids have been taken and evaluated in accordance with County Board policy; and

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a contract to AirGas USA, LLC, to provide liquid portable oxygen, for the period of December 1, 2025 through November 30, 2026, for the DuPage Care Center.

NOW, THEREFORE BE IT RESOLVED, that said contract is to provide liquid portable oxygen, for the period of December 1, 2025 through November 30, 2026 for the DuPage Care Center per bid renewal #22-105-DCC, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to AirGas USA, LLC, Post Office Box 73445, Chicago, Illinois 60673-4445, for a contract total amount of $50,000.00.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Kari Galassi
AYES:	Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Evans, Galassi, Garcia, Haider, Honig, Krajewski, LaPlante, Martinez, Ozog, Tornatore, Yoo, and Zay

ABSENT:	Schwarze

14.E. **HS-P-0053-25**

Recommendation for the approval of a contract purchase order to Sysco Chicago, Inc., to provide primary food, supplies and chemicals, for the DuPage Care Center, for the period of December 1, 2025 through November 30, 2026, for a total contract amount not to exceed $1,363,020; under bid renewal #22-082-DCC, third and final optional renewal.

WHEREAS, bids have been taken and evaluated in accordance with County Board policy; and

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a contract to Sysco Chicago, Inc., to provide primary food, supplies and chemicals, for the period of December 1, 2025 through November 30, 2026, for the DuPage Care Center.

NOW, THEREFORE BE IT RESOLVED, that said contract is to provide primary food, supplies and chemicals, for the period of December 1, 2025 through November 30, 2026 for the DuPage Care Center per bid renewal #22-082-DCC, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Sysco Chicago, Inc., 250 Weiboldt Drive, Des Plaines, Illinois 60016, for a contract total amount of $1,363,020.00.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Saba Haider
AYES:	Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Evans, Galassi, Garcia, Haider, Honig, Krajewski, LaPlante, Martinez, Ozog, Tornatore, Yoo, and Zay
ABSENT:	Schwarze

15. JUDICIAL AND PUBLIC SAFETY - EVANS

Committee Update

15.A. **JPS-P-0046-25**

Recommendation for the approval of a contract to Audriana T. Anderson of the Law Firm of Anderson Attorneys & Advisors, LLC, to provide professional services as a Child Protection GAL Attorney assigned to juvenile cases, for the period of November 1, 2025 through October 31, 2026, for a contract total amount not to exceed $42,000. 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). (18th Judicial Circuit Court)

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for the issuance of a contract to provide professional services as a Child Protection GAL Attorney assigned to juvenile cases, representing abused, neglected, dependent or delinquent minors or family members, where the DuPage County Public Defender may not represent a party, including appeals in these matters, for the period of November 1, 2025 through October 31, 2026, for the 18th Judicial Circuit Court.

NOW, THEREFORE BE IT RESOLVED, that said contract is to provide professional services as a Child Protection GAL Attorney assigned to juvenile cases, representing abused, neglected, dependent or delinquent minors or family members, where the DuPage County Public Defender may not represent a party, including appeals in these matters, for the period of November 1, 2025 through October 31, 2026 for the 18th Judicial Circuit Court, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Audriana T. Anderson of the Law Firm of Anderson Attorneys & Advisors, LLC, 2150 Manchester Road, Suite 101, Wheaton, IL 60187, for a contract total amount not to exceed $42,000.

RESULT:	APPROVED
MOVER:	Lucy Evans
SECONDER:	Yeena Yoo
AYES:	Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Evans, Galassi, Garcia, Haider, Honig, Krajewski, LaPlante, Martinez, Ozog, Tornatore, Yoo, and Zay
ABSENT:	Schwarze

Motion to Table

Member Yoo moved and Member DeSart seconded a motion to table **JPS-P-0047-25.** After a discussion, Member Yoo pulled her original motion.

Motion to Postpone

Member Yoo moved and Member DeSart seconded a motion to postpone **JPS-P-0047-25** to the November 12, 2025 County Board meeting. Members Childress, Covert, DeSart, Garcia, Haider, Honig, Martinez, Ozog, and Yoo voted "aye." Members Cahill, Eckhoff, Evans, Galassi, Krajewski, LaPlante, Tornatore, and Zay voted "nay." Member Schwarze was absent. Motion passed.

15.B. **JPS-P-0047-25**

Recommendation for the approval of a contract purchase order to Safeware, Inc., for the purchase of a tethered drone, for the Sheriff's Office, for the period of October 28, 2025 through October 27, 2030, for a contract total not to exceed $67,892.25. Contract pursuant to the Intergovernmental Cooperation Act (Sourcewell Contract 080922-SAF). (Sheriff's Office)

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 the purchase of a tethered drone; and

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and the Sourcewell Contract # 080922-SAF, the County of DuPage will contract with Safeware, Inc; and

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for the issuance of a contract to Safeware, Inc, FOR the purchase of a tethered drone, for the period of October 28, 2025 through October 27, 2030, for Sheriff's Office.

NOW, THEREFORE BE IT RESOLVED, that County contract, covering said for the purchase of a tethered drone, for the period of October 28, 2025 through October 27, 2030, for Sheriff's Office, be, and it is hereby approved for issuance of a contract by the Procurement Division to Safeware, Inc, 4403 Forbes Blvd Lanham, MD 20706-432, for a contract total amount not to exceed $67,892.25, per contract pursuant to the Sourcewell Contract #080922-SAF.

RESULT: TABLED

16. LEGISLATIVE - DESART

Committee Update

17. PUBLIC WORKS - CHILDRESS

Committee Update

17.A. **PW-P-0030-25**

Recommendation for the approval of a contract to Sutton Ford, Inc., for a F-350 4X4 Super Chassis Cab with a service body attachment, for Public Works, for the period of October 28, 2025 to June 30, 2026, for a total contract amount not to exceed $80,767. Contract pursuant to the Governmental Joint Purchasing Act, 30 ILCS 525/2 (Suburban Purchasing Cooperative #222).

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 a F-350 4x4 Super Chassis Cab with a service body attachment; and

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and the Suburban Purchasing Cooperative, the County of DuPage will contract with Sutton Ford, Inc.; and

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract to Sutton Ford, Inc., FOR a F-350 4x4 Super Chassis Cab with a service body attachment, for the period of October 28, 2025 through June 30, 2026, for Public Works.

NOW, THEREFORE BE IT RESOLVED, that County contract, covering said for a F-350 4x4 Super Chassis Cab with a service body attachment, for the period of October 28, 2025 through June 30, 2026, for Public Works, be, and it is hereby approved for issuance of a contract by the Procurement Division to Sutton Ford, Inc., 21315 Central Ave, Matteson, Illinois, 60443, for a contract total amount not to exceed $80,767, per contract pursuant to the Suburban Purchasing Cooperative Contract #222.

RESULT:	APPROVED
MOVER:	Michael Childress
SECONDER:	Kari Galassi
AYES:	Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Evans, Galassi, Garcia, Haider, Krajewski, LaPlante, Martinez, Ozog, Tornatore, Yoo, and Zay
ABSENT:	Honig, and Schwarze

17.B. **PW-P-0031-25**

Recommendation for the approval of a contract to Currie Motors Fleet, for a Ford F-150 4X4 Super Crew Cab and a Ford Explorer 4WD, for Public Works, for the period of October 28, 2025 to June 30, 2026, for a total contract amount not to exceed $83,477. Contract pursuant to the Governmental Joint Purchasing Act (Suburban Purchasing Cooperative #231 and #232).

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 a Ford F-150 4X4 Super Crew Cab and a Ford Explorer 4WD; and

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and the Suburban Purchasing Cooperative, the County of DuPage will contract with Currie Motors Fleet; and

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract to Currie Motors Fleet, FOR a Ford F-150 4X4 Super Crew Cab and a Ford Explorer 4WD, for the period of October 28, 2025 through June 30, 2026, for Public Works.

NOW, THEREFORE BE IT RESOLVED, that County contract, covering said for a Ford F-150 4X4 Super Crew Cab and a Ford Explorer 4WD, for the period of October 28, 2025 through June 30, 2026, for Public Works, be, and it is hereby approved for issuance of a contract by the Procurement Division to Currie Motors Fleet, 10125 West Laraway Road, Frankfort, Illinois, 60423, for a contract total amount not to exceed $83,477, per contract pursuant to the Suburban Purchasing Cooperative Contract # 231 and #232.

RESULT:	APPROVED
MOVER:	Michael Childress
SECONDER:	Kari Galassi
AYES:	Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Evans, Galassi, Garcia, Haider, Krajewski, LaPlante, Martinez, Ozog, Tornatore, Yoo, and Zay
ABSENT:	Honig, and Schwarze

17.C. **FM-P-0051-25**

Recommendation for the approval of a contract purchase order to Interstate Power Systems, Inc., to provide parts and labor for scheduled preventive maintenance, and on an as-needed basis to maintain and repair generators at the Standby Power Facility, for Facilities Management, for the period of January 1, 2026 through December 31, 2028, for a total contract amount not to exceed $163,693.34. Per 55 ILCS 5/5-1022(c) not suitable for competitive bids. (Sole Source - authorized parts and service provider for this area.)

RESULT:	APPROVED
MOVER:	Michael Childress
SECONDER:	Paula Garcia
AYES:	Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Evans, Galassi, Garcia, Haider, Honig, Krajewski, LaPlante, Martinez, Ozog, Tornatore, Yoo, and Zay
ABSENT:	Schwarze

18. STORMWATER - ZAY

Committee Update

19. TECHNOLOGY - COVERT

Committee Update

20. TRANSPORTATION - OZOG

Committee Update

20.A. **25-2623**

DT-R-0042A-24 - Amendment to DT-R-0042-24, Agreement between the County of

DuPage, Illinois and PACE, for establishment of a pilot rideshare access program for the Willowbrook/Hinsdale Lake Terrace neighborhood (estimated County cost $ 500,000).

WHEREAS, the DuPage County Board heretofore adopted Resolution DT-R-0042-24 on November 12, 2024, granting approval for the County of DuPage (hereinafter referred to as COUNTY) to enter an agreement with Pace, the Suburban Bus Division of the Regional Transportation Authority (hereinafter referred to as PACE), to implement a Pilot Rideshare Access Program (hereinafter, "RAP") for the Hinsdale Lake Terrace and adjacent neighborhoods in unincorporated DuPage County, in order to facilitate mobility, safety, and economic development ("AGREEMENT"); and

WHEREAS, since the execution of the aforementioned AGREEMENT (COUNTY Resolution DT-R-0042-24), the RAP has proven to be very successful with a large number of community members utilizing the service to travel to destinations surrounding Hinsdale Lake Terrace, and the actual cost to the COUNTY to fund the RAP has exceeded the originally estimated costs; and

WHEREAS, sufficient funds have been appropriated by the COUNTY to pay for its share of the RAP through the end of fiscal year 2025; and

WHEREAS, the RAP will continue in fiscal year 2026 provided that adequate funds from an eligible source are included in the County's Fiscal Year 2026 budget; and

WHEREAS, the Division of Transportation, after receiving direction from the DuPage County Transportation Committee, requested that PACE renegotiate the underlying agreement for service with its rideshare service partner, Uber, for eventual review and approval by the DuPage Couty Board; and

WHEREAS, the County Board passed a resolution requesting PACE renegotiate the underlying agreement for service with Uber (County Resolution DT-R-0028-25); and

WHEREAS, PACE has negotiated the updated fees and prepared the First Amendment to Rideshare Access Program Reimbursement Agreement between Pace and the County of DuPage ("AGREEMENT"), with new rates effective November 1, 2025.

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Chair is hereby authorized and directed to sign on behalf of the COUNTY, and the DuPage County Clerk is hereby authorized to attest thereto, the attached AMENDMENT between the County of DuPage and PACE; and

BE IT FURTHER RESOLVED that the Director of Transportation or his designee is hereby authorized to execute any other documents necessary and pertinent to said AMENDMENT and shall take such action as may be necessary to carry out the terms of said AMENDMENT; and

BE IT FURTHER RESOLVED that three (3) original copies of this Resolution and AMENDMENT be sent to PACE for execution, by and through the DuPage County Division of Transportation.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Sadia Covert

AYES:	Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Evans, Galassi, Garcia, Haider, Honig, Krajewski, LaPlante, Martinez, Ozog, Tornatore, Yoo, and Zay
ABSENT:	Schwarze

20.B. **25-2489**

DT-P-0003B-24 - Amendment to DT-P-0003A-24, which increased the contract amount issued to Alfred Benesch by $138,568; due to a scrivener's error the increase should have read $138,658, making the new contract amount $1,001,997, an increase of 16.06%.

WHEREAS, the DuPage County Board heretofore adopted Resolution DT-P-0003-24 on January 23, 2024 issuing a contract to Alfred Benesch & Company, for improvements at Geneva Road bridge over the West Branch of the DuPage River, Section 18-00206-10-BR; and

WHEREAS, change order DT-P-0003A-24 was approved by the DuPage County Board on September 23, 2025, increasing the contract by $138,568.00; and

WHEREAS, due to a scrivener's error, the increase to the contract should have read $138,658.00; for the period of January 23, 2024 through November 30, 2026, with a new contract amount of $1,001,997.00, an increase of 16.06%.

NOW, THEREFORE, BE IT RESOLVED, by the DuPage County Board, that the new contract amount read $1,001,979.00, an increase of $138,658.00, +16.06%.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Saba Haider
AYES:	Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Evans, Galassi, Garcia, Haider, Honig, Krajewski, LaPlante, Martinez, Ozog, Tornatore, Yoo, and Zay
ABSENT:	Schwarze

20.C. **DT-R-0033-25**

Intergovernmental Agreement Between the County of DuPage and Downers Grove Township Road District, for the Downers Grove Township 2025 Road Maintenance Program, Section 25-03128-01-RS (No County cost).

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) and the Downers Grove Township Road District (hereinafter referred to as the TOWNSHIP) are authorized by the 1970 Illinois Constitution, Article VII, Paragraph 10 and by the Intergovernmental Cooperation Act 5 ILCS 220/1 *et seq.* to enter into agreements with each other; and

WHEREAS, the COUNTY is required to hold on deposit Township Motor Fuel Tax funds, and when authorized by the TOWNSHIP with the approval of the Illinois Department of Transportation (hereinafter referred to as IDOT), enter into contracts for improvements to TOWNSHIP roads using said Township Motor Fuel Tax funds; and

WHEREAS, the COUNTY, on behalf of the TOWNSHIP, will publish a contract proposal for Section 25-03128-01-RS (hereinafter referred to as the PROJECT) setting forth the terms, conditions and specifications (a copy of which is incorporated herein by reference); and

WHEREAS, the estimated cost of said PROJECT is $1,149,817.38; and

WHEREAS, the COUNTY is holding on deposit $300,000.00 in TOWNSHIP Motor Fuel Tax funds which has been authorized by IDOT for use on the PROJECT; and

WHEREAS, it is necessary for the COUNTY to pay the remaining balance of the PROJECT cost with additional funds received from the TOWNSHIP; and

WHEREAS, an Agreement has been prepared and attached hereto which outlines the project and financial responsibilities between the COUNTY and the TOWNSHIP; and

WHEREAS, said Agreement must be executed and additional funds received from the TOWNSHIP before the PROJECT may proceed.

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Chair is hereby authorized and directed to sign on behalf of the COUNTY, and that the DuPage County Clerk is hereby authorized to attest thereto, the attached Agreement with the TOWNSHIP; and

BE IT FURTHER RESOLVED that the Director of Transportation or his designee, is hereby authorized to execute any and all documents necessary and pertinent to said Agreement and/or above referenced conveyances, upon review of said documents by the State's Attorney's Office; and

BE IT FURTHER RESOLVED that one (1) certified copy of this Resolution and one (1) duplicate original Agreement be sent to the Downers Grove Township Highway Commissioner, by and through the Division of Transportation.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Paula Garcia
AYES:	Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Evans, Galassi, Garcia, Haider, Honig, Krajewski, LaPlante, Martinez, Ozog, Tornatore, Yoo, and Zay
ABSENT:	Schwarze

20.D. **DT-P-0050-25**

Recommendation for the approval of a contract to Ciorba Group, Inc., for Professional Phase I Preliminary Engineering Services for improvements along CH 4/Bloomingdale Road Bridge Improvements over Chicago Central & Pacific Railroad, Section 22-00184-12-BR, for a contract total not to exceed $308,511. Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection

process in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/0.01 et seq.

WHEREAS, the County of DuPage (hereinafter "COUNTY") by virtue of its power set forth in "Counties Code" (55 ILCS 5/5-1001 *et. seq.*) and "Illinois Highway Code" (605 ILCS 5/5-101 *et. seq.*) is authorized to enter into this agreement; and

WHEREAS, the COUNTY requires Professional Phase I Preliminary Engineering Services for improvements along CH 4/Bloomingdale Road Bridge Improvements over Chicago Central & Pacific Railroad, Section 22-00184-12-BR; and

WHEREAS, Ciorba Group, Inc. (hereinafter "CONSULTANT") has experience and expertise in this area and is in the business of providing such professional design engineering services, and is willing to perform the required services for an amount not to exceed $308,511.00; and

WHEREAS, the COUNTY has selected the CONSULTANT in accordance with the Professional Services Selection Process found in Section 2-353(1)(a) of the DuPage County Procurement Ordinance; and

WHEREAS, the Transportation Committee has reviewed and recommends approval of the attached Agreement at the specified amount, to be completed by October 31, 2028.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Agreement between the County of DuPage and Ciorba Group, Inc. be hereby accepted and approved for a contract total not to exceed $308,511.00 and that the Chair of the DuPage County Board is hereby authorized and directed to execute the Agreement on behalf of the COUNTY; and

BE IT FURTHER RESOLVED that an original copy of this Resolution and Agreement be transmitted to Ciorba Group, Inc., 8725 W. Higgins Road, Suite 600, Chicago, IL 60631, by and through the Division of Transportation.

BE IT FURTHER RESOLVED that the County Clerk transmit a copy of this Resolution and any associated Illinois Department of Transportation BLR form appropriating the necessary motor fuel tax funds to pay for the improvement to the State of Illinois Department of Transportation, by and through the Division of Transportation.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Paula Garcia
AYES:	Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Evans, Galassi, Garcia, Haider, Honig, Krajewski, LaPlante, Martinez, Ozog, Tornatore, Yoo, and Zay
ABSENT:	Schwarze

20.E. **DT-P-0049-25**

Recommendation for the approval of a contract issued to Mathewson Right-of-Way Company, for Professional Right-of-Way Negotiation Services, as needed for the Division of Transportation, for a contract not to exceed $200,000. Other Professional Services not suitable for competitive bid per 55 ILCS 5/5-1022(c). Vendor selected pursuant to DuPage County Code Section 2-353(1)(b).

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) by virtue of its power set forth in "Counties Code" (55 ILCS 5/5-1001 *et. seq*.) and "Illinois Highway Code" (605 ILCS 5/5-101 *et. seq*.) is authorized to enter into this agreement; and

WHEREAS, the COUNTY requires Professional Right-of-Way Negotiation Services, as needed for the Division of Transportation; and

WHEREAS, Mathewson Right-of-Way Company (hereinafter referred to as CONSULTANT) has experience and expertise in this area and is in the business of providing such professional right-of-way negotiation services, and is willing to perform the required services for an amount not to exceed $200,000.00; and

WHEREAS, the COUNTY has selected the CONSULTANT in accordance with the Professional Services Selection Process found in Section 2-353 of the DuPage County Purchasing Ordinance; and

WHEREAS, the Transportation Committee has reviewed and recommends approval of the attached Agreement at the specified amount.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Agreement between the County of DuPage and Mathewson Right-of-Way Company be hereby accepted and approved for a contract total amount of $200,000.00 and that the Chair of the DuPage County Board is hereby authorized and directed to execute the Agreement on behalf of the COUNTY; and

BE IT FURTHER RESOLVED that an original copy of this Resolution and Agreement be transmitted to Mathewson Right-of-Way Company, 2024 Hickory Road, Suite 205, Homewood, Illinois 60430, by and through the Division of Transportation.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Paula Garcia
AYES:	Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Evans, Galassi, Garcia, Haider, Honig, Krajewski, LaPlante, Martinez, Ozog, Tornatore, Yoo, and Zay
ABSENT:	Schwarze

Recess

The County Board took a brief recess at 12:30 PM returning to the board room at 12:40 PM. On roll call, all members were present; Member Covert and Schwarze were absent.

8. COUNTY BOARD - CHILDRESS

8.A. **CB-R-0076-25**

Appointment of Jeremy Wang to the Downers Grove Sanitary District.

WHEREAS, Deborah A. Conroy has submitted to the County Board her re-appointment of Jeremy Wang as a Trustee of the Downers Grove Sanitary District; and

WHEREAS, such re-appointment requires the advice and consent of the County Board pursuant to 70 ILCS 2805/3; and

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the County Board does hereby advise and consent to the re-appointment of Jeremy Wang as a Trustee of the Downers Grove Sanitary District for a term expiring May 31st, 2027; and

BE IT FURTHER RESOLVED that the "Notice of Appointment" be attached hereunto and made a part of this resolution; and

BE IT FURTHER RESOLVED that the County Clerk transmit certified copies of this resolution to: Jeremy Wang; Amy R. Underwood, General Manager, 2710 Curtiss Street, P.O. Box 1412, Downers Grove, IL 60515.

RESULT:	APPROVED
MOVER:	Michael Childress
SECONDER:	Brian Krajewski
AYES:	Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Evans, Galassi, Garcia, Haider, Honig, Krajewski, LaPlante, Martinez, Ozog, Tornatore, Yoo, and Zay
ABSENT:	Schwarze

8.B. **CB-R-0077-25**

Resolution Approving Member Initiative Program Agreements.

WHEREAS, the DuPage County Board has appropriated approximately $1.8 million for use in the Member Initiative Program (MIP) as part of FI-O-0010-24, and

WHEREAS, various members of the DuPage County Board have submitted applications for the use of MIP funds for various not-for-profit and municipal entities, and

WHEREAS, the DuPage County Board has considered the applications of the following entities:

a. Village of Bensenville ($5,000)

NOW, THEREFORE BE IT RESOLVED, the DuPage County Board authorizes the DuPage County Chair to enter into agreements substantially in the form of the agreements attached as part of Exhibit A to this Resolution, and

BE IT FURTHER RESOLVED, that a copy of this Resolution is to be sent to each of the above referenced entities at the following addresses:

a. Village of Bensenville, c/o Sean Flynn, 12 S. Center Street, Bensenville, IL 60106

BE IT FURTHER RESOLVED, that a copy of this Resolution is to be directed to: (1) the DuPage County Clerk, (2) the DuPage County Finance Department, (3) the DuPage County Treasurer, and (4) the DuPage County Auditor.

RESULT:	APPROVED
MOVER:	Michael Childress
SECONDER:	Kari Galassi
AYES:	Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Evans, Galassi, Garcia, Haider, Honig, Krajewski, LaPlante, Martinez, Ozog, Tornatore, Yoo, and Zay
ABSENT:	Schwarze

8.C. **CB-R-0078-25**
Resolution Supporting Due Process and a Fair Path to Citizenship.

WHEREAS, DuPage County is home to nearly one million residents, spanning diverse cultures and backgrounds, who all contribute to our rich cultural and social fabric, contributing every day to our vibrant economy and educational systems; and

WHEREAS, DuPage County remains committed to its responsibilities under the law while ensuring that every person, regardless of race, immigration status, or national origin, is treated with dignity and afforded basic protections; and

WHEREAS, this and previous sessions of Congress have utterly failed in their responsibility to work together in a bipartisan manner to effectively create a legal, fair and achievable path to citizenship for those who want to become U.S. citizens, and

WHEREAS, due to the failure to create reasonable and enforceable immigration procedures, officers with U.S. Immigration and Customs Enforcement (ICE) have been sent to detain and arrest residents in certain areas of the country, causing fear among residents in DuPage County, impeding the ability of many of our local residents to

conduct routine business, access jobs, schools, social, legal and medical services; and

WHEREAS, DuPage County does not assist with or participate in federal immigration enforcement activities and is not notified in advance of ICE actions taking place throughout the County or on the County campus; and

WHEREAS, too often, those detained are not provided due process and equal treatment under the law; and

WHEREAS, the DuPage County Board stands for basic human rights that allow our residents to live in peace in their own neighborhoods and calls for due process for all individuals in our nation; and

WHEREAS, Illinois statute 55 ILCS5/5-1005 gives DuPage County the power to perform "acts in relation to the property and concerns of the county necessary to the exercise of its corporate powers;" and;

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Board strongly supports the constitutional rights of all residents of the County, and we insist that each individual in our nation receive the basic right to due process, legal representation, and equal protection under the law; and

BE IT FURTHER RESOLVED, that the DuPage County Board objects to the incursions into local communities and neighborhoods disrupting the lives of law-abiding residents and the instances in our region where enforcement has led to injury and bloodshed; and

BE IT FURTHER RESOLVED, that the DuPage County Board demands that the energy, time and funds used for the current immigration enforcement action be shifted toward a good faith, bipartisan effort in Congress to create immigration reform providing a clear, achievable, legal process for those who seek to become citizens of the United States, rather than making our counties, cities, towns the scenes where this federal failure plays out; and

BE IT FURTHER RESOLVED, DuPage upholds its right to declare specific County property private or for employee use only, thereby preventing those areas to be used to assemble, mobilize, deploy vehicles, equipment, or materials or related personnel for the purpose of carrying out civil immigration enforcement efforts; and

BE IT FURTHER RESOLVED, that the DuPage County Board affirms its dedication to being a safe and inclusive community for all.

RESULT: APPROVED

MOVER:	Michael Childress
SECONDER:	Yeena Yoo
AYES:	Childress, Covert, DeSart, Evans, Garcia, Haider, Honig, LaPlante, Martinez, Ozog, Tornatore, and Yoo
NAY:	Eckhoff
ABSENT:	Cronin Cahill, Galassi, Krajewski, Schwarze, and Zay

21. OLD BUSINESS

The following members made comment:

Yoo: Gun violence memorial
Covert: Immigration resources

22. NEW BUSINESS

No new business was discussed.

23. EXECUTIVE SESSION

There was no Executive Session.

23.A. Pursuant to Open Meetings Act 5 ILCS 120/2 (c) (2) - Collective Negotiating Matters

23.B. Pursuant to Open Meetings Act 5 ILCS 120/2 (c) (11) - Litigation

24. MEETING ADJOURNED

With no further business, the meeting was adjourned at 1:48 PM.

24.A. This meeting of the September Session is adjourned to Wednesday, November 12, 2025, at 7:00 p.m. for passage of the Property Tax Levy, pursuant to 35 ILCS 200/18-10.

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

File #: 25-2634 **Agenda Date:** 11/12/2025 **Agenda #:** 9.A.1.

AP255 Date: 10/24/25 JOB SUBMISSION PARAMETERS
Time: 13:00

User Name: DP\FNDMD
Job Name: PMTHISTORY
Step Nbr: 1

Pay Group: 1000
Cash Code: 1414 Class C Accounts Payable

Payment Date: 102425 - 102425
Payment Numbers: -
Payment Code:

Bank Account Payment History

Payment Date Range 10/24/25 thru 10/24/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 537374 Payment Date 10/24/25		Vendor 11557	ABBATACOLA, ROBERT					Status Issued	
11557	101525 102125		IX	100	10/22/25		520.00	0.00	520.00
			*** Payment Total				520.00	0.00	520.00
Payment Number 537375 Payment Date 10/24/25		Vendor 21794	ALLIED VALVE INC					Status Issued	
21794	530111A		IX	100	08/29/25		15,334.30	0.00	15,334.30
			*** Payment Total				15,334.30	0.00	15,334.30
Payment Number 537376 Payment Date 10/24/25		Vendor 26753	AMAZON CAPITAL SERVICES					Status Issued	
26753	131M-RDWT-7X9D		IX	100	10/05/25		32.56	0.00	32.56
26753	17DG-QWG6-1CYJ		IX	100	11/13/25		178.03	0.00	178.03
26753	1JH3-V41D-TH79		IX	100	11/09/25		77.12	0.00	77.12
26753	1NLR-4JJM-3KNK		IX	100	11/13/25		134.47	0.00	134.47
26753	1R3J-NRY9-6X1F		IX	100	11/14/25		27.92	0.00	27.92
26753	1R7T-6GPC-4HVM		IX	100	10/18/25		863.48	0.00	863.48
			*** Payment Total				1,313.58	0.00	1,313.58
Payment Number 537377 Payment Date 10/24/25		Vendor 22420	BARNES, KRISTIN					Status Issued	
22420	9292025		IX	100	10/29/25		92.00	0.00	92.00
			*** Payment Total				92.00	0.00	92.00
Payment Number 537378 Payment Date 10/24/25		Vendor 27908	C.A. SHORT COMPANY					Status Issued	
27908	2652937		IX	100	10/09/25		120.00	0.00	120.00
27908	2655785		IX	100	10/12/25		120.00	0.00	120.00
27908	2657775 PD		IX	100	10/16/25		9.63	0.00	9.63
27908	2657775-SEC		IX	100	10/16/25		9.63	0.00	9.63
			*** Payment Total				259.26	0.00	259.26
Payment Number 537379 Payment Date 10/24/25		Vendor 10667	CDW GOVERNMENT INC					Status Issued	
10667	AG1NE2P		IX	100	10/19/25		1,643.17	0.00	1,643.17
10667	AG1SI6M		IX	100	10/20/25		205.65	0.00	205.65
10667	AG4JA7T		IX	100	11/09/25		13,941.33	0.00	13,941.33
			*** Payment Total				15,790.15	0.00	15,790.15
Payment Number 537380 Payment Date 10/24/25		Vendor 41892	DAYFORCE US, INC.					Status Issued	
41892	IN1663582		IX	100	10/22/25		27,400.00	0.00	27,400.00
			*** Payment Total				27,400.00	0.00	27,400.00
Payment Number 537381 Payment Date 10/24/25		Vendor 25287	ESPARZA, KERI					Status Issued	
25287	MIL20250902		IX	100	10/20/25		196.46	0.00	196.46
			*** Payment Total				196.46	0.00	196.46
Payment Number 537382 Payment Date 10/24/25		Vendor 20497	GARDNER, JORI L					Status Issued	
20497	31-1		IX	100	10/30/25		28.00	0.00	28.00
			*** Payment Total				28.00	0.00	28.00
Payment Number 537383 Payment Date 10/24/25		Vendor 45849	JOSIC, STJEPAN					Status Issued	
45849	101525 102125		IX	100	11/21/25		120.00	0.00	120.00

Payment Date Range 10/24/25 thru 10/24/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 537383 Payment Date 10/24/25			Vendor 45849		JOSIC, STJEPAN			Status Issued	
			*** Payment Total				120.00	0.00	120.00
Payment Number 537384 Payment Date 10/24/25			Vendor 18820		KEATING, MARY			Status Issued	
18820	TRV20251008		IX	100	10/16/25		723.02	0.00	723.02
			*** Payment Total				723.02	0.00	723.02
Payment Number 537385 Payment Date 10/24/25			Vendor 22296		MASON, SHANNON			Status Issued	
22296	GJ09112025		IX	100	10/24/25		646.00	0.00	646.00
22296	ROP080625		IX	100	10/26/25		96.00	0.00	96.00
			*** Payment Total				742.00	0.00	742.00
Payment Number 537386 Payment Date 10/24/25			Vendor 26550		MESSINA, MARCIA			Status Issued	
26550	864		IX	100	11/01/25		575.50	0.00	575.50
			*** Payment Total				575.50	0.00	575.50
Payment Number 537387 Payment Date 10/24/25			Vendor 11714		NELSON, LISA M.			Status Issued	
11714	20CF2400-1		IX	100	10/30/25		138.50	0.00	138.50
			*** Payment Total				138.50	0.00	138.50
Payment Number 537388 Payment Date 10/24/25			Vendor 11154		PORTER PIPE & SUPPLY			Status Issued	
11154	13093328-00		IX	100	10/23/25		545.02	0.00	545.02
			*** Payment Total				545.02	0.00	545.02
Payment Number 537389 Payment Date 10/24/25			Vendor 14308		PUBLIC SAFETY DIRECT INC			Status Issued	
14308	106261		IX	100	11/19/25		16,843.05	0.00	16,843.05
			*** Payment Total				16,843.05	0.00	16,843.05
Payment Number 537390 Payment Date 10/24/25			Vendor 10159		SOUND INCORPORATED			Status Issued	
10159	D1379298		IX	100	10/24/25		1,277.50	0.00	1,277.50
			*** Payment Total				1,277.50	0.00	1,277.50
Payment Number 537391 Payment Date 10/24/25			Vendor 12313		SULLIVAN, ANTHONY			Status Issued	
12313	101525 102125		IX	100	10/22/25		620.00	0.00	620.00
			*** Payment Total				620.00	0.00	620.00
Payment Number 537392 Payment Date 10/24/25			Vendor 44522		TOSHIBA AMERICA BUSINESS			Status Issued	
44522	6670857		IX	100	11/01/25		1,203.86	0.00	1,203.86
44522	6671117		IX	100	11/01/25		139.16	0.00	139.16
			*** Payment Total				1,343.02	0.00	1,343.02
Payment Number 537393 Payment Date 10/24/25			Vendor 10544		TRADEMARK PRODUCTS INC			Status Issued	
10544	855494		IX	100	11/06/25		137.80	0.00	137.80
			*** Payment Total				137.80	0.00	137.80
Payment Number 537394 Payment Date 10/24/25			Vendor 30797		TRINITY SERVICES GROUP INC			Status Issued	
30797	3023000401		IX	100	11/16/25		32,224.02	0.00	32,224.02
			*** Payment Total				32,224.02	0.00	32,224.02

Payment Date Range 10/24/25 thru 10/24/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
	*** Payment Code ACH Total						116,223.18	0.00	116,223.18
	Payment Count						21		

Payment Date Range 10/24/25 thru 10/24/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1219972 Payment Date 10/24/25			Vendor 19712				DPCO SHERIFF EXTRADITION ACCT	Status Issued	
19712	CK10333		IX	100	11/01/25		56.00	0.00	56.00
19712	CK10334		IX	100	11/05/25		200.01	0.00	200.01
19712	CK10339		IX	100	11/07/25		294.76	0.00	294.76
			*** Payment Total				550.77	0.00	550.77
Payment Number 1219973 Payment Date 10/24/25			Vendor 13103				ACTION TARGET INC	Status Issued	
13103	0627297-IN		IX	100	11/16/25		879.32	0.00	879.32
			*** Payment Total				879.32	0.00	879.32
Payment Number 1219974 Payment Date 10/24/25			Vendor 41943				AIR FILTER SOLUTIONS, LLC	Status Issued	
41943	4569		IX	100	10/21/25		624.96	0.00	624.96
			*** Payment Total				624.96	0.00	624.96
Payment Number 1219975 Payment Date 10/24/25			Vendor 10671				ALPHAGRAPHICS	Status Issued	
10671	186106		IX	100	11/13/25		39.50	0.00	39.50
10671	186107		IX	100	11/13/25		16.00	0.00	16.00
10671	186113		IX	100	11/14/25		19.75	0.00	19.75
			*** Payment Total				75.25	0.00	75.25
Payment Number 1219976 Payment Date 10/24/25			Vendor 32679				ANDERSON PROCESS	Status Issued	
32679	5604312		IX	100	10/25/25		537.98	0.00	537.98
			*** Payment Total				537.98	0.00	537.98
Payment Number 1219977 Payment Date 10/24/25			Vendor 11309				APPLIED INDUSTRIAL	Status Issued	
11309	7033067864		IX	100	10/26/25		89.24	0.00	89.24
			*** Payment Total				89.24	0.00	89.24
Payment Number 1219978 Payment Date 10/24/25			Vendor 10008				AT&T	Status Issued	
10008	708Z86003710 2025		IX	100	10/23/25		8,542.60	0.00	8,542.60
10008	708Z86117610 2025		IX	100	11/15/25		3,484.30	0.00	3,484.30
10008	708Z86675910 2025		IX	100	11/15/25		1,204.07	0.00	1,204.07
			*** Payment Total				13,230.97	0.00	13,230.97
Payment Number 1219979 Payment Date 10/24/25			Vendor 10009				AT&T MOBILITY	Status Issued	
10009	287301188830X10082025		IX	100	10/30/25		1,736.84	0.00	1,736.84
10009	287303454712X10082025		IX	100	10/30/25		331.20	0.00	331.20
10009	287303454774X10082025		IX	100	10/30/25		405.96	0.00	405.96
10009	287307718627X10082025		IX	100	10/30/25		11,537.19	0.00	11,537.19
10009	287352265176X10082025		IX	100	10/30/25		44.87	0.00	44.87
10009	287352291905X10082025		IX	100	10/30/25		1,029.47	0.00	1,029.47
10009	287352291929X10082025		IX	100	10/30/25		525.39	0.00	525.39
			*** Payment Total				15,610.92	0.00	15,610.92
Payment Number 1219980 Payment Date 10/24/25			Vendor 19422				B & H PHOTO-VIDEO	Status Issued	
19422	238113580		IX	100	11/16/25		7,770.00	0.00	7,770.00
19422	238128578		IX	100	11/18/25		7,070.90	0.00	7,070.90
			*** Payment Total				14,840.90	0.00	14,840.90

Payment Date Range 10/24/25 thru 10/24/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1219981 Payment Date 10/24/25		Vendor 30951	BDO					Status Issued	
30951	500031715		IX	100	09/20/25		110.00	0.00	110.00
30951	500052908		IX	100	10/26/25		550.00	0.00	550.00
		*** Payment Total					660.00	0.00	660.00
Payment Number 1219982 Payment Date 10/24/25		Vendor 10019	CENTRAL DUPAGE HOSPITAL					Status Issued	
10019	18624699000		IX	100	10/31/25		1,323.00	0.00	1,323.00
10019	18649795400		IX	100	11/03/25		1,775.25	0.00	1,775.25
		*** Payment Total					3,098.25	0.00	3,098.25
Payment Number 1219983 Payment Date 10/24/25		Vendor 27228	CENTRAL DUPAGE EMERGENCY PHYS					Status Issued	
27228	CDEP104599C983		IX	100	09/13/25		121.28	0.00	121.28
		*** Payment Total					121.28	0.00	121.28
Payment Number 1219984 Payment Date 10/24/25		Vendor 12059	CHARM-TEX INC					Status Issued	
12059	0420203-IN		IX	100	11/05/25		1,422.00	0.00	1,422.00
		*** Payment Total					1,422.00	0.00	1,422.00
Payment Number 1219985 Payment Date 10/24/25		Vendor 32620	CHEM-WISE ECOLOGICAL PEST					Status Issued	
32620	1403557		IX	100	10/28/25		950.00	0.00	950.00
		*** Payment Total					950.00	0.00	950.00
Payment Number 1219986 Payment Date 10/24/25		Vendor 34516	CHICAGO TRIBUNE COMPANY					Status Issued	
34516	124789276000		IX	100	10/30/25		1,304.40	0.00	1,304.40
		*** Payment Total					1,304.40	0.00	1,304.40
Payment Number 1219987 Payment Date 10/24/25		Vendor 43782	CHORUS CALL, INC.					Status Issued	
43782	08-28809		IX	100	11/06/25		7.64	0.00	7.64
		*** Payment Total					7.64	0.00	7.64
Payment Number 1219988 Payment Date 10/24/25		Vendor 12097	CIOX HEALTH LLC					Status Issued	
12097	0515648896		IX	100	08/20/25		117.39	0.00	117.39
12097	0516586885		IX	100	08/29/25		91.81	0.00	91.81
12097	0523700708		IX	100	10/15/25		127.59	0.00	127.59
		*** Payment Total					336.79	0.00	336.79
Payment Number 1219989 Payment Date 10/24/25		Vendor 10074	CITY OF WHEATON					Status Issued	
10074	321-020318A		IX	100	10/16/25		2,422.14	0.00	2,422.14
		*** Payment Total					2,422.14	0.00	2,422.14
Payment Number 1219990 Payment Date 10/24/25		Vendor 46281	CLANCY, ROY					Status Issued	
46281	EXP20251009		IX	100	10/16/25		154.00	0.00	154.00
		*** Payment Total					154.00	0.00	154.00
Payment Number 1219991 Payment Date 10/24/25		Vendor 12039	CLAUSEN MILLER PC					Status Issued	
12039	30271900		IX	100	11/12/25		770.00	0.00	770.00
		*** Payment Total					770.00	0.00	770.00
Payment Number 1219992 Payment Date 10/24/25		Vendor 27603	CORE & MAIN LP					Status Issued	

Payment Date Range 10/24/25 thru 10/24/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1219992 Payment Date 10/24/25		Vendor 27603	CORE & MAIN LP					Status Issued	
27603	X453440		IX	100	08/30/25		530.00	0.00	530.00
			*** Payment Total				530.00	0.00	530.00
Payment Number 1219993 Payment Date 10/24/25		Vendor 34625	DOCU-SHRED, INC					Status Issued	
34625	53449		IX	100	10/18/25		360.00	0.00	360.00
			*** Payment Total				360.00	0.00	360.00
Payment Number 1219994 Payment Date 10/24/25		Vendor 19706	DPC REGIONAL OFFICE OF EDUCATN					Status Issued	
19706	AWS080125 083125		IX	100	08/31/25		2,551.86	0.00	2,551.86
19706	CK87055		IX	100	04/19/25		3,525.00	0.00	3,525.00
19706	CK87747		IX	100	09/11/25		300.00	0.00	300.00
19706	CK87793		IX	100	09/21/25		90.43	0.00	90.43
19706	CK87813		IX	100	09/21/25		444.84	0.00	444.84
			*** Payment Total				6,912.13	0.00	6,912.13
Payment Number 1219995 Payment Date 10/24/25		Vendor 11348	DUPAGE FEDERATION ON HUMAN					Status Issued	
11348	12141		IX	100	10/20/25		2,873.73	0.00	2,873.73
			*** Payment Total				2,873.73	0.00	2,873.73
Payment Number 1219996 Payment Date 10/24/25		Vendor 10129	DUPAGE JUVENILE OFFICERS ASSOC					Status Issued	
10129	78-1		IX	100	10/26/25		160.00	0.00	160.00
			*** Payment Total				160.00	0.00	160.00
Payment Number 1219997 Payment Date 10/24/25		Vendor 19875	EDWARD OCCUPATIONAL HEALTH					Status Issued	
19875	00206133-00		IX	100	09/30/25		328.00	0.00	328.00
19875	00207460-00		IX	100	10/30/25		279.00	0.00	279.00
19875	00207462-00		IX	100	10/30/25		5,411.00	0.00	5,411.00
			*** Payment Total				6,018.00	0.00	6,018.00
Payment Number 1219998 Payment Date 10/24/25		Vendor 19875	ELMHURST OCCUPATIONAL HEALTH					Status Issued	
19875	00207227-00		IX	100	10/30/25		764.00	0.00	764.00
			*** Payment Total				764.00	0.00	764.00
Payment Number 1219999 Payment Date 10/24/25		Vendor 41573	FACILITY GATEWAY CORPORATION					Status Issued	
41573	243497		IX	100	08/21/25		351.47	0.00	351.47
41573	243498		IX	100	08/21/25		445.40	0.00	445.40
41573	243499		IX	100	08/21/25		286.87	0.00	286.87
41573	243509		IX	100	08/21/25		750.12	0.00	750.12
			*** Payment Total				1,833.86	0.00	1,833.86
Payment Number 1220000 Payment Date 10/24/25		Vendor 11196	FEDEX					Status Issued	
11196	9-012-61209		IX	100	10/31/25		12.61	0.00	12.61
			*** Payment Total				12.61	0.00	12.61
Payment Number 1220001 Payment Date 10/24/25		Vendor 38645	FEHR GRAHAM & ASSOCIATES LLC					Status Issued	
38645	134363		IX	100	10/26/25		88.14	0.00	88.14
			*** Payment Total				88.14	0.00	88.14

Bank Account Payment History

Payment Date Range 10/24/25 thru 10/24/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220002 Payment Date 10/24/25			Vendor 34032				FIRST RESPONDERS WELLNESS	Status Issued	
34032	27614		IX	100	11/15/25		610.00	0.00	610.00
34032	27686		IX	100	11/21/25		610.00	0.00	610.00
			*** Payment Total				1,220.00	0.00	1,220.00
Payment Number 1220003 Payment Date 10/24/25			Vendor 11812				HD SUPPLY FORMERLY HOME DEPOT	Status Issued	
11812	895951002		IX	100	10/30/25		102.72	0.00	102.72
			*** Payment Total				102.72	0.00	102.72
Payment Number 1220004 Payment Date 10/24/25			Vendor 28848				ILLINOIS PHLEBOTOMY SERVICES	Status Issued	
28848	2470		IX	100	11/15/25		425.00	0.00	425.00
			*** Payment Total				425.00	0.00	425.00
Payment Number 1220005 Payment Date 10/24/25			Vendor 10241				ILLINOIS TOLLWAY	Status Issued	
10241	G123000007274		IX	100	11/05/25		2.25	0.00	2.25
			*** Payment Total				2.25	0.00	2.25
Payment Number 1220006 Payment Date 10/24/25			Vendor 11074				INDUSTRIAL LADDER & SUPPLY CO,	Status Issued	
11074	944583		IX	100	09/14/25		6,237.39	0.00	6,237.39
			*** Payment Total				6,237.39	0.00	6,237.39
Payment Number 1220007 Payment Date 10/24/25			Vendor 10809				INSIGHT PUBLIC SECTOR INC	Status Issued	
10809	1101321627		IX	100	11/07/25		9,891.51	0.00	9,891.51
10809	1101321794		IX	100	11/08/25		12,444.00	0.00	12,444.00
10809	1101322618		IX	100	11/12/25		4,148.00	0.00	4,148.00
			*** Payment Total				26,483.51	0.00	26,483.51
Payment Number 1220008 Payment Date 10/24/25			Vendor 12846				KALELKAR, MITRA MD	Status Issued	
12846	100525		IX	100	10/21/25		1,700.00	0.00	1,700.00
			*** Payment Total				1,700.00	0.00	1,700.00
Payment Number 1220009 Payment Date 10/24/25			Vendor 29421				KOMPERDA, TARA	Status Issued	
29421	TK-090225-GJ		IX	100	10/15/25		411.50	0.00	411.50
			*** Payment Total				411.50	0.00	411.50
Payment Number 1220010 Payment Date 10/24/25			Vendor 24163				LEXISNEXIS RISK SOLUTIONS FL	Status Issued	
24163	1300145150		IX	100	07/30/25		3,524.97	0.00	3,524.97
			*** Payment Total				3,524.97	0.00	3,524.97
Payment Number 1220011 Payment Date 10/24/25			Vendor 11449				LIFE TECHNOLOGIES CORP	Status Issued	
11449	87977196		IX	100	11/19/25		364.39	0.00	364.39
			*** Payment Total				364.39	0.00	364.39
Payment Number 1220012 Payment Date 10/24/25			Vendor 41961				MARQUARDT, JAIME	Status Issued	
41961	992025GJ		IX	100	10/19/25		256.00	0.00	256.00
			*** Payment Total				256.00	0.00	256.00
Payment Number 1220013 Payment Date 10/24/25			Vendor 46259				MARTINEZ, ERIKA	Status Issued	
46259	MIL20250903		IX	100	10/20/25		244.30	0.00	244.30

Payment Date Range 10/24/25 thru 10/24/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220013 Payment Date 10/24/25			Vendor 46259				MARTINEZ, ERIKA	Status Issued	
					*** Payment Total		244.30	0.00	244.30
Payment Number 1220014 Payment Date 10/24/25			Vendor 39114				MATTESON, GEOFFREY	Status Issued	
39114	EXP20250916		IX	100	10/17/25		359.97	0.00	359.97
					*** Payment Total		359.97	0.00	359.97
Payment Number 1220015 Payment Date 10/24/25			Vendor 10299				MEDLINE INDUSTRIES INC	Status Issued	
10299	2393794763		IX	100	11/15/25		392.86	0.00	392.86
					*** Payment Total		392.86	0.00	392.86
Payment Number 1220016 Payment Date 10/24/25			Vendor 11403				MIDWEST OFFICE INTERIORS INC	Status Issued	
11403	266851		IX	100	11/20/25		29,487.49	0.00	29,487.49
					*** Payment Total		29,487.49	0.00	29,487.49
Payment Number 1220017 Payment Date 10/24/25			Vendor 37860				MONTERREY SECURITY	Status Issued	
37860	125567		IX	100	11/03/25		21,735.72	0.00	21,735.72
					*** Payment Total		21,735.72	0.00	21,735.72
Payment Number 1220018 Payment Date 10/24/25			Vendor 12553				MONTINI, ANGELA CSR RPR	Status Issued	
12553	08222520CF2400		IX	100	10/19/25		5.50	0.00	5.50
					*** Payment Total		5.50	0.00	5.50
Payment Number 1220019 Payment Date 10/24/25			Vendor 10185				NEUCO INC	Status Issued	
10185	9061645		IX	100	11/01/25		357.00	0.00	357.00
					*** Payment Total		357.00	0.00	357.00
Payment Number 1220020 Payment Date 10/24/25			Vendor 22125				NORTHWESTERN MEDICAL FACULTY	Status Issued	
22125	P788832570		IX	100	10/07/25		45.71	0.00	45.71
22125	P791185810		IX	100	10/02/25		90.81	0.00	90.81
22125	P791185910		IX	100	10/16/25		66.40	0.00	66.40
22125	P793904130		IX	100	10/23/25		53.41	0.00	53.41
					*** Payment Total		256.33	0.00	256.33
Payment Number 1220021 Payment Date 10/24/25			Vendor 19217				CENTRAL DUPAGE PHYSICIAN GROUP	Status Issued	
19217	P789880400		IX	100	09/09/25		53.41	0.00	53.41
19217	P791657630		IX	100	10/15/25		97.69	0.00	97.69
19217	P791657660		IX	100	10/17/25		80.36	0.00	80.36
19217	P791657690		IX	100	10/16/25		88.82	0.00	88.82
19217	P791657760		IX	100	10/16/25		88.82	0.00	88.82
19217	P791657820		IX	100	10/17/25		53.41	0.00	53.41
19217	P792144170		IX	100	10/17/25		53.41	0.00	53.41
19217	P792144190		IX	100	10/16/25		121.97	0.00	121.97
19217	P792144220		IX	100	10/18/25		53.41	0.00	53.41
19217	P792659300		IX	100	10/18/25		80.36	0.00	80.36
19217	P792659340		IX	100	10/18/25		33.71	0.00	33.71
19217	P792659390		IX	100	10/19/25		80.36	0.00	80.36
19217	P792659480		IX	100	10/17/25		33.95	0.00	33.95
19217	P792944730		IX	100	10/20/25		80.36	0.00	80.36

Payment Date Range 10/24/25 thru 10/24/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220021 Payment Date 10/24/25			Vendor 19217				CENTRAL DUPAGE PHYSICIAN GROUP	Status Issued	
19217	P792944960		IX	100	10/20/25		53.41	0.00	53.41
19217	P793099100		IX	100	10/21/25		53.41	0.00	53.41
19217	P793099140		IX	100	10/21/25		80.36	0.00	80.36
19217	P793343630		IX	100	08/13/25		80.36	0.00	80.36
19217	P793343690		IX	100	08/14/25		80.36	0.00	80.36
19217	P793343750		IX	100	08/15/25		80.36	0.00	80.36
19217	P793343820		IX	100	10/19/25		80.36	0.00	80.36
19217	P793343870		IX	100	10/20/25		80.36	0.00	80.36
19217	P793343950		IX	100	10/21/25		80.36	0.00	80.36
19217	P793344020		IX	100	10/19/25		80.36	0.00	80.36
19217	P793344120		IX	100	10/22/25		53.41	0.00	53.41
19217	P793903900		IX	100	10/23/25		80.36	0.00	80.36
19217	P793904070		IX	100	10/23/25		80.36	0.00	80.36
			*** Payment Total				1,963.87	0.00	1,963.87
Payment Number 1220022 Payment Date 10/24/25			Vendor 45322				O'CONNELL, JEFFERY	Status Issued	
45322	MIL20250903		IX	100	10/20/25		178.08	0.00	178.08
			*** Payment Total				178.08	0.00	178.08
Payment Number 1220023 Payment Date 10/24/25			Vendor 39549				ODP BUSINESS SOLUTIONS, LLC	Status Issued	
39549	444113586001		IX	100	11/12/25		25.28	0.00	25.28
			*** Payment Total				25.28	0.00	25.28
Payment Number 1220024 Payment Date 10/24/25			Vendor 10369				PADDOCK PUBLICATIONS INC	Status Issued	
10369	354148		IX	100	11/13/25		101.20	0.00	101.20
			*** Payment Total				101.20	0.00	101.20
Payment Number 1220025 Payment Date 10/24/25			Vendor 30930				PSIX LLC	Status Issued	
30930	I898670		IX	100	11/13/25		5,391.00	0.00	5,391.00
			*** Payment Total				5,391.00	0.00	5,391.00
Payment Number 1220026 Payment Date 10/24/25			Vendor 14108				PARTNERS AND PAWS VETERINARY	Status Issued	
14108	155438		IX	100	10/22/25		298.00	0.00	298.00
14108	155483		IX	100	10/23/25		29.45	0.00	29.45
14108	155659		IX	100	10/29/25		231.54	0.00	231.54
14108	156499		IX	100	11/08/25		55.26	0.00	55.26
			*** Payment Total				614.25	0.00	614.25
Payment Number 1220027 Payment Date 10/24/25			Vendor 10749				PARTS TOWN LLC	Status Issued	
10749	2107092209		IX	100	11/01/25		48.75	0.00	48.75
10749	2107092210		IX	100	11/01/25		58.60	0.00	58.60
			*** Payment Total				107.35	0.00	107.35
Payment Number 1220028 Payment Date 10/24/25			Vendor 20985				PATTERSON, JOHN	Status Issued	
20985	MIL20250903		IX	100	10/17/25		41.58	0.00	41.58
			*** Payment Total				41.58	0.00	41.58
Payment Number 1220029 Payment Date 10/24/25			Vendor 12742				PEERLESS NETWORK, INC.	Status Issued	

Payment Date Range 10/24/25 thru 10/24/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220029 Payment Date 10/24/25			Vendor 12742				PEERLESS NETWORK, INC.		Status Issued
12742	84506		IX	100	11/14/25		195.19	0.00	195.19
			*** Payment Total				195.19	0.00	195.19
Payment Number 1220030 Payment Date 10/24/25			Vendor 42756				PGLS LLC		Status Issued
42756	I0925_115		IX	100	10/30/25		190.00	0.00	190.00
42756	I0925_34		IX	100	10/30/25		836.10	0.00	836.10
			*** Payment Total				1,026.10	0.00	1,026.10
Payment Number 1220031 Payment Date 10/24/25			Vendor 10048				PITNEY BOWES INC		Status Issued
10048	1028281049		IX	100	11/08/25		746.96	0.00	746.96
10048	1028281050		IX	100	11/08/25		131.96	0.00	131.96
			*** Payment Total				878.92	0.00	878.92
Payment Number 1220032 Payment Date 10/24/25			Vendor 10313				PRIMO BRANDS		Status Issued
10313	05J6703021251		IX	100	11/13/25		130.89	0.00	130.89
			*** Payment Total				130.89	0.00	130.89
Payment Number 1220033 Payment Date 10/24/25			Vendor 13653				QUALITY LOGO PRODUCTS		Status Issued
13653	101725		IX	100	11/16/25		4,539.87	0.00	4,539.87
			*** Payment Total				4,539.87	0.00	4,539.87
Payment Number 1220034 Payment Date 10/24/25			Vendor 27657				RADIOLOGY SUBSPECIALISTS OF NO		Status Issued
27657	CF900LAQRSNI		IX	100	10/19/25		8.66	0.00	8.66
			*** Payment Total				8.66	0.00	8.66
Payment Number 1220035 Payment Date 10/24/25			Vendor 11145				RAY O'HERRON CO INC		Status Issued
11145	2439880		IX	100	11/16/25		5,910.00	0.00	5,910.00
			*** Payment Total				5,910.00	0.00	5,910.00
Payment Number 1220036 Payment Date 10/24/25			Vendor 43658				REACH SPORTS MARKETING GROUP,		Status Issued
43658	110951		IX	100	10/11/25		2,074.60	0.00	2,074.60
			*** Payment Total				2,074.60	0.00	2,074.60
Payment Number 1220037 Payment Date 10/24/25			Vendor 25990				ROCK VALLEY PUBLISHING, LLC		Status Issued
25990	478017		IX	100	11/15/25		458.40	0.00	458.40
25990	478018		IX	100	11/15/25		635.20	0.00	635.20
			*** Payment Total				1,093.60	0.00	1,093.60
Payment Number 1220038 Payment Date 10/24/25			Vendor 10540				SECRETARY OF STATE		Status Issued
10540	E78581 2025		IX	100	10/21/25		165.00	0.00	165.00
			*** Payment Total				165.00	0.00	165.00
Payment Number 1220039 Payment Date 10/24/25			Vendor 10955				SERVICE INDUSTRIAL SUPPLY INC		Status Issued
10955	145230		IX	100	10/05/25		524.02	0.00	524.02
			*** Payment Total				524.02	0.00	524.02
Payment Number 1220040 Payment Date 10/24/25			Vendor 46128				SSM HEALTH		Status Issued
46128	90006104		IX	100	10/31/25		153.80	0.00	153.80

Bank Account Payment History

Payment Date Range 10/24/25 thru 10/24/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220040 Payment Date 10/24/25			Vendor 46128				SSM HEALTH		Status Issued
					*** Payment Total		153.80	0.00	153.80
Payment Number 1220041 Payment Date 10/24/25			Vendor 40928				STREICHER'S, INC.		Status Issued
40928	I1788889		IX	100	10/23/25		1,788.00	0.00	1,788.00
40928	I1789112		IX	100	11/15/25		1,788.00	0.00	1,788.00
					*** Payment Total		3,576.00	0.00	3,576.00
Payment Number 1220042 Payment Date 10/24/25			Vendor 47103				STUDENT-CENTERED SERVICES, LLC		Status Issued
47103	1048		IX	100	11/08/25		2,000.00	0.00	2,000.00
					*** Payment Total		2,000.00	0.00	2,000.00
Payment Number 1220043 Payment Date 10/24/25			Vendor 30382				T-MOBILE USA INC		Status Issued
30382	9619614664		IX	100	10/26/25		165.00	0.00	165.00
30382	9619614665		IX	100	10/26/25		165.00	0.00	165.00
30382	9619614666		IX	100	10/26/25		165.00	0.00	165.00
					*** Payment Total		495.00	0.00	495.00
Payment Number 1220044 Payment Date 10/24/25			Vendor 29851				TECHNOLOGY MANAGEMENT REV FUND		Status Issued
29851	T2606810		IX	100	11/19/25		761.05	0.00	761.05
					*** Payment Total		761.05	0.00	761.05
Payment Number 1220045 Payment Date 10/24/25			Vendor 10797				THE SHERWIN-WILLIAMS CO		Status Issued
10797	0850-8		IX	100	10/19/25		1,090.66	0.00	1,090.66
					*** Payment Total		1,090.66	0.00	1,090.66
Payment Number 1220046 Payment Date 10/24/25			Vendor 11201				UNITED STATES POSTAL SERVICE		Status Issued
11201	34855593 093025 CB		IX	100	10/30/25		17.54	0.00	17.54
11201	34855593 093025 CU		IX	100	10/30/25		198.26	0.00	198.26
11201	34855593 093025 ENV		IX	100	10/30/25		7.96	0.00	7.96
11201	34855593 093025 FIN		IX	100	10/30/25		44.00	0.00	44.00
11201	34855593 093025 FM		IX	100	10/30/25		3.70	0.00	3.70
11201	34855593 093025 RCDR		IX	100	10/30/25		415.98	0.00	415.98
					*** Payment Total		687.44	0.00	687.44
Payment Number 1220047 Payment Date 10/24/25			Vendor 31643				VICTORY SUPPLY LLC		Status Issued
31643	INV121151		IX	100	11/21/25		7,229.80	0.00	7,229.80
31643	INV121157		IX	100	11/21/25		2,138.95	0.00	2,138.95
					*** Payment Total		9,368.75	0.00	9,368.75
Payment Number 1220048 Payment Date 10/24/25			Vendor 10357				VILLAGE OF BENSENVILLE		Status Issued
10357	PW130		IX	100	10/30/25		600.00	0.00	600.00
					*** Payment Total		600.00	0.00	600.00
Payment Number 1220049 Payment Date 10/24/25			Vendor 10080				VWR INTERNATIONAL LLC		Status Issued
10080	8820110854		IX	100	11/02/25		186.06	0.00	186.06
					*** Payment Total		186.06	0.00	186.06
Payment Number 1220050 Payment Date 10/24/25			Vendor 10068				WAREHOUSE DIRECT, INC.		Status Issued

AP255 Date 10/24/25 Pay Group 1000 GENERAL FUND PAY GROUP USD Page 12
Time 13:01 Bank Account Payment History

Payment Date Range 10/24/25 thru 10/24/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220050 Payment Date 10/24/25			Vendor 10068				WAREHOUSE DIRECT, INC.	Status Issued	
10068	5998925-0		IX	100	11/14/25		6,760.00	0.00	6,760.00
10068	6005883-0		IX	100	10/26/25		214.80	0.00	214.80
			*** Payment Total				6,974.80	0.00	6,974.80
Payment Number 1220051 Payment Date 10/24/25			Vendor 12471				WINFIELD LABORATORY	Status Issued	
12471	WLCP000001047624E		IX	100	09/13/25		5.18	0.00	5.18
12471	WLCP000001047641E		IX	100	09/13/25		28.17	0.00	28.17
12471	WLCP000001047645E		IX	100	09/13/25		8.76	0.00	8.76
12471	WLCP000001047646E		IX	100	09/13/25		6.00	0.00	6.00
12471	WLCP000001050877E		IX	100	09/17/25		23.95	0.00	23.95
12471	WLCP000001050951E		IX	100	09/18/25		43.28	0.00	43.28
12471	WLCP000001050964E		IX	100	09/18/25		5.18	0.00	5.18
12471	WLCP000001052303E		IX	100	09/20/25		10.35	0.00	10.35
12471	WLCP000001052916E		IX	100	09/17/25		38.00	0.00	38.00
12471	WLCP000001060039E		IX	100	10/03/25		34.00	0.00	34.00
12471	WLCP000001060153E		IX	100	10/03/25		7.39	0.00	7.39
12471	WLCP000001060258E		IX	100	10/04/25		57.14	0.00	57.14
12471	WLCP000001060258EA		IX	100	10/04/25		1.91	0.00	1.91
12471	WLCP000001062657E		IX	100	10/06/25		163.67	0.00	163.67
12471	WLCP000001062711E		IX	100	10/07/25		7.64	0.00	7.64
12471	WLCP000001062850E		IX	100	10/08/25		7.64	0.00	7.64
12471	WLCP000001067333E		IX	100	10/16/25		6.56	0.00	6.56
			*** Payment Total				454.82	0.00	454.82
Payment Number 1220052 Payment Date 10/24/25			Vendor 26345				ZORO TOOLS INC	Status Issued	
26345	INV17350490		IX	100	10/30/25		275.38	0.00	275.38
			*** Payment Total				275.38	0.00	275.38
		*** Payment Code CHK Total					222,399.40	0.00	222,399.40
		Payment Count					81		
		*** Cash Code 1414 Total					338,622.58	0.00	338,622.58
		Payment Count					102		
		*** Pay Group 1000 USD Total					338,622.58	0.00	338,622.58
		Payment Count					102		

AP255 Date: 10/24/25 JOB SUBMISSION PARAMETERS
Time: 13:01

User Name: DP\FNDMD
Job Name: PMTHISTORY
Step Nbr: 2

Pay Group: 1100
Cash Code: 1414 Class C Accounts Payable

Payment Date: 102425 - 102425
Payment Numbers: -
Payment Code:

Bank Account Payment History

Payment Date Range 10/24/25 thru 10/24/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 537395 Payment Date 10/24/25			Vendor 10674		AIRGAS USA			Status Issued	
10674	5519216950		IX	120	10/30/25		17.10	0.00	17.10
			*** Payment Total				17.10	0.00	17.10
Payment Number 537396 Payment Date 10/24/25			Vendor 26753		AMAZON CAPITAL SERVICES			Status Issued	
26753	191P-9PRY-DRTM		IX	120	10/26/25		22.15	0.00	22.15
26753	1VFR-J1WR-X4WL		IX	120	11/08/25		77.65	0.00	77.65
			*** Payment Total				99.80	0.00	99.80
Payment Number 537397 Payment Date 10/24/25			Vendor 11402		CHILD FRIENDLY COURTS			Status Issued	
11402	143		IX	105	11/14/25		17,946.86	0.00	17,946.86
			*** Payment Total				17,946.86	0.00	17,946.86
Payment Number 537398 Payment Date 10/24/25			Vendor 44522		TOSHIBA AMERICA BUSINESS			Status Issued	
44522	6670564		IX	140	11/01/25		60.63	0.00	60.63
44522	6670929		IX	170	11/01/25		502.23	0.00	502.23
			*** Payment Total				562.86	0.00	562.86
			*** Payment Code ACH Total				18,626.62	0.00	18,626.62
			Payment Count				4		

Payment Date Range 10/24/25 thru 10/24/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220053 Payment Date 10/24/25			Vendor 10671		ALPHAGRAPHICS			Status Issued	
10671	186108		IX	170	11/13/25		19.75	0.00	19.75
			*** Payment Total				19.75	0.00	19.75
Payment Number 1220054 Payment Date 10/24/25			Vendor 10009		AT&T MOBILITY			Status Issued	
10009	287305363874X10082025		IX	170	10/30/25		649.48	0.00	649.48
			*** Payment Total				649.48	0.00	649.48
Payment Number 1220055 Payment Date 10/24/25			Vendor 24382		CAPITAL ONE TRADE CREDIT			Status Issued	
24382	040125CM		IX	170	04/04/25		20.00-	0.00	20.00-
24382	314028025044844		IX	170	11/06/25		14.98	0.00	14.98
24382	317524525067429		IX	170	10/02/25		19.99	0.00	19.99
24382	350828125042450		IX	170	11/07/25		18.98	0.00	18.98
24382	350828125220654		IX	170	11/07/25		14.98-	0.00	14.98-
			*** Payment Total				18.97	0.00	18.97
Payment Number 1220056 Payment Date 10/24/25			Vendor 11196		FEDEX			Status Issued	
11196	8-969-95584		IX	120	09/26/25		44.15	0.00	44.15
11196	9-005-04230		IX	120	10/24/25		33.57	0.00	33.57
11196	9-012-62137		IX	120	10/31/25		16.15	0.00	16.15
			*** Payment Total				93.87	0.00	93.87
Payment Number 1220057 Payment Date 10/24/25			Vendor 12225		IDEXX DISTRIBUTION INC			Status Issued	
12225	3185764269		IX	120	11/06/25		1,482.66	0.00	1,482.66
			*** Payment Total				1,482.66	0.00	1,482.66
Payment Number 1220058 Payment Date 10/24/25			Vendor 10241		ILLINOIS TOLLWAY			Status Issued	
10241	G123000006886		IX	170	11/05/25		246.30	0.00	246.30
			*** Payment Total				246.30	0.00	246.30
Payment Number 1220059 Payment Date 10/24/25			Vendor 44922		JAROG, JAMES			Status Issued	
44922	MIL20250918		IX	170	10/17/25		18.62	0.00	18.62
			*** Payment Total				18.62	0.00	18.62
Payment Number 1220060 Payment Date 10/24/25			Vendor 18753		KARTHOLL, ROBERT			Status Issued	
18753	MIL20250910		IX	170	10/10/25		81.20	0.00	81.20
			*** Payment Total				81.20	0.00	81.20
Payment Number 1220061 Payment Date 10/24/25			Vendor 12095		KONEWKO & ASSOCIATES LTD			Status Issued	
12095	2025-11		IX	170	11/09/25		500.00	0.00	500.00
			*** Payment Total				500.00	0.00	500.00
Payment Number 1220062 Payment Date 10/24/25			Vendor 23008		MORAN, DENNIS			Status Issued	
23008	MIL20250910		IX	170	10/17/25		13.44	0.00	13.44
			*** Payment Total				13.44	0.00	13.44
Payment Number 1220063 Payment Date 10/24/25			Vendor 14167		NORTHERN ILLINOIS ELEVATOR			Status Issued	
14167	2027		IX	170	11/06/25		15.00	0.00	15.00

Payment Date Range 10/24/25 thru 10/24/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220063 Payment Date 10/24/25			Vendor 14167				NORTHERN ILLINOIS ELEVATOR	Status Issued	
			*** Payment Total				15.00	0.00	15.00
Payment Number 1220064 Payment Date 10/24/25			Vendor 39549				ODP BUSINESS SOLUTIONS, LLC	Status Issued	
39549	438349732001		IX	170	11/12/25		19.54	0.00	19.54
39549	441285143001		IX	170	11/09/25		444.80	0.00	444.80
39549	441333001001		IX	170	11/09/25		32.98	0.00	32.98
39549	441333013001		IX	170	11/09/25		11.79	0.00	11.79
39549	442109060001		IX	170	10/26/25		166.94	0.00	166.94
39549	442109542001		IX	170	10/26/25		45.29	0.00	45.29
39549	442109547001		IX	170	10/26/25		20.99	0.00	20.99
39549	442109549001		IX	170	10/25/25		32.07	0.00	32.07
39549	443372053001		IX	170	11/02/25		57.06	0.00	57.06
39549	443408933001		IX	170	11/02/25		17.24	0.00	17.24
			*** Payment Total				848.70	0.00	848.70
Payment Number 1220065 Payment Date 10/24/25			Vendor 10369				PADDOCK PUBLICATIONS INC	Status Issued	
10369	351932		IX	170	10/29/25		128.80	0.00	128.80
10369	353874		IX	170	11/05/25		350.40	0.00	350.40
			*** Payment Total				479.20	0.00	479.20
Payment Number 1220066 Payment Date 10/24/25			Vendor 45652				PETSCRIPT, INC	Status Issued	
45652	INV-91549		IX	120	10/30/25		288.00	0.00	288.00
			*** Payment Total				288.00	0.00	288.00
Payment Number 1220067 Payment Date 10/24/25			Vendor 10313				PRIMO BRANDS	Status Issued	
10313	05J6703021254		IX	140	11/13/25		59.05	0.00	59.05
			*** Payment Total				59.05	0.00	59.05
Payment Number 1220068 Payment Date 10/24/25			Vendor 29452				SCHULTZ, CARL	Status Issued	
29452	MIL20250910		IX	170	10/17/25		26.32	0.00	26.32
			*** Payment Total				26.32	0.00	26.32
Payment Number 1220069 Payment Date 10/24/25			Vendor 11201				UNITED STATES POSTAL SERVICE	Status Issued	
11201	34855593 093025 AS		IX	120	10/30/25		735.19	0.00	735.19
			*** Payment Total				735.19	0.00	735.19
Payment Number 1220070 Payment Date 10/24/25			Vendor 11173				VERITEXT	Status Issued	
11173	8679171		IX	170	11/01/25		403.45	0.00	403.45
			*** Payment Total				403.45	0.00	403.45
Payment Number 1220071 Payment Date 10/24/25			Vendor 46131				WOOD DALE PHARMACY LLC	Status Issued	
46131	95440		IX	120	10/26/25		372.18	0.00	372.18
46131	95776		IX	120	11/01/25		57.81	0.00	57.81
			*** Payment Total				429.99	0.00	429.99
		*** Payment Code CHK Total					6,409.19	0.00	6,409.19
		Payment Count					19		

Payment Date Range 10/24/25 thru 10/24/25

Cash Code 1414 Bank 071923909 Payment Currency USD

*** Cash Code 1414 Total	25,035.81	0.00	25,035.81
Payment Count	23		
*** Pay Group 1100 USD Total	25,035.81	0.00	25,035.81
Payment Count	23		

AP255 Date: 10/24/25 JOB SUBMISSION PARAMETERS
Time: 13:02

User Name: DP\FNDMD
Job Name: PMTHISTORY
Step Nbr: 3

Pay Group: 1200
Cash Code: 1414 Class C Accounts Payable

Payment Date: 102425 - 102425
Payment Numbers: -
Payment Code:

Bank Account Payment History

Payment Date Range 10/24/25 thru 10/24/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 537399 Payment Date 10/24/25			Vendor 10674		AIRGAS USA			Status Issued	
10674	9165818008		IX	100	11/14/25		999.63	0.00	999.63
10674	9165868803		IX	100	11/15/25		210.60	0.00	210.60
			*** Payment Total				1,210.23	0.00	1,210.23
Payment Number 537400 Payment Date 10/24/25			Vendor 26753		AMAZON CAPITAL SERVICES			Status Issued	
26753	1LH6-R7QL-9KPK		IX	100	11/05/25		128.83	0.00	128.83
26753	1PG6-4WFK-77JV		IX	100	11/15/25		321.97	0.00	321.97
26753	1YYX-CVVN-LF9N		IX	100	11/16/25		610.67	0.00	610.67
			*** Payment Total				1,061.47	0.00	1,061.47
Payment Number 537401 Payment Date 10/24/25			Vendor 22472		CARDINAL HEALTH 110, LLC			Status Issued	
22472	7442717573		IX	100	11/09/25		10.83	0.00	10.83
22472	7443144586		IX	100	11/13/25		15.96	0.00	15.96
22472	7443336686		IX	100	11/14/25		451.05	0.00	451.05
22472	7443336692		IX	100	11/14/25		93.53	0.00	93.53
22472	7443542968		IX	100	11/15/25		312.34	0.00	312.34
22472	7443542977		IX	100	11/15/25		726.69	0.00	726.69
22472	7443722651		IX	100	11/16/25		994.26	0.00	994.26
22472	7443722652		IX	100	11/16/25		75.06	0.00	75.06
			*** Payment Total				2,679.72	0.00	2,679.72
		*** Payment Code ACH Total					4,951.42	0.00	4,951.42
		Payment Count					3		

Bank Account Payment History

Payment Date Range 10/24/25 thru 10/24/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220072 Payment Date 10/24/25		Vendor 31832				ACCELERATED CARE PLUS LEASING		Status Issued	
31832	2167305		IX	100	11/09/25		747.07	0.00	747.07
			*** Payment Total				747.07	0.00	747.07
Payment Number 1220073 Payment Date 10/24/25		Vendor 38093				ALPHA BAKING COMPANY		Status Issued	
38093	250010289017		IX	100	11/15/25		70.26	0.00	70.26
38093	250010290023		IX	100	11/16/25		170.18	0.00	170.18
38093	250010291015		IX	100	11/17/25		124.98	0.00	124.98
38093	250010293011		IX	100	11/19/25		84.72	0.00	84.72
			*** Payment Total				450.14	0.00	450.14
Payment Number 1220074 Payment Date 10/24/25		Vendor 47168				AMERICAN ASSOCIATION OF		Status Issued	
47168	INV-604074-P5W4Y4		IX	100	11/13/25		459.00	0.00	459.00
47168	INV-604076-X0G8K9		IX	100	11/13/25		680.00	0.00	680.00
			*** Payment Total				1,139.00	0.00	1,139.00
Payment Number 1220075 Payment Date 10/24/25		Vendor 10027				EDWARD DON & CO		Status Issued	
10027	34139218		IX	100	11/02/25		3,353.06	0.00	3,353.06
10027	34145832		IX	100	11/05/25		402.88	0.00	402.88
			*** Payment Total				3,755.94	0.00	3,755.94
Payment Number 1220076 Payment Date 10/24/25		Vendor 32255				MATHEW, PRINCY		Status Issued	
32255	EXP20251015		IX	100	10/21/25		50.00	0.00	50.00
			*** Payment Total				50.00	0.00	50.00
Payment Number 1220077 Payment Date 10/24/25		Vendor 30801				MCKESSON MEDICAL - SURGICAL		Status Issued	
30801	24407721		IX	100	10/29/25		2,834.93	0.00	2,834.93
30801	24438134		IX	100	11/04/25		111.29	0.00	111.29
30801	24453949		IX	100	11/07/25		111.29	0.00	111.29
			*** Payment Total				3,057.51	0.00	3,057.51
Payment Number 1220078 Payment Date 10/24/25		Vendor 44693				MCMAHON FOOD CORPORATION		Status Issued	
44693	0000023605		IX	100	11/16/25		514.26	0.00	514.26
			*** Payment Total				514.26	0.00	514.26
Payment Number 1220079 Payment Date 10/24/25		Vendor 22125				NORTHWESTERN MEDICAL FACULTY		Status Issued	
22125	P798875090		IX	100	03/08/25		16.43	0.00	16.43
22125	P798875130		IX	100	03/14/25		17.77	0.00	17.77
22125	P798875160		IX	100	03/28/25		16.43	0.00	16.43
			*** Payment Total				50.63	0.00	50.63
Payment Number 1220080 Payment Date 10/24/25		Vendor 19217				CENTRAL DUPAGE PHYSICIAN GROUP		Status Issued	
19217	P798875170		IX	100	03/07/25		50.42	0.00	50.42
19217	P798875190		IX	100	03/21/25		28.07	0.00	28.07
			*** Payment Total				78.49	0.00	78.49
Payment Number 1220081 Payment Date 10/24/25		Vendor 39549				ODP BUSINESS SOLUTIONS, LLC		Status Issued	
39549	442783130001		IX	100	11/08/25		136.31	0.00	136.31
39549	444381982001		IX	100	11/14/25		134.05	0.00	134.05

Payment Date Range 10/24/25 thru 10/24/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220081 Payment Date 10/24/25			Vendor 39549				ODP BUSINESS SOLUTIONS, LLC	Status Issued	
			*** Payment Total				270.36	0.00	270.36
Payment Number 1220082 Payment Date 10/24/25			Vendor 23841				OPTUM360	Status Issued	
23841	80013206688		IX	100	10/29/25		147.96	0.00	147.96
			*** Payment Total				147.96	0.00	147.96
Payment Number 1220083 Payment Date 10/24/25			Vendor 10629				PHOENIX TEXTILE CORPORATION	Status Issued	
10629	2874169		IX	100	10/04/25		4,752.72	0.00	4,752.72
			*** Payment Total				4,752.72	0.00	4,752.72
Payment Number 1220084 Payment Date 10/24/25			Vendor 44692				PRAIRIE FARMS ROCKFORD	Status Issued	
44692	9015005		IX	100	11/19/25		542.17	0.00	542.17
			*** Payment Total				542.17	0.00	542.17
Payment Number 1220085 Payment Date 10/24/25			Vendor 37804				PREFERRED MEDICAL	Status Issued	
37804	9005559		IX	100	10/31/25		271.25	0.00	271.25
			*** Payment Total				271.25	0.00	271.25
Payment Number 1220086 Payment Date 10/24/25			Vendor 34012				REDSAIL TECHNOLOGIES, LLC	Status Issued	
34012	RSTSCI-220782		IX	100	11/02/25		1,646.24	0.00	1,646.24
			*** Payment Total				1,646.24	0.00	1,646.24
Payment Number 1220087 Payment Date 10/24/25			Vendor 45489				SANCHEZ, SARAI	Status Issued	
45489	EXP20250909		IX	100	09/23/25		50.00	0.00	50.00
			*** Payment Total				50.00	0.00	50.00
Payment Number 1220088 Payment Date 10/24/25			Vendor 27600				SYMBRIA REHAB BILLING	Status Issued	
27600	15992560093025		IX	100	10/30/25		36,625.55	0.00	36,625.55
27600	SEPTEMBER-25		IX	100	10/30/25		5,376.00	0.00	5,376.00
			*** Payment Total				42,001.55	0.00	42,001.55
Payment Number 1220089 Payment Date 10/24/25			Vendor 10555				SYSCO FOOD SERVICES-CHICAGO	Status Issued	
10555	824717736		IX	100	11/15/25		56.07	0.00	56.07
10555	824718781		IX	100	11/15/25		72.15	0.00	72.15
10555	824719684		IX	100	11/15/25		47.94	0.00	47.94
10555	824719685		IX	100	11/15/25		347.61	0.00	347.61
10555	824719687		IX	100	11/15/25		346.54	0.00	346.54
10555	824719689		IX	100	11/15/25		81.10	0.00	81.10
10555	824719697		IX	100	11/15/25		309.83	0.00	309.83
10555	824719698		IX	100	11/15/25		59.42	0.00	59.42
10555	824719699		IX	100	11/15/25		17.81	0.00	17.81
10555	824719700		IX	100	11/15/25		26.96	0.00	26.96
10555	824719702		IX	100	11/15/25		21.82	0.00	21.82
10555	824719704		IX	100	11/15/25		390.55	0.00	390.55
10555	824719705		IX	100	11/15/25		39.23	0.00	39.23
10555	824720846		IX	100	11/16/25		41.37	0.00	41.37
10555	824720881		IX	100	11/16/25		15.40	0.00	15.40
10555	824720892		IX	100	11/16/25		63.41	0.00	63.41

Bank Account Payment History

Payment Date Range 10/24/25 thru 10/24/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220089 Payment Date 10/24/25			Vendor 10555				SYSCO FOOD SERVICES-CHICAGO	Status Issued	
10555	824729316		IX	100	11/19/25		341.29	0.00	341.29
10555	824729317		IX	100	11/19/25		2,230.98	0.00	2,230.98
10555	824729318		IX	100	11/19/25		305.78	0.00	305.78
10555	824729319		IX	100	11/19/25		411.86	0.00	411.86
10555	824729320		IX	100	11/19/25		164.72	0.00	164.72
10555	824729321		IX	100	11/19/25		370.13	0.00	370.13
10555	824729322		IX	100	11/19/25		4,404.97	0.00	4,404.97
10555	824730646		IX	100	11/20/25		21.21	0.00	21.21
			*** Payment Total				10,188.15	0.00	10,188.15
Payment Number 1220090 Payment Date 10/24/25			Vendor 29088				THE AMERICAN BOTTLING COMPANY	Status Issued	
29088	4655815002		IX	100	11/20/25		726.00	0.00	726.00
			*** Payment Total				726.00	0.00	726.00
Payment Number 1220091 Payment Date 10/24/25			Vendor 11694				UNLIMITED ADVACARE INC	Status Issued	
11694	25091665		IX	100	10/30/25		4,154.50	0.00	4,154.50
11694	25091665-2120		IX	100	10/30/25		59.00	0.00	59.00
			*** Payment Total				4,213.50	0.00	4,213.50
Payment Number 1220092 Payment Date 10/24/25			Vendor 36338				VALDES, LLC	Status Issued	
36338	105757		IX	100	11/05/25		532.35	0.00	532.35
			*** Payment Total				532.35	0.00	532.35
Payment Number 1220093 Payment Date 10/24/25			Vendor 10068				WAREHOUSE DIRECT, INC.	Status Issued	
10068	5999283-0		IX	100	10/31/25		13,870.30	0.00	13,870.30
			*** Payment Total				13,870.30	0.00	13,870.30
Payment Number 1220094 Payment Date 10/24/25			Vendor 10884				WAUBONSEE COMMUNITY COLLEGE	Status Issued	
10884	114160		IX	100	11/12/25		500.00	0.00	500.00
			*** Payment Total				500.00	0.00	500.00
Payment Number 1220095 Payment Date 10/24/25			Vendor 20890				WAYSTAR INC.	Status Issued	
20890	30006123510		IX	100	11/09/25		205.29	0.00	205.29
			*** Payment Total				205.29	0.00	205.29
		*** Payment Code CHK Total					89,760.88	0.00	89,760.88
			Payment Count				24		
		*** Cash Code 1414 Total					94,712.30	0.00	94,712.30
			Payment Count				27		
		*** Pay Group 1200 USD Total					94,712.30	0.00	94,712.30
			Payment Count				27		

AP255 Date: 10/24/25 JOB SUBMISSION PARAMETERS
Time: 13:02

User Name: DP\FNDMD
Job Name: PMTHISTORY
Step Nbr: 4

Pay Group: 1300
Cash Code: 1414 Class C Accounts Payable

Payment Date: 102425 - 102425
Payment Numbers: -
Payment Code:

Bank Account Payment History

Payment Date Range 10/24/25 thru 10/24/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220096 Payment Date 10/24/25		Vendor 11201			UNITED STATES POSTAL SERVICE			Status Issued	
11201	34855593 093025 COR		IX	120	10/30/25		12.05	0.00	12.05
		*** Payment Total					12.05	0.00	12.05
		*** Payment Code CHK Total					12.05	0.00	12.05
		Payment Count					1		
		*** Cash Code 1414 Total					12.05	0.00	12.05
		Payment Count					1		
		*** Pay Group 1300 USD Total					12.05	0.00	12.05
		Payment Count					1		

AP255 Date: 10/24/25 JOB SUBMISSION PARAMETERS
Time: 13:02

User Name: DP\FNDMD
Job Name: PMTHISTORY
Step Nbr: 5

Pay Group: 1400
Cash Code: 1414 Class C Accounts Payable

Payment Date: 102425 - 102425
Payment Numbers: -
Payment Code:

AP255 Date 10/24/25 Pay Group 1400 JUDICIAL PAY GROUP USD
Time 13:02 Bank Account Payment History

Payment Date Range 10/24/25 thru 10/24/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 537402 Payment Date 10/24/25			Vendor 10932		CONSCISYS CORPORATION			Status Issued	
10932	252881		IX	101	11/15/25		91,667.00	0.00	91,667.00
			*** Payment Total				91,667.00	0.00	91,667.00
Payment Number 537403 Payment Date 10/24/25			Vendor 10401		GALLS, LLC			Status Issued	
10401	032707050		IX	130	10/15/25		881.99	0.00	881.99
			*** Payment Total				881.99	0.00	881.99
Payment Number 537404 Payment Date 10/24/25			Vendor 14161		GRAHAM, KELLY			Status Issued	
14161	092825-100425.PB		IX	130	11/03/25		640.00	0.00	640.00
14161	100525-101125.PB		IX	130	11/10/25		800.00	0.00	800.00
			*** Payment Total				1,440.00	0.00	1,440.00
Payment Number 537405 Payment Date 10/24/25			Vendor 27781		PROPIO LS LLC			Status Issued	
27781	0305680925		IX	130	10/15/25		730.20	0.00	730.20
			*** Payment Total				730.20	0.00	730.20
			*** Payment Code ACH Total				94,719.19	0.00	94,719.19
			Payment Count				4		

Payment Date Range 10/24/25 thru 10/24/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220097 Payment Date 10/24/25		Vendor 10009	AT&T MOBILITY					Status Issued	
10009	287306099963X10082025		IX	130	10/30/25		7,060.63	0.00	7,060.63
		*** Payment Total					7,060.63	0.00	7,060.63
Payment Number 1220098 Payment Date 10/24/25		Vendor 10041	IICLE - IL INSTITUTE FOR					Status Issued	
10041	SI301702673		IX	107	10/11/25		127.50	0.00	127.50
10041	SI301702735		IX	107	10/17/25		135.00	0.00	135.00
10041	SI301702751		IX	107	10/23/25		142.50	0.00	142.50
10041	SI301702788		IX	107	10/25/25		135.00	0.00	135.00
10041	SI301702821		IX	107	10/26/25		112.50	0.00	112.50
		*** Payment Total					652.50	0.00	652.50
Payment Number 1220099 Payment Date 10/24/25		Vendor 18600	MCNAMARA, KATHLEEN					Status Issued	
18600	MIL20251001		IX	130	10/17/25		16.10	0.00	16.10
		*** Payment Total					16.10	0.00	16.10
Payment Number 1220100 Payment Date 10/24/25		Vendor 24974	MEDPRO WASTE DISPOSAL LLC					Status Issued	
24974	1600608		IX	130	10/15/25		250.75	0.00	250.75
		*** Payment Total					250.75	0.00	250.75
Payment Number 1220101 Payment Date 10/24/25		Vendor 27819	MOHAN, CHRISTOPHER					Status Issued	
27819	TRV20250922		IX	130	10/17/25		445.90	0.00	445.90
		*** Payment Total					445.90	0.00	445.90
Payment Number 1220102 Payment Date 10/24/25		Vendor 11337	NICKERSON & ASSOCIATES					Status Issued	
11337	22JD43AUG2025		IX	130	11/07/25		290.00	0.00	290.00
11337	22JD43SEPT2025		IX	130	11/07/25		350.00	0.00	350.00
		*** Payment Total					640.00	0.00	640.00
Payment Number 1220103 Payment Date 10/24/25		Vendor 11539	REDWOOD TOXICOLOGY LABORATORY					Status Issued	
11539	01228520259		IX	130	10/17/25		170.39	0.00	170.39
		*** Payment Total					170.39	0.00	170.39
Payment Number 1220104 Payment Date 10/24/25		Vendor 39535	SJORDAL, ANDREW					Status Issued	
39535	TRV20251007		IX	130	10/17/25		584.29	0.00	584.29
		*** Payment Total					584.29	0.00	584.29
Payment Number 1220105 Payment Date 10/24/25		Vendor 18626	STUBNER, RAYMOND					Status Issued	
18626	TRV20250916		IX	130	10/16/25		24.91	0.00	24.91
		*** Payment Total					24.91	0.00	24.91
		*** Payment Code CHK Total					9,845.47	0.00	9,845.47
		Payment Count					9		
		*** Cash Code 1414 Total					104,564.66	0.00	104,564.66
		Payment Count					13		

*** Pay Group 1400 USD Total	104,564.66	0.00	104,564.66
Payment Count	13		

AP255 Date: 10/24/25 JOB SUBMISSION PARAMETERS
Time: 13:02

User Name: DP\FNDMD
Job Name: PMTHISTORY
Step Nbr: 6

Pay Group: 1500
Cash Code: 1414 Class C Accounts Payable

Payment Date: 102425 - 102425
Payment Numbers: -
Payment Code:

AP255 Date 10/24/25 Pay Group 1500 HWY STREETS & BRIDGES PAY GRP USD
Time 13:03 Bank Account Payment History

Payment Date Range 10/24/25 thru 10/24/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 537406 Payment Date 10/24/25		Vendor 10843	K-FIVE CONSTRUCTION CORP				Status Issued		
10843	7705-PE08		IX	101	11/15/25		1,023,136.26	0.00	1,023,136.26
		*** Payment Total					1,023,136.26	0.00	1,023,136.26
Payment Number 537407 Payment Date 10/24/25		Vendor 10949	MEADE INC				Status Issued		
10949	DDOT-EW0825		IX	100	09/28/25		86,722.12	0.00	86,722.12
		*** Payment Total					86,722.12	0.00	86,722.12
		*** Payment Code ACH Total					1,109,858.38	0.00	1,109,858.38
		Payment Count					2		

Payment Date Range 10/24/25 thru 10/24/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220106 Payment Date 10/24/25			Vendor 10030				DUKANE ASPHALT COMPANY	Status Issued	
10030	9037		IX	100	11/08/25		4,559.75	0.00	4,559.75
10030	9043		IX	100	11/09/25		196.95	0.00	196.95
10030	9063		IX	100	11/13/25		5,503.55	0.00	5,503.55
10030	9077		IX	100	11/14/25		2,726.75	0.00	2,726.75
			*** Payment Total				12,987.00	0.00	12,987.00
Payment Number 1220107 Payment Date 10/24/25			Vendor 47098				ELIOU BK, LLC	Status Issued	
47098	09-16-406-007		IX	100	11/02/25		115,500.00	0.00	115,500.00
			*** Payment Total				115,500.00	0.00	115,500.00
Payment Number 1220108 Payment Date 10/24/25			Vendor 24397				LAKESIDE INTERNATIONAL LLC	Status Issued	
24397	7298293P		IX	100	11/02/25		2,824.19	0.00	2,824.19
			*** Payment Total				2,824.19	0.00	2,824.19
Payment Number 1220109 Payment Date 10/24/25			Vendor 18004				LU, YIFANG	Status Issued	
18004	TRV20250918		IX	100	10/18/25		28.69	0.00	28.69
			*** Payment Total				28.69	0.00	28.69
Payment Number 1220110 Payment Date 10/24/25			Vendor 11064				UNION PACIFIC RAILROAD COMPANY	Status Issued	
11064	90147907		IX	100	08/13/25		2,696.00	0.00	2,696.00
			*** Payment Total				2,696.00	0.00	2,696.00
Payment Number 1220111 Payment Date 10/24/25			Vendor 10597				VERIZON	Status Issued	
10597	6124862084		IX	100	10/31/25		676.62	0.00	676.62
			*** Payment Total				676.62	0.00	676.62
Payment Number 1220112 Payment Date 10/24/25			Vendor 10878				VERMEER-ILLINOIS INC	Status Issued	
10878	PP0638		IX	100	10/26/25		4,486.96	0.00	4,486.96
			*** Payment Total				4,486.96	0.00	4,486.96
		*** Payment Code CHK Total					139,199.46	0.00	139,199.46
		Payment Count					7		
		*** Cash Code 1414 Total					1,249,057.84	0.00	1,249,057.84
		Payment Count					9		
	*** Pay Group 1500 USD Total						1,249,057.84	0.00	1,249,057.84
	Payment Count						9		

AP255 Date: 10/24/25 JOB SUBMISSION PARAMETERS
Time: 13:03

User Name: DP\FNDMD
Job Name: PMTHISTORY
Step Nbr: 7

Pay Group: 1600
Cash Code: 1414 Class C Accounts Payable

Payment Date: 102425 - 102425
Payment Numbers: -
Payment Code:

Bank Account Payment History

Payment Date Range 10/24/25 thru 10/24/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 537408 Payment Date 10/24/25 Vendor 11025 CIORBA GROUP Status Issued									
11025	0033673		IX	100	11/08/25		4,302.20	0.00	4,302.20
			*** Payment Total				4,302.20	0.00	4,302.20
Payment Number 537409 Payment Date 10/24/25 Vendor 10903 ENGINEERING RESOURCE ASSOC INC Status Issued									
10903	W2513900.02		IX	100	08/22/25		1,331.05	0.00	1,331.05
			*** Payment Total				1,331.05	0.00	1,331.05
Payment Number 537410 Payment Date 10/24/25 Vendor 10801 V3 COMPANIES, LTD Status Issued									
10801	20725016		IX	100	09/07/25		25,685.34	0.00	25,685.34
			*** Payment Total				25,685.34	0.00	25,685.34
Payment Number 537411 Payment Date 10/24/25 Vendor 10802 V3 COMPANIES, LTD Status Issued									
10802	10825510		IX	100	10/12/25		6,942.77	0.00	6,942.77
			*** Payment Total				6,942.77	0.00	6,942.77
Payment Number 537412 Payment Date 10/24/25 Vendor 12800 WBK ENGINEERING LLC Status Issued									
12800	27382		IX	100	10/10/25		6,046.29	0.00	6,046.29
			*** Payment Total				6,046.29	0.00	6,046.29
		*** Payment Code ACH Total					44,307.65	0.00	44,307.65
		Payment Count					5		

Payment Date Range 10/24/25 thru 10/24/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220113 Payment Date 10/24/25		Vendor 30491	ALTA CONSTRUCTION EQUIPMENT					Status Issued	
30491	SP4/113678		IX	100	10/24/25		50.85	0.00	50.85
			*** Payment Total				50.85	0.00	50.85
Payment Number 1220114 Payment Date 10/24/25		Vendor 10008	AT&T					Status Issued	
10008	630295858610 2025		IX	100	11/03/25		56.89	0.00	56.89
			*** Payment Total				56.89	0.00	56.89
Payment Number 1220115 Payment Date 10/24/25		Vendor 12891	AUTOZONE INC					Status Issued	
12891	1936462766		IX	100	09/11/22		179.34	0.00	179.34
			*** Payment Total				179.34	0.00	179.34
Payment Number 1220116 Payment Date 10/24/25		Vendor 13307	BURRIS EQUIPMENT CO					Status Issued	
13307	PS3021922-1		IX	100	10/16/25		62.04	0.00	62.04
			*** Payment Total				62.04	0.00	62.04
Payment Number 1220117 Payment Date 10/24/25		Vendor 10023	COM ED					Status Issued	
10023	7201527000 100725		IX	100	11/06/25		40.51	0.00	40.51
10023	8163896000 100825		IX	100	11/07/25		166.17	0.00	166.17
			*** Payment Total				206.68	0.00	206.68
Payment Number 1220118 Payment Date 10/24/25		Vendor 10218	DUPAGE TOPSOIL INC					Status Issued	
10218	059676		IX	100	10/25/25		520.00	0.00	520.00
			*** Payment Total				520.00	0.00	520.00
Payment Number 1220119 Payment Date 10/24/25		Vendor 32415	ENVIRONMENTAL CONSULTING &					Status Issued	
32415	254512		IX	100	11/13/25		2,898.00	0.00	2,898.00
			*** Payment Total				2,898.00	0.00	2,898.00
Payment Number 1220120 Payment Date 10/24/25		Vendor 10582	FORESTRY SUPPLIERS INC					Status Issued	
10582	745560-00		IX	100	11/07/25		254.73	0.00	254.73
			*** Payment Total				254.73	0.00	254.73
Payment Number 1220121 Payment Date 10/24/25		Vendor 11017	GLOBETROTTERS ENGINEERING CORP					Status Issued	
11017	2500506		IX	100	10/30/25		8,476.22	0.00	8,476.22
			*** Payment Total				8,476.22	0.00	8,476.22
Payment Number 1220122 Payment Date 10/24/25		Vendor 22422	HANES GEO COMPONENTS					Status Issued	
22422	64-401029		IX	100	10/30/25		130.20	0.00	130.20
			*** Payment Total				130.20	0.00	130.20
Payment Number 1220123 Payment Date 10/24/25		Vendor 11219	HOME DEPOT CREDIT SERVICES					Status Issued	
11219	1032918		IX	100	11/06/25		38.91	0.00	38.91
11219	5017385		IX	100	10/03/25		48.71	0.00	48.71
			*** Payment Total				87.62	0.00	87.62
Payment Number 1220124 Payment Date 10/24/25		Vendor 10241	ILLINOIS TOLLWAY					Status Issued	
10241	G123000007381		IX	100	11/05/25		646.00	0.00	646.00

Payment Date Range 10/24/25 thru 10/24/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220124 Payment Date 10/24/25			Vendor 10241		ILLINOIS TOLLWAY			Status Issued	
			*** Payment Total				646.00	0.00	646.00
Payment Number 1220125 Payment Date 10/24/25			Vendor 10070		PACKEY WEBB FORD			Status Issued	
10070	176151		IX	100	10/24/25		281.36	0.00	281.36
			*** Payment Total				281.36	0.00	281.36
Payment Number 1220126 Payment Date 10/24/25			Vendor 32985		PIZZO & ASSOCIATES, LTD			Status Issued	
32985	RUP37		IX	100	10/26/25		2,454.04	0.00	2,454.04
			*** Payment Total				2,454.04	0.00	2,454.04
Payment Number 1220127 Payment Date 10/24/25			Vendor 12422		RUSSO HARDWARE INC			Status Issued	
12422	SPI21301219		IX	100	11/06/25		126.44	0.00	126.44
			*** Payment Total				126.44	0.00	126.44
		*** Payment Code CHK Total					16,430.41	0.00	16,430.41
			Payment Count				15		
		*** Cash Code 1414 Total					60,738.06	0.00	60,738.06
			Payment Count				20		
		*** Pay Group 1600 USD Total					60,738.06	0.00	60,738.06
			Payment Count				20		

AP255 Date: 10/24/25 JOB SUBMISSION PARAMETERS
Time: 13:03

User Name: DP\FNDMD
Job Name: PMTHISTORY
Step Nbr: 8

Pay Group: 2000
Cash Code: 1414 Class C Accounts Payable

Payment Date: 102425 - 102425
Payment Numbers: -
Payment Code:

Bank Account Payment History

Payment Date Range 10/24/25 thru 10/24/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 537413 Payment Date 10/24/25			Vendor 13295				CDM SMITH INC	Status Issued	
13295	90247021		IX	100	11/16/25		8,674.86	0.00	8,674.86
			*** Payment Total				8,674.86	0.00	8,674.86
Payment Number 537414 Payment Date 10/24/25			Vendor 11067				FOX VALLEY FIRE & SAFETY	Status Issued	
11067	IN00809047		IX	100	11/06/25		4,231.00	0.00	4,231.00
			*** Payment Total				4,231.00	0.00	4,231.00
Payment Number 537415 Payment Date 10/24/25			Vendor 10573				GASVODA & ASSOCIATES INC.	Status Issued	
10573	INV25PTS0519		IX	100	11/05/25		894.00	0.00	894.00
			*** Payment Total				894.00	0.00	894.00
Payment Number 537416 Payment Date 10/24/25			Vendor 10157				GRAINGER INC	Status Issued	
10157	9594915218		IX	100	09/03/25		363.36	0.00	363.36
10157	9626236310		IX	100	10/02/25		1,385.02	0.00	1,385.02
10157	9627424717		IX	100	10/02/25		74.35	0.00	74.35
10157	9630654680		IX	100	10/04/25		56.19	0.00	56.19
10157	9639411231		IX	100	10/12/25		383.37	0.00	383.37
10157	9642486840		IX	100	10/16/25		433.41	0.00	433.41
			*** Payment Total				2,695.70	0.00	2,695.70
Payment Number 537417 Payment Date 10/24/25			Vendor 10124				GRAYBAR	Status Issued	
10124	9350167403		IX	100	10/09/25		284.32	0.00	284.32
			*** Payment Total				284.32	0.00	284.32
Payment Number 537418 Payment Date 10/24/25			Vendor 10549				RED WING BUSINESS ADVANTAGE	Status Issued	
10549	045ST1-1938304		IX	100	11/01/25		259.24	0.00	259.24
			*** Payment Total				259.24	0.00	259.24
		*** Payment Code ACH Total					17,039.12	0.00	17,039.12
		Payment Count					6		

Payment Date Range 10/24/25 thru 10/24/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220128 Payment Date 10/24/25		Vendor 12842	ADVANCED PHYSICIANS SC					Status Issued	
12842	306458		IX	100	10/03/25		130.00	0.00	130.00
			*** Payment Total				130.00	0.00	130.00
Payment Number 1220129 Payment Date 10/24/25		Vendor 30717	AQUAFIX INC					Status Issued	
30717	IN021014		IX	100	11/08/25		1,268.08	0.00	1,268.08
			*** Payment Total				1,268.08	0.00	1,268.08
Payment Number 1220130 Payment Date 10/24/25		Vendor 10008	AT&T					Status Issued	
10008	630323067710 2025		IX	100	11/12/25		264.75	0.00	264.75
10008	630773995209 2025		IX	100	10/19/25		57.83	0.00	57.83
10008	630964720710 2025		IX	100	11/06/25		307.73	0.00	307.73
10008	630964750310 2025		IX	100	11/06/25		595.08	0.00	595.08
10008	630985480210 2025		IX	100	11/03/25		59.93	0.00	59.93
			*** Payment Total				1,285.32	0.00	1,285.32
Payment Number 1220131 Payment Date 10/24/25		Vendor 10009	AT&T MOBILITY					Status Issued	
10009	287308880316X10082025		IX	100	10/30/25		2,828.11	0.00	2,828.11
			*** Payment Total				2,828.11	0.00	2,828.11
Payment Number 1220132 Payment Date 10/24/25		Vendor 12891	AUTOZONE INC					Status Issued	
12891	04469171572		IX	100	10/30/25		209.70	0.00	209.70
			*** Payment Total				209.70	0.00	209.70
Payment Number 1220133 Payment Date 10/24/25		Vendor 26212	BLAINS FARM & FLEET					Status Issued	
26212	BFF-090972		IX	100	11/15/25		159.99	0.00	159.99
26212	BFF-090979		IX	100	11/15/25		189.99	0.00	189.99
			*** Payment Total				349.98	0.00	349.98
Payment Number 1220134 Payment Date 10/24/25		Vendor 10074	CITY OF WHEATON					Status Issued	
10074	514238		IX	100	11/20/25		475.70	0.00	475.70
			*** Payment Total				475.70	0.00	475.70
Payment Number 1220135 Payment Date 10/24/25		Vendor 12382	COMCAST					Status Issued	
12382	8771201190721252101925		IX	100	11/18/25		253.85	0.00	253.85
			*** Payment Total				253.85	0.00	253.85
Payment Number 1220136 Payment Date 10/24/25		Vendor 47169	DEMITH, JENNIFER					Status Issued	
47169	102225		IX	100	10/22/25		.50	0.00	.50
			*** Payment Total				.50	0.00	.50
Payment Number 1220137 Payment Date 10/24/25		Vendor 11196	FEDEX					Status Issued	
11196	9-029-71800		IX	100	11/14/25		85.01	0.00	85.01
11196	9-039-10814		IX	100	11/21/25		63.25	0.00	63.25
			*** Payment Total				148.26	0.00	148.26
Payment Number 1220138 Payment Date 10/24/25		Vendor 38645	FEHR GRAHAM & ASSOCIATES LLC					Status Issued	
38645	134362		IX	100	10/26/25		37,415.32	0.00	37,415.32

Payment Date Range 10/24/25 thru 10/24/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220138 Payment Date 10/24/25			Vendor 38645				FEHR GRAHAM & ASSOCIATES LLC	Status Issued	
			*** Payment Total				37,415.32	0.00	37,415.32
Payment Number 1220139 Payment Date 10/24/25			Vendor 26358				FSS TECHNOLOGIES, LLC	Status Issued	
26358	I-76631		IX	100	11/16/25		468.00	0.00	468.00
			*** Payment Total				468.00	0.00	468.00
Payment Number 1220140 Payment Date 10/24/25			Vendor 11470				HYDRAULIC SUPPLY COMPANY	Status Issued	
11470	3574482		IX	100	10/04/25		43.24	0.00	43.24
			*** Payment Total				43.24	0.00	43.24
Payment Number 1220141 Payment Date 10/24/25			Vendor 10523				IL ASSN OF WASTEWATER AGENCIES	Status Issued	
10523	6204		IX	100	10/01/25		7,166.00	0.00	7,166.00
			*** Payment Total				7,166.00	0.00	7,166.00
Payment Number 1220142 Payment Date 10/24/25			Vendor 10200				IL ENVIRONMENTAL PROTECTION	Status Issued	
10200	101525		IX	100	11/14/25		317,967.57	0.00	317,967.57
			*** Payment Total				317,967.57	0.00	317,967.57
Payment Number 1220143 Payment Date 10/24/25			Vendor 13138				IMPERIAL SUPPLIES LLC	Status Issued	
13138	I001E31647		IX	100	08/08/25		141.03	0.00	141.03
			*** Payment Total				141.03	0.00	141.03
Payment Number 1220144 Payment Date 10/24/25			Vendor 29381				JOHNSON CONTROLS SECURITY	Status Issued	
29381	41798569		IX	100	11/10/25		55.80	0.00	55.80
			*** Payment Total				55.80	0.00	55.80
Payment Number 1220145 Payment Date 10/24/25			Vendor 24920				JX ENTERPRISES, INC	Status Issued	
24920	2258315S		IX	100	09/25/25		993.76	0.00	993.76
			*** Payment Total				993.76	0.00	993.76
Payment Number 1220146 Payment Date 10/24/25			Vendor 28501				KEMIRA WATER SOLUTIONS INC	Status Issued	
28501	9017912137		IX	100	11/20/25		10,228.95	0.00	10,228.95
			*** Payment Total				10,228.95	0.00	10,228.95
Payment Number 1220147 Payment Date 10/24/25			Vendor 10851				MENARDS	Status Issued	
10851	91154		IX	100	09/18/25		32.98	0.00	32.98
10851	92988		IX	100	10/30/25		30.38	0.00	30.38
			*** Payment Total				63.36	0.00	63.36
Payment Number 1220148 Payment Date 10/24/25			Vendor 11215				MID AMERICAN WATER INC	Status Issued	
11215	256185A		IX	100	10/26/25		2,440.00	0.00	2,440.00
11215	256291A		IX	100	10/29/25		948.48	0.00	948.48
			*** Payment Total				3,388.48	0.00	3,388.48
Payment Number 1220149 Payment Date 10/24/25			Vendor 47167				NAIK, MANAN	Status Issued	
47167	102125		IX	100	10/21/25		50.00	0.00	50.00
			*** Payment Total				50.00	0.00	50.00

Payment Date Range 10/24/25 thru 10/24/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220150 Payment Date 10/24/25		Vendor 10185	NEUCO INC				Status Issued	
10185	9042408		IX 100	10/24/25		112.54	0.00	112.54
			*** Payment Total			112.54	0.00	112.54
Payment Number 1220151 Payment Date 10/24/25		Vendor 10057	NICOR GAS				Status Issued	
10057	33730110005 100125		IX 100	10/31/25		3,027.23	0.00	3,027.23
10057	50957010007 100125		IX 100	10/31/25		373.96	0.00	373.96
10057	52066010001 101525		IX 100	11/14/25		73.78	0.00	73.78
			*** Payment Total			3,474.97	0.00	3,474.97
Payment Number 1220152 Payment Date 10/24/25		Vendor 12047	NORTHERN SAFETY CO., INC.				Status Issued	
12047	907156420		IX 100	10/26/25		780.64	0.00	780.64
			*** Payment Total			780.64	0.00	780.64
Payment Number 1220153 Payment Date 10/24/25		Vendor 39549	ODP BUSINESS SOLUTIONS, LLC				Status Issued	
39549	439792556001		IX 100	10/19/25		541.23	0.00	541.23
			*** Payment Total			541.23	0.00	541.23
Payment Number 1220154 Payment Date 10/24/25		Vendor 38951	SERVICE SPRING CO INC				Status Issued	
38951	180772		IX 100	10/29/25		1,163.66	0.00	1,163.66
			*** Payment Total			1,163.66	0.00	1,163.66
Payment Number 1220155 Payment Date 10/24/25		Vendor 10797	THE SHERWIN WILLIAMS CO				Status Issued	
10797	0103-4		IX 100	11/12/25		700.00	0.00	700.00
10797	4520-9		IX 100	11/06/25		60.48	0.00	60.48
			*** Payment Total			760.48	0.00	760.48
Payment Number 1220156 Payment Date 10/24/25		Vendor 12448	TROTTER & ASSOCIATES INC				Status Issued	
12448	25-25464		IX 100	10/30/25		4,378.50	0.00	4,378.50
			*** Payment Total			4,378.50	0.00	4,378.50
Payment Number 1220157 Payment Date 10/24/25		Vendor 10007	UNITED LABORATORIES				Status Issued	
10007	INV445090		IX 100	10/29/25		384.76	0.00	384.76
			*** Payment Total			384.76	0.00	384.76
Payment Number 1220158 Payment Date 10/24/25		Vendor 11201	UNITED STATES POSTAL SERVICE				Status Issued	
11201	34855593 093025 PW		IX 100	10/30/25		6.66	0.00	6.66
			*** Payment Total			6.66	0.00	6.66
Payment Number 1220159 Payment Date 10/24/25		Vendor 12464	UNIVAR USA INC				Status Issued	
12464	53395170		IX 100	11/09/25		1,943.64	0.00	1,943.64
			*** Payment Total			1,943.64	0.00	1,943.64
Payment Number 1220160 Payment Date 10/24/25		Vendor 13248	WATER SERVICES COMPANY				Status Issued	
13248	41593		IX 100	11/12/25		8,100.00	0.00	8,100.00
			*** Payment Total			8,100.00	0.00	8,100.00

Payment Date Range 10/24/25 thru 10/24/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
		*** Payment Code CHK Total					406,578.09	0.00	406,578.09
		Payment Count					33		
		*** Cash Code 1414 Total					423,617.21	0.00	423,617.21
		Payment Count					39		
		*** Pay Group 2000 USD Total					423,617.21	0.00	423,617.21
		Payment Count					39		

AP255 Date: 10/24/25 JOB SUBMISSION PARAMETERS
Time: 13:03

User Name: DP\FNDMD
Job Name: PMTHISTORY
Step Nbr: 9

Pay Group: 5000
Cash Code: 1414 Class C Accounts Payable

Payment Date: 102425 - 102425
Payment Numbers: -
Payment Code:

AP255 Date 10/24/25 Pay Group 5000 DUPAGE COUNTY GRANTS PAY GROUP USD Page 1
Time 13:04 Bank Account Payment History

Payment Date Range 10/24/25 thru 10/24/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 537419 Payment Date 10/24/25			Vendor 43804				ALOHA DOCUMENT SERVICES, INC	Status Issued	
43804	217922		IX	202	11/08/25		225.00	0.00	225.00
			*** Payment Total				225.00	0.00	225.00
Payment Number 537420 Payment Date 10/24/25			Vendor 22549				CARNATE-ARDELEAN, AUDREY	Status Issued	
22549	TRV20250902		IX	202	10/15/25		55.03	0.00	55.03
			*** Payment Total				55.03	0.00	55.03
Payment Number 537421 Payment Date 10/24/25			Vendor 23461				DUPAGE COUNTY COMMUNITY	Status Issued	
23461	DHS-1760-26-2829		IX	209	10/21/25		5,180.52	0.00	5,180.52
			*** Payment Total				5,180.52	0.00	5,180.52
Payment Number 537422 Payment Date 10/24/25			Vendor 14161				GRAHAM, KELLY	Status Issued	
14161	092825-100425.ARI		IX	208	11/03/25		190.00	0.00	190.00
14161	100525-101125.ARI		IX	208	11/10/25		270.00	0.00	270.00
			*** Payment Total				460.00	0.00	460.00
Payment Number 537423 Payment Date 10/24/25			Vendor 18835				GRAPE, LISA M.	Status Issued	
18835	MIL20250924		IX	101	10/21/25		29.26	0.00	29.26
			*** Payment Total				29.26	0.00	29.26
Payment Number 537424 Payment Date 10/24/25			Vendor 42604				GRIFFIN, ANGELA L.	Status Issued	
42604	101425 101725		IX	202	11/19/25		750.00	0.00	750.00
			*** Payment Total				750.00	0.00	750.00
Payment Number 537425 Payment Date 10/24/25			Vendor 41437				LAKE, DAVID	Status Issued	
41437	TRV20251013		IX	103	10/20/25		1,243.46	0.00	1,243.46
			*** Payment Total				1,243.46	0.00	1,243.46
Payment Number 537426 Payment Date 10/24/25			Vendor 41966				MCLAUGHLIN, LAUREN MAE	Status Issued	
41966	100325-100925.LM		IX	104	10/17/25		660.00	0.00	660.00
41966	101225-101625.LM		IX	104	10/17/25		520.00	0.00	520.00
			*** Payment Total				1,180.00	0.00	1,180.00
Payment Number 537427 Payment Date 10/24/25			Vendor 41331				MORRIS, MARLON A.	Status Issued	
41331	MIL20250910		IX	105	10/17/25		56.45	0.00	56.45
			*** Payment Total				56.45	0.00	56.45
Payment Number 537428 Payment Date 10/24/25			Vendor 46258				SEMPER FI LANDSCAPING, INC	Status Issued	
46258	3-2025-1523		IX	108	11/15/25		112,384.59	0.00	112,384.59
			*** Payment Total				112,384.59	0.00	112,384.59
Payment Number 537429 Payment Date 10/24/25			Vendor 25625				SNIPES, LISA	Status Issued	
25625	TRV20251013		IX	103	10/21/25		1,673.10	0.00	1,673.10
			*** Payment Total				1,673.10	0.00	1,673.10
Payment Number 537430 Payment Date 10/24/25			Vendor 10544				TRADEMARK PRODUCTS INC	Status Issued	
10544	855452		IX	202	11/06/25		19.80	0.00	19.80

Payment Date Range 10/24/25 thru 10/24/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 537430 Payment Date 10/24/25			Vendor 10544			TRADEMARK PRODUCTS INC		Status Issued	
			*** Payment Total				19.80	0.00	19.80
Payment Number 537431 Payment Date 10/24/25			Vendor 28390			VARZINO-BUSSAN, BRITTANY		Status Issued	
28390	MIL20250903		IX	202	10/21/25		84.42	0.00	84.42
			*** Payment Total				84.42	0.00	84.42
		*** Payment Code ACH Total					123,341.63	0.00	123,341.63
			Payment Count				13		

Payment Date Range 10/24/25 thru 10/24/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220161 Payment Date 10/24/25			Vendor 11660				4IMPRINT	Status Issued	
11660	14336490		IX	101	11/01/25		4,739.20	0.00	4,739.20
11660	14397822		IX	101	11/12/25		3,012.48	0.00	3,012.48
			*** Payment Total				7,751.68	0.00	7,751.68
Payment Number 1220162 Payment Date 10/24/25			Vendor 44792				ABAD, ANGELINA	Status Issued	
44792	092925		IX	202	10/16/25		156.00	0.00	156.00
44792	100325 100925		IX	202	10/16/25		442.00	0.00	442.00
			*** Payment Total				598.00	0.00	598.00
Payment Number 1220163 Payment Date 10/24/25			Vendor 37264				TRUJILLO, BENITA	Status Issued	
37264	INV-010		IX	101	11/13/25		1,000.00	0.00	1,000.00
			*** Payment Total				1,000.00	0.00	1,000.00
Payment Number 1220164 Payment Date 10/24/25			Vendor 30611				BUTCHER, MEGHAN	Status Issued	
30611	100225 101425		IX	202	10/16/25		819.00	0.00	819.00
			*** Payment Total				819.00	0.00	819.00
Payment Number 1220165 Payment Date 10/24/25			Vendor 24442				CAR-X TIRE AND AUTO	Status Issued	
24442	548651		IX	101	10/20/25		1,000.00	0.00	1,000.00
			*** Payment Total				1,000.00	0.00	1,000.00
Payment Number 1220166 Payment Date 10/24/25			Vendor 10959				CITY OF NAPERVILLE	Status Issued	
10959	240377		IX	101	10/22/25		11,368.00	0.00	11,368.00
			*** Payment Total				11,368.00	0.00	11,368.00
Payment Number 1220167 Payment Date 10/24/25			Vendor 10023				COM ED - LIHEAP PAYMENTS	Status Issued	
10023	240378		IX	200	11/21/25		82,733.00	0.00	82,733.00
			*** Payment Total				82,733.00	0.00	82,733.00
Payment Number 1220168 Payment Date 10/24/25			Vendor 11944				COMFORT KEEPERS	Status Issued	
11944	43235		IX	101	11/19/25		100.88	0.00	100.88
			*** Payment Total				100.88	0.00	100.88
Payment Number 1220169 Payment Date 10/24/25			Vendor 10811				COMMUNITY HOUSING ADVOCACY &	Status Issued	
10811	DHS-1760-26-2642		IX	209	10/20/25		1,208.00	0.00	1,208.00
			*** Payment Total				1,208.00	0.00	1,208.00
Payment Number 1220170 Payment Date 10/24/25			Vendor 43042				DURR, CIERA	Status Issued	
43042	MIL20250903		IX	202	10/21/25		29.96	0.00	29.96
			*** Payment Total				29.96	0.00	29.96
Payment Number 1220171 Payment Date 10/24/25			Vendor 22707				EMP PROPERTIES LLC	Status Issued	
22707	DHS-1760-26-2647		IX	209	10/21/25		1,365.00	0.00	1,365.00
			*** Payment Total				1,365.00	0.00	1,365.00
Payment Number 1220172 Payment Date 10/24/25			Vendor 43073				ENO HOME HEALTH	Status Issued	
43073	2813		IX	101	11/16/25		360.00	0.00	360.00

Payment Date Range 10/24/25 thru 10/24/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220172 Payment Date 10/24/25		Vendor 43073	ENO HOME HEALTH					Status Issued	
		*** Payment Total					360.00	0.00	360.00
Payment Number 1220173 Payment Date 10/24/25		Vendor 27960	HARRIS, SHAUTA					Status Issued	
27960	MIL20250903		IX	202	10/17/25		136.57	0.00	136.57
		*** Payment Total					136.57	0.00	136.57
Payment Number 1220174 Payment Date 10/24/25		Vendor 39914	HIGHTOWER, DIANA					Status Issued	
39914	100625 101625		IX	207	11/17/25		1,728.00	0.00	1,728.00
		*** Payment Total					1,728.00	0.00	1,728.00
Payment Number 1220175 Payment Date 10/24/25		Vendor 10241	ILLINOIS TOLLWAY					Status Issued	
10241	G123000007552		IX	202	11/05/25		5.40	0.00	5.40
10241	G123000007961		IX	307	11/05/25		27.15	0.00	27.15
10241	G129000008195		IX	202	02/07/25		22.40	0.00	22.40
		*** Payment Total					54.95	0.00	54.95
Payment Number 1220176 Payment Date 10/24/25		Vendor 41901	JOHNSON, ASHLEY					Status Issued	
41901	MIL20250905		IX	202	10/16/25		47.67	0.00	47.67
		*** Payment Total					47.67	0.00	47.67
Payment Number 1220177 Payment Date 10/24/25		Vendor 31768	MERCEDES SCIENTIFIC					Status Issued	
31768	3003560		IX	104	11/14/25		1,986.75	0.00	1,986.75
		*** Payment Total					1,986.75	0.00	1,986.75
Payment Number 1220178 Payment Date 10/24/25		Vendor 41529	MIDAS AUTO SERVICE EXPERTS					Status Issued	
41529	0109376		IX	101	11/06/25		811.71	0.00	811.71
		*** Payment Total					811.71	0.00	811.71
Payment Number 1220179 Payment Date 10/24/25		Vendor 19213	HESS, STEVE					Status Issued	
19213	DHS-1760-26-2655		IX	209	11/14/25		484.00	0.00	484.00
		*** Payment Total					484.00	0.00	484.00
Payment Number 1220180 Payment Date 10/24/25		Vendor 10057	NICOR GAS					Status Issued	
10057	240379		IX	200	11/21/25		20,790.00	0.00	20,790.00
		*** Payment Total					20,790.00	0.00	20,790.00
Payment Number 1220181 Payment Date 10/24/25		Vendor 38242	PALMERIN, ELISABETH					Status Issued	
38242	MIL20250903		IX	202	10/15/25		110.11	0.00	110.11
		*** Payment Total					110.11	0.00	110.11
Payment Number 1220182 Payment Date 10/24/25		Vendor 10184	SERENITY HOUSE					Status Issued	
10184	AGR658.RH.1003-1016		IX	208	11/02/25		340.00	0.00	340.00
		*** Payment Total					340.00	0.00	340.00
Payment Number 1220183 Payment Date 10/24/25		Vendor 11201	UNITED STATES POSTAL SERVICE					Status Issued	
11201	34855593 093025 SNR		IX	202	10/30/25		786.33	0.00	786.33
		*** Payment Total					786.33	0.00	786.33

AP255 Date 10/24/25 Pay Group 5000 DUPAGE COUNTY GRANTS PAY GROUP USD Page 5
Time 13:04 Bank Account Payment History

Payment Date Range 10/24/25 thru 10/24/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220184 Payment Date 10/24/25		Vendor 23283	VLAGOS, KOSTA					Status Issued	
23283	DHS-1760-26-2830	IX	209		11/16/25		2,908.24	0.00	2,908.24
		*** Payment Total					2,908.24	0.00	2,908.24
Payment Number 1220185 Payment Date 10/24/25		Vendor 45505	WITTE, DARIA					Status Issued	
45505	TRV20250902	IX	202		10/16/25		182.70	0.00	182.70
		*** Payment Total					182.70	0.00	182.70
		*** Payment Code CHK Total					138,700.55	0.00	138,700.55
		Payment Count					25		
		*** Cash Code 1414 Total					262,042.18	0.00	262,042.18
		Payment Count					38		
		*** Pay Group 5000 USD Total					262,042.18	0.00	262,042.18
		Payment Count					38		

AP255 Date: 10/24/25 JOB SUBMISSION PARAMETERS
Time: 13:04

User Name: DP\FNDMD
Job Name: PMTHISTORY
Step Nbr: 10

Pay Group: 6000
Cash Code: 1414 Class C Accounts Payable

Payment Date: 102425 - 102425
Payment Numbers: -
Payment Code:

Bank Account Payment History

AP255 Date 10/24/25 Pay Group 6000 CAPITAL PROJECTS PAY GROUP USD Page 1
Time 13:04 Bank Account Payment History

Payment Date Range 10/24/25 thru 10/24/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 537432 Payment Date 10/24/25		Vendor 13295			CDM SMITH INC			Status Issued	
13295	90244870		IX	100	10/22/25		3,190.32	0.00	3,190.32
		*** Payment Total					3,190.32	0.00	3,190.32
Payment Number 537433 Payment Date 10/24/25		Vendor 41893			ONACTUATE CONSULTING U.S. INC			Status Issued	
41893	OAUS.AUG25.04(A)		IX	100	09/27/25		334,712.00	0.00	334,712.00
		*** Payment Total					334,712.00	0.00	334,712.00
		*** Payment Code ACH Total					337,902.32	0.00	337,902.32
		Payment Count					2		

Payment Date Range 10/24/25 thru 10/24/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220186 Payment Date 10/24/25			Vendor 47045				BAY CRANE MIDWEST LLC	Status Issued	
47045	35308-AH		IX	100	08/20/25		10,534.60	0.00	10,534.60
			*** Payment Total				10,534.60	0.00	10,534.60
Payment Number 1220187 Payment Date 10/24/25			Vendor 44116				BERGER CHEVROLET INC	Status Issued	
44116	174795		IX	100	11/15/25		50,594.00	0.00	50,594.00
44116	174926		IX	100	11/15/25		50,594.00	0.00	50,594.00
44116	175789		IX	100	11/15/25		50,594.00	0.00	50,594.00
			*** Payment Total				151,782.00	0.00	151,782.00
Payment Number 1220188 Payment Date 10/24/25			Vendor 11831				PACE SUBURBAN BUS	Status Issued	
11831	654868		IX	100	10/23/25		39,155.50	0.00	39,155.50
11831	655537		IX	100	10/23/25		49,093.97	0.00	49,093.97
			*** Payment Total				88,249.47	0.00	88,249.47
		*** Payment Code CHK Total					250,566.07	0.00	250,566.07
			Payment Count				3		
		*** Cash Code 1414 Total					588,468.39	0.00	588,468.39
			Payment Count				5		
		*** Pay Group 6000 USD Total					588,468.39	0.00	588,468.39
			Payment Count				5		

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

File #: 25-2636 **Agenda Date:** 11/12/2025 **Agenda #:** 9.A.2.

AP255 Date: 10/24/25 JOB SUBMISSION PARAMETERS
Time: 14:21

User Name: DP\FNDMD
Job Name: AP255-5000
Step Nbr: 1

Pay Group: 5000
Cash Code: 3910 Class C Account

Payment Date: 102425 - 102425
Payment Numbers: -
Payment Code: AUT Auto Debit

AP255 Date 10/24/25 Pay Group 5000 DUPAGE COUNTY GRANTS PAY GROUP USD Page 1
Time 14:21 Bank Account Payment History

Payment Date Range 10/24/25 thru 10/24/25
Cash Code 3910 Bank 071000013 Payment Currency USD
Payment Code AUT

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1045237 Payment Date 10/24/25			Vendor 10023		COMMONWEALTH EDISON COMPANY			Status Issued	
10023	1045237		200		11/21/25		2,790.69	0.00	2,790.69
			*** Payment Total				2,790.69	0.00	2,790.69
Payment Number 1045238 Payment Date 10/24/25			Vendor 10057		NICOR GAS			Status Issued	
10057	1045238		200		11/21/25		418.00	0.00	418.00
			*** Payment Total				418.00	0.00	418.00
			*** Payment Code AUT Total				3,208.69	0.00	3,208.69
			Payment Count				2		
			*** Cash Code 3910 Total				3,208.69	0.00	3,208.69
			Payment Count				2		
			*** Pay Group 5000 USD Total				3,208.69	0.00	3,208.69
			Payment Count				2		

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

File #: 25-2662 **Agenda Date:** 11/12/2025 **Agenda #:** 9.A.3.

AP255 Date: 10/28/25 JOB SUBMISSION PARAMETERS
Time: 11:35

User Name: DP\FNAXE
Job Name: PMTHISTORY
Step Nbr: 1

Pay Group: 1000
Cash Code: 1414 Class C Accounts Payable

Payment Date: 102825 - 102825
Payment Numbers: -
Payment Code:

Bank Account Payment History

Payment Date Range 10/28/25 thru 10/28/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 537434 Payment Date 10/28/25			Vendor 10674		AIRGAS USA			Status Issued	
10674	5519216791		IX	100	10/30/25		138.45	0.00	138.45
			*** Payment Total				138.45	0.00	138.45
Payment Number 537435 Payment Date 10/28/25			Vendor 43804		ALOHA DOCUMENT SERVICES, INC			Status Issued	
43804	218051		IX	100	11/21/25		1,721.90	0.00	1,721.90
			*** Payment Total				1,721.90	0.00	1,721.90
Payment Number 537436 Payment Date 10/28/25			Vendor 26753		AMAZON CAPITAL SERVICES			Status Issued	
26753	131L-MRGD-73LX		IX	100	11/22/25		17.99	0.00	17.99
26753	14R6-RKFN-9XD1		IX	100	11/19/25		324.16	0.00	324.16
26753	14Y9-9YFD-F19F		IX	100	11/19/25		234.90	0.00	234.90
26753	174X-QRVM-GFPT		IX	100	11/20/25		19.44	0.00	19.44
26753	174X-QRVM-VTWY		IX	100	11/21/25		120.90	0.00	120.90
26753	1CDD-NY7Y-GPKW		IX	100	11/20/25		9.49	0.00	9.49
26753	1K63-WLYH-TL3C		IX	100	11/21/25		181.35	0.00	181.35
26753	1KFN-QJP9-4TF4		IX	100	11/19/25		56.98	0.00	56.98
26753	1KFN-QJP9-W6W1		IX	100	11/21/25		26.54	0.00	26.54
26753	1NX9-HPML-KFPD		IX	100	11/16/25		65.88	0.00	65.88
			*** Payment Total				1,057.63	0.00	1,057.63
Payment Number 537437 Payment Date 10/28/25			Vendor 22420		BARNES, KRISTIN			Status Issued	
22420	2024CF1223 08262025		IX	100	11/23/25		76.00	0.00	76.00
			*** Payment Total				76.00	0.00	76.00
Payment Number 537438 Payment Date 10/28/25			Vendor 27908		C.A. SHORT COMPANY			Status Issued	
27908	2649097		IX	100	10/02/25		159.00	0.00	159.00
			*** Payment Total				159.00	0.00	159.00
Payment Number 537439 Payment Date 10/28/25			Vendor 39587		CAPPELLO, GINA M.			Status Issued	
39587	2024CF2449 06182025		IX	100	10/24/25		123.00	0.00	123.00
			*** Payment Total				123.00	0.00	123.00
Payment Number 537440 Payment Date 10/28/25			Vendor 12819		CARAHSOFT TECHNOLOGY			Status Issued	
12819	IN2116805		IX	100	11/23/25		6,945.00	0.00	6,945.00
			*** Payment Total				6,945.00	0.00	6,945.00
Payment Number 537441 Payment Date 10/28/25			Vendor 10667		CDW GOVERNMENT INC			Status Issued	
10667	AD9RF6A		IX	100	06/01/25		10,412.00	0.00	10,412.00
			*** Payment Total				10,412.00	0.00	10,412.00
Payment Number 537442 Payment Date 10/28/25			Vendor 12383		CINTA, LILI			Status Issued	
12383	MJ082025		IX	100	10/26/25		112.50	0.00	112.50
			*** Payment Total				112.50	0.00	112.50
Payment Number 537443 Payment Date 10/28/25			Vendor 11067		FOX VALLEY FIRE & SAFETY			Status Issued	
11067	IN00806043		IX	100	10/31/25		300.00	0.00	300.00
11067	IN00806069		IX	100	10/31/25		350.00	0.00	350.00
11067	IN00806817		IX	100	11/01/25		175.00	0.00	175.00

Payment Date Range 10/28/25 thru 10/28/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 537443 Payment Date 10/28/25			Vendor 11067				FOX VALLEY FIRE & SAFETY	Status Issued	
			*** Payment Total				825.00	0.00	825.00
Payment Number 537444 Payment Date 10/28/25			Vendor 10124				GRAYBAR	Status Issued	
10124	9350540968		IX	100	11/06/25		1,261.25	0.00	1,261.25
10124	9350559846		IX	100	11/07/25		394.20	0.00	394.20
10124	9350579593		IX	100	11/08/25		704.21	0.00	704.21
10124	9350584753		IX	100	11/09/25		265.72	0.00	265.72
			*** Payment Total				2,625.38	0.00	2,625.38
Payment Number 537445 Payment Date 10/28/25			Vendor 27873				JOURNAL TECHNOLOGIES, INC	Status Issued	
27873	JI4478		IX	100	10/30/25		3,084.00	0.00	3,084.00
			*** Payment Total				3,084.00	0.00	3,084.00
Payment Number 537446 Payment Date 10/28/25			Vendor 40998				LAZZARO, THERESA M	Status Issued	
40998	2025CM823 10162025		IX	100	11/23/25		84.00	0.00	84.00
			*** Payment Total				84.00	0.00	84.00
Payment Number 537447 Payment Date 10/28/25			Vendor 28996				NASER, EVA Y	Status Issued	
28996	735		IX	100	11/16/25		260.20	0.00	260.20
			*** Payment Total				260.20	0.00	260.20
Payment Number 537448 Payment Date 10/28/25			Vendor 11714				NELSON, LISA M.	Status Issued	
11714	2021CF1543 10162025		IX	100	11/23/25		80.75	0.00	80.75
			*** Payment Total				80.75	0.00	80.75
Payment Number 537449 Payment Date 10/28/25			Vendor 38035				PRINTING SUPPLIES USA	Status Issued	
38035	32110		IX	100	11/16/25		80.00	0.00	80.00
			*** Payment Total				80.00	0.00	80.00
Payment Number 537450 Payment Date 10/28/25			Vendor 13392				SENTINEL OFFENDER SERVICES LLC	Status Issued	
13392	208765		IX	100	10/30/25		6,533.50	0.00	6,533.50
13392	208810A		IX	100	10/30/25		28,145.16	0.00	28,145.16
			*** Payment Total				34,678.66	0.00	34,678.66
Payment Number 537451 Payment Date 10/28/25			Vendor 44522				TOSHIBA AMERICA BUSINESS	Status Issued	
44522	6670784		IX	100	11/01/25		151.40	0.00	151.40
			*** Payment Total				151.40	0.00	151.40
Payment Number 537452 Payment Date 10/28/25			Vendor 10544				TRADEMARK PRODUCTS INC	Status Issued	
10544	855778		IX	100	11/16/25		57.00	0.00	57.00
			*** Payment Total				57.00	0.00	57.00
Payment Number 537453 Payment Date 10/28/25			Vendor 29895				WELLSPRING CLOUD SOLUTIONS LLC	Status Issued	
29895	14883		IX	100	11/17/25		305.60	0.00	305.60
			*** Payment Total				305.60	0.00	305.60

Payment Date Range 10/28/25 thru 10/28/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
		*** Payment Code ACH Total					62,977.47	0.00	62,977.47
		Payment Count					20		

Payment Date Range 10/28/25 thru 10/28/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220189 Payment Date 10/28/25		Vendor 38946	ABSALONSEN, KENT A					Status Issued	
38946	100625		IX	100	11/05/25		200.00	0.00	200.00
			*** Payment Total				200.00	0.00	200.00
Payment Number 1220190 Payment Date 10/28/25		Vendor 10671	ALPHAGRAPHICS					Status Issued	
10671	186212		IX	100	11/23/25		228.00	0.00	228.00
			*** Payment Total				228.00	0.00	228.00
Payment Number 1220191 Payment Date 10/28/25		Vendor 47095	AMN HEALTHCARE LANGUAGE					Status Issued	
47095	SIN747627		IX	100	11/08/25		262.65	0.00	262.65
			*** Payment Total				262.65	0.00	262.65
Payment Number 1220192 Payment Date 10/28/25		Vendor 22435	ASHLAND DOOR SOLUTIONS LLC					Status Issued	
22435	1070523400		IX	100	11/02/25		7,401.00	0.00	7,401.00
			*** Payment Total				7,401.00	0.00	7,401.00
Payment Number 1220193 Payment Date 10/28/25		Vendor 11624	BUILDERS CHICAGO CORPORATION					Status Issued	
11624	93866		IX	100	10/30/25		992.50	0.00	992.50
			*** Payment Total				992.50	0.00	992.50
Payment Number 1220194 Payment Date 10/28/25		Vendor 38714	CADIZ, CAROL					Status Issued	
38714	100125		IX	100	10/31/25		200.00	0.00	200.00
38714	100825		IX	100	11/07/25		200.00	0.00	200.00
38714	101525		IX	100	11/14/25		200.00	0.00	200.00
			*** Payment Total				600.00	0.00	600.00
Payment Number 1220195 Payment Date 10/28/25		Vendor 27228	CENTRAL DUPAGE EMERGENCY PHYS					Status Issued	
27228	CDEP110004C991		IX	100	10/13/25		83.69	0.00	83.69
27228	CDEP110404C995		IX	100	10/15/25		145.50	0.00	145.50
27228	CDEP110462C996		IX	100	10/16/25		153.31	0.00	153.31
			*** Payment Total				382.50	0.00	382.50
Payment Number 1220196 Payment Date 10/28/25		Vendor 12097	CIOX HEALTH LLC					Status Issued	
12097	0520587187		IX	100	09/20/25		123.37	0.00	123.37
			*** Payment Total				123.37	0.00	123.37
Payment Number 1220197 Payment Date 10/28/25		Vendor 10074	CITY OF WHEATON					Status Issued	
10074	17257 100125		IX	100	10/31/25		4,080.00	0.00	4,080.00
10074	37753 100125		IX	100	10/31/25		255.00	0.00	255.00
			*** Payment Total				4,335.00	0.00	4,335.00
Payment Number 1220198 Payment Date 10/28/25		Vendor 12097	DATAVANT, LLC					Status Issued	
12097	0527962212		IX	100	11/16/25		2.00	0.00	2.00
			*** Payment Total				2.00	0.00	2.00
Payment Number 1220199 Payment Date 10/28/25		Vendor 47046	DAVID A. WOLD DDS PC					Status Issued	
47046	100425		IX	100	11/03/25		700.00	0.00	700.00
			*** Payment Total				700.00	0.00	700.00

Payment Date Range 10/28/25 thru 10/28/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220200 Payment Date 10/28/25		Vendor 10859	EDUCATION LEAGUE OF ILLINOIS					Status Issued	
10859	QUIRK 090925		IX	100	10/09/25		130.00	0.00	130.00
		*** Payment Total					130.00	0.00	130.00
Payment Number 1220201 Payment Date 10/28/25		Vendor 42607	F.E. MORAN INC. MECHANICAL					Status Issued	
42607	503782-6		IX	100	11/01/25		1,500.00	0.00	1,500.00
		*** Payment Total					1,500.00	0.00	1,500.00
Payment Number 1220202 Payment Date 10/28/25		Vendor 43546	MCCOY, CATHERINE					Status Issued	
43546	100225		IX	100	11/01/25		200.00	0.00	200.00
		*** Payment Total					200.00	0.00	200.00
Payment Number 1220203 Payment Date 10/28/25		Vendor 11196	FEDEX					Status Issued	
11196	9-030-50998		IX	100	11/14/25		76.05	0.00	76.05
		*** Payment Total					76.05	0.00	76.05
Payment Number 1220204 Payment Date 10/28/25		Vendor 11196	FEDEX					Status Issued	
11196	9-029-73522		IX	100	11/14/25		103.02	0.00	103.02
		*** Payment Total					103.02	0.00	103.02
Payment Number 1220205 Payment Date 10/28/25		Vendor 43169	FORTRESS PLUS SOLUTIONS					Status Issued	
43169	25MG1022		IX	100	11/23/25		25,601.88	0.00	25,601.88
		*** Payment Total					25,601.88	0.00	25,601.88
Payment Number 1220206 Payment Date 10/28/25		Vendor 10741	GBS INC					Status Issued	
10741	25-39729		IX	100	05/15/25		115,997.45	0.00	115,997.45
		*** Payment Total					115,997.45	0.00	115,997.45
Payment Number 1220207 Payment Date 10/28/25		Vendor 27954	GROOT, INC					Status Issued	
27954	15087185T106		IX	100	10/31/25		106.30	0.00	106.30
27954	15146949T107		IX	100	10/31/25		278.26	0.00	278.26
27954	15146961T107		IX	100	10/31/25		4,547.62	0.00	4,547.62
		*** Payment Total					4,932.18	0.00	4,932.18
Payment Number 1220208 Payment Date 10/28/25		Vendor 30498	HEARTLAND BUSINESS SYSTEMS					Status Issued	
30498	833529-H		IX	100	11/13/25		2,365.50	0.00	2,365.50
30498	833530-H		IX	100	11/13/25		2,047.77	0.00	2,047.77
30498	833531-H		IX	100	11/13/25		11,831.68	0.00	11,831.68
		*** Payment Total					16,244.95	0.00	16,244.95
Payment Number 1220209 Payment Date 10/28/25		Vendor 11219	HOME DEPOT CREDIT SERVICES					Status Issued	
11219	4018 2478 092125		IX	100	10/21/25		3,760.65	0.00	3,760.65
		*** Payment Total					3,760.65	0.00	3,760.65
Payment Number 1220210 Payment Date 10/28/25		Vendor 10250	JOHNSON CONTROLS					Status Issued	
10250	1-136554800630		IX	100	11/02/25		1,343.96	0.00	1,343.96
		*** Payment Total					1,343.96	0.00	1,343.96
Payment Number 1220211 Payment Date 10/28/25		Vendor 42331	KELLER, STACEY					Status Issued	

Payment Date Range 10/28/25 thru 10/28/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220211 Payment Date 10/28/25		Vendor 42331	KELLER, STACEY					Status Issued	
42331	EXP20250902			IX	100	10/22/25	189.73	0.00	189.73
			*** Payment Total				189.73	0.00	189.73
Payment Number 1220212 Payment Date 10/28/25		Vendor 12129	KNOX SWAN & DOG, LLC					Status Issued	
12129	626986			IX	100	10/31/25	625.00	0.00	625.00
			*** Payment Total				625.00	0.00	625.00
Payment Number 1220213 Payment Date 10/28/25		Vendor 12101	KONE					Status Issued	
12101	871815746			IX	100	10/31/25	7,688.90	0.00	7,688.90
12101	871815747			IX	100	10/31/25	12,575.85	0.00	12,575.85
12101	871815748			IX	100	10/31/25	1,069.83	0.00	1,069.83
12101	871815749			IX	100	10/31/25	1,069.83	0.00	1,069.83
12101	871815750			IX	100	10/31/25	4,145.22	0.00	4,145.22
12101	871815751			IX	100	10/31/25	356.61	0.00	356.61
12101	871815752			IX	100	10/31/25	2,496.27	0.00	2,496.27
12101	871815753			IX	100	10/31/25	356.61	0.00	356.61
			*** Payment Total				29,759.12	0.00	29,759.12
Payment Number 1220214 Payment Date 10/28/25		Vendor 11692	LANGUAGE LINE SERVICES					Status Issued	
11692	11725144			IX	100	10/24/25	77.45	0.00	77.45
			*** Payment Total				77.45	0.00	77.45
Payment Number 1220215 Payment Date 10/28/25		Vendor 39116	THE LAW OFFICE OF SHAVON					Status Issued	
39116	100925			IX	100	11/08/25	200.00	0.00	200.00
39116	101625			IX	100	11/15/25	200.00	0.00	200.00
			*** Payment Total				400.00	0.00	400.00
Payment Number 1220216 Payment Date 10/28/25		Vendor 38804	LAW OFFICES OF TIMOTHY A.					Status Issued	
38804	101425			IX	100	11/13/25	200.00	0.00	200.00
			*** Payment Total				200.00	0.00	200.00
Payment Number 1220217 Payment Date 10/28/25		Vendor 38807	LINDBERG, STEVEN C					Status Issued	
38807	100625			IX	100	11/05/25	200.00	0.00	200.00
38807	101625			IX	100	11/15/25	200.00	0.00	200.00
			*** Payment Total				400.00	0.00	400.00
Payment Number 1220218 Payment Date 10/28/25		Vendor 13258	MAIL SERVICES LLC					Status Issued	
13258	2004263			IX	100	11/19/25	872.97	0.00	872.97
			*** Payment Total				872.97	0.00	872.97
Payment Number 1220219 Payment Date 10/28/25		Vendor 27225	MANSFIELD POWER AND GAS					Status Issued	
27225	MNS345740			IX	100	11/12/25	32,331.19	0.00	32,331.19
			*** Payment Total				32,331.19	0.00	32,331.19
Payment Number 1220220 Payment Date 10/28/25		Vendor 13273	MCGUIREWOODS LLP					Status Issued	
13273	92978749			IX	100	11/08/25	8,000.00	0.00	8,000.00
			*** Payment Total				8,000.00	0.00	8,000.00

Payment Date Range 10/28/25 thru 10/28/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220221 Payment Date 10/28/25		Vendor 37860	MONTERREY SECURITY					Status Issued	
37860	125755		IX	100	11/10/25		21,378.34	0.00	21,378.34
37860	125842		IX	100	11/17/25		21,237.35	0.00	21,237.35
			*** Payment Total				42,615.69	0.00	42,615.69
Payment Number 1220222 Payment Date 10/28/25		Vendor 10057	NICOR GAS					Status Issued	
10057	12019818058 100225		IX	100	11/01/25		54.67	0.00	54.67
10057	31685955457 100125		IX	100	10/31/25		43.51	0.00	43.51
			*** Payment Total				98.18	0.00	98.18
Payment Number 1220223 Payment Date 10/28/25		Vendor 10212	NMS LABS					Status Issued	
10212	1282677		IX	100	08/30/25		9,720.00	0.00	9,720.00
10212	1286098		IX	100	09/30/25		11,505.00	0.00	11,505.00
10212	1289056		IX	100	10/30/25		12,860.00	0.00	12,860.00
			*** Payment Total				34,085.00	0.00	34,085.00
Payment Number 1220224 Payment Date 10/28/25		Vendor 22125	NORTHWESTERN MEDICAL FACULTY					Status Issued	
22125	P789880530		IX	100	09/18/25		90.81	0.00	90.81
22125	P794395920		IX	100	10/24/25		53.41	0.00	53.41
22125	P794395990		IX	100	10/18/25		93.78	0.00	93.78
22125	P794866620		IX	100	10/25/25		53.41	0.00	53.41
22125	P794866650		IX	100	10/22/25		121.97	0.00	121.97
22125	P796218740		IX	100	10/22/25		122.80	0.00	122.80
22125	P796218880		IX	100	10/22/25		170.99	0.00	170.99
			*** Payment Total				707.17	0.00	707.17
Payment Number 1220225 Payment Date 10/28/25		Vendor 39549	ODP BUSINESS SOLUTIONS, LLC					Status Issued	
39549	437356722001		IX	100	10/04/25		303.97	0.00	303.97
39549	443836306001		IX	100	11/07/25		413.27	0.00	413.27
			*** Payment Total				717.24	0.00	717.24
Payment Number 1220226 Payment Date 10/28/25		Vendor 10749	PARTS TOWN LLC					Status Issued	
10749	2107147998		IX	100	11/07/25		290.04	0.00	290.04
			*** Payment Total				290.04	0.00	290.04
Payment Number 1220227 Payment Date 10/28/25		Vendor 13260	POLARIS PHARMACY SERVICES OF					Status Issued	
13260	09-017-25		IX	100	10/30/25		68,097.97	0.00	68,097.97
			*** Payment Total				68,097.97	0.00	68,097.97
Payment Number 1220228 Payment Date 10/28/25		Vendor 11176	PRAGER MOVING & STORAGE CO					Status Issued	
11176	28160		IX	100	05/07/25		113,710.00	0.00	113,710.00
			*** Payment Total				113,710.00	0.00	113,710.00
Payment Number 1220229 Payment Date 10/28/25		Vendor 27657	RADIOLOGY SUBSPECIALISTS OF NO					Status Issued	
27657	CF6009BSRSNI		IX	100	07/01/25		5.70	0.00	5.70
27657	CF6009BTRSNI		IX	100	07/01/25		5.70	0.00	5.70
27657	CF6009BURSNI		IX	100	07/01/25		132.50	0.00	132.50
27657	CFA0017QRSNI		IX	100	10/23/25		5.91	0.00	5.91
27657	CFA002EKRSNI		IX	100	10/26/25		57.95	0.00	57.95

Payment Date Range 10/28/25 thru 10/28/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220229 Payment Date 10/28/25		Vendor 27657	RADIOLOGY SUBSPECIALISTS OF NO					Status Issued	
27657	CFA002ELRSNI		IX	100	10/26/25		38.60	0.00	38.60
			*** Payment Total				246.36	0.00	246.36
Payment Number 1220230 Payment Date 10/28/25		Vendor 11145	RAY O'HERRON CO INC					Status Issued	
11145	2425389		IX	100	08/30/25		252.42	0.00	252.42
11145	2440050		IX	100	11/19/25		261.92	0.00	261.92
11145	2440249		IX	100	11/19/25		144.50	0.00	144.50
11145	2440250		IX	100	11/19/25		148.71	0.00	148.71
11145	2440251		IX	100	11/19/25		131.75	0.00	131.75
11145	2440252		IX	100	11/19/25		1,749.93	0.00	1,749.93
11145	2440253		IX	100	11/19/25		551.00	0.00	551.00
11145	2440254		IX	100	11/19/25		129.68	0.00	129.68
11145	2440255		IX	100	11/19/25		63.50	0.00	63.50
11145	2440256		IX	100	11/19/25		39.44	0.00	39.44
11145	2440257		IX	100	11/19/25		314.12	0.00	314.12
11145	2440261		IX	100	11/19/25		106.21	0.00	106.21
11145	2440262		IX	100	11/19/25		446.04	0.00	446.04
11145	2440263		IX	100	11/19/25		90.09	0.00	90.09
11145	2440378		IX	100	11/20/25		269.19	0.00	269.19
11145	2440461		IX	100	11/20/25		201.39	0.00	201.39
11145	2440592		IX	100	11/21/25		222.14	0.00	222.14
			*** Payment Total				5,122.03	0.00	5,122.03
Payment Number 1220231 Payment Date 10/28/25		Vendor 33016	READY MADE STAFFING, INC					Status Issued	
33016	992		IX	100	11/16/25		3,112.50	0.00	3,112.50
			*** Payment Total				3,112.50	0.00	3,112.50
Payment Number 1220232 Payment Date 10/28/25		Vendor 45111	SAMMARCO, ANTONIO					Status Issued	
45111	EXP20251012		IX	100	10/20/25		278.72	0.00	278.72
			*** Payment Total				278.72	0.00	278.72
Payment Number 1220233 Payment Date 10/28/25		Vendor 10540	SECRETARY OF STATE					Status Issued	
10540	A74060		IX	100	10/27/25		316.00	0.00	316.00
			*** Payment Total				316.00	0.00	316.00
Payment Number 1220234 Payment Date 10/28/25		Vendor 14389	SHI INTERNATIONAL CORP					Status Issued	
14389	B20223186		IX	100	10/08/25		14,245.60	0.00	14,245.60
			*** Payment Total				14,245.60	0.00	14,245.60
Payment Number 1220235 Payment Date 10/28/25		Vendor 39473	SOJKA, RONALD D.					Status Issued	
39473	100825		IX	100	11/07/25		200.00	0.00	200.00
39473	101525		IX	100	11/14/25		200.00	0.00	200.00
			*** Payment Total				400.00	0.00	400.00
Payment Number 1220236 Payment Date 10/28/25		Vendor 40928	STREICHER'S, INC.					Status Issued	
40928	I1788189		IX	100	11/09/25		1,788.00	0.00	1,788.00
40928	I1788890		IX	100	11/14/25		1,788.00	0.00	1,788.00
40928	I1788891		IX	100	11/14/25		1,788.00	0.00	1,788.00

Payment Date Range 10/28/25 thru 10/28/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220236 Payment Date 10/28/25		Vendor 40928	STREICHER'S, INC.					Status Issued	
40928	I1789117		IX	100	11/15/25		1,396.25	0.00	1,396.25
			*** Payment Total				6,760.25	0.00	6,760.25
Payment Number 1220237 Payment Date 10/28/25		Vendor 36338	VALDES, LLC					Status Issued	
36338	105529		IX	100	10/30/25		2,035.25	0.00	2,035.25
36338	105530		IX	100	10/30/25		2,635.23	0.00	2,635.23
36338	105536		IX	100	10/30/25		4,378.85	0.00	4,378.85
			*** Payment Total				9,049.33	0.00	9,049.33
Payment Number 1220238 Payment Date 10/28/25		Vendor 19083	VILLAGE OF LOMBARD					Status Issued	
19083	2025-00002352		IX	100	11/07/25		50,000.00	0.00	50,000.00
			*** Payment Total				50,000.00	0.00	50,000.00
Payment Number 1220239 Payment Date 10/28/25		Vendor 30290	WE TYPE LLC					Status Issued	
30290	DP251001		IX	100	10/22/25		411.35	0.00	411.35
			*** Payment Total				411.35	0.00	411.35
Payment Number 1220240 Payment Date 10/28/25		Vendor 10419	WHEATON EYE CLINIC					Status Issued	
10419	E36464880		IX	100	10/29/25		62.11	0.00	62.11
			*** Payment Total				62.11	0.00	62.11
Payment Number 1220241 Payment Date 10/28/25		Vendor 12471	WINFIELD LABORATORY					Status Issued	
12471	WLCP000001063568E		IX	100	10/09/25		5.73	0.00	5.73
12471	WLCP000001063569E		IX	100	10/09/25		1.91	0.00	1.91
12471	WLCP000001065704E		IX	100	10/13/25		12.58	0.00	12.58
12471	WLCP000001066477E		IX	100	10/15/25		6.58	0.00	6.58
12471	WLCP000001067148E		IX	100	10/16/25		8.76	0.00	8.76
12471	WLCP000001067318E		IX	100	10/16/25		17.27	0.00	17.27
12471	WLCP000001067319E		IX	100	10/16/25		19.76	0.00	19.76
12471	WLCP000001067331E		IX	100	10/16/25		12.87	0.00	12.87
12471	WLCP000001067334E		IX	100	10/16/25		1.40	0.00	1.40
12471	WLCP000001068000E		IX	100	10/17/25		5.18	0.00	5.18
12471	WLCP000001068001E		IX	100	10/17/25		1.40	0.00	1.40
12471	WLCP000001068642E		IX	100	10/18/25		1.40	0.00	1.40
12471	WLCP000001069036E		IX	100	10/17/25		29.13	0.00	29.13
12471	WLCP000001069037E		IX	100	10/17/25		91.57	0.00	91.57
12471	WLCP000001069038E		IX	100	10/17/25		23.95	0.00	23.95
12471	WLCP000001069101E		IX	100	10/19/25		1.40	0.00	1.40
			*** Payment Total				240.89	0.00	240.89
Payment Number 1220242 Payment Date 10/28/25		Vendor 12560	WINFIELD PATHOLOGY CONSULTANTS					Status Issued	
12560	WPCA000000315007E		IX	100	10/15/25		15.86	0.00	15.86
12560	WPCA000000315013E		IX	100	10/16/25		15.86	0.00	15.86
			*** Payment Total				31.72	0.00	31.72
			*** Payment Code CHK Total				608,570.77	0.00	608,570.77
			Payment Count				54		

Payment Date Range 10/28/25 thru 10/28/25

Cash Code 1414 Bank 071923909 Payment Currency USD

*** Cash Code 1414 Total	671,548.24	0.00	671,548.24
Payment Count	74		
*** Pay Group 1000 USD Total	671,548.24	0.00	671,548.24
Payment Count	74		

AP255 Date: 10/28/25 JOB SUBMISSION PARAMETERS
Time: 11:37

User Name: DP\FNAXE
Job Name: PMTHISTORY
Step Nbr: 2

Pay Group: 1100
Cash Code: 1414 Class C Accounts Payable

Payment Date: 102825 - 102825
Payment Numbers: -
Payment Code:

Bank Account Payment History

AP255 Date 10/28/25 Pay Group 1100 GENERAL GOVERNMENT PAY GROUP USD Page 1
Time 11:37 Bank Account Payment History

Payment Date Range 10/28/25 thru 10/28/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 537454 Payment Date 10/28/25		Vendor 21914			RWE MANAGEMENT COMPANY			Status Issued	
21914	21.037 D28		IX	105	08/30/25		1,051.94	0.00	1,051.94
		*** Payment Total					1,051.94	0.00	1,051.94
		*** Payment Code ACH Total					1,051.94	0.00	1,051.94
		Payment Count					1		

Payment Date Range 10/28/25 thru 10/28/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220243 Payment Date 10/28/25			Vendor 27641				CAC VETERINARY ACQUISITION LLC	Status Issued	
27641	92035		IX	120	10/18/25		250.00	0.00	250.00
27641	92036		IX	120	10/18/25		300.00	0.00	300.00
27641	92238		IX	120	10/23/25		250.00	0.00	250.00
27641	92290		IX	120	10/24/25		300.00	0.00	300.00
27641	92292		IX	120	10/24/25		300.00	0.00	300.00
27641	92341		IX	120	10/25/25		300.00	0.00	300.00
27641	92343		IX	120	10/25/25		400.00	0.00	400.00
27641	92348		IX	120	10/25/25		300.00	0.00	300.00
27641	92388		IX	120	10/26/25		400.00	0.00	400.00
27641	92390		IX	120	10/26/25		400.00	0.00	400.00
			*** Payment Total				3,200.00	0.00	3,200.00
Payment Number 1220244 Payment Date 10/28/25			Vendor 39918				COVETRUS NORTH AMERICA	Status Issued	
39918	EE51130		IX	120	10/18/25		873.38	0.00	873.38
39918	EF25505		IX	120	10/26/25		694.49	0.00	694.49
39918	EF26459		IX	120	10/26/25		433.53	0.00	433.53
39918	EF45155		IX	120	10/29/25		212.66	0.00	212.66
39918	EF91973		IX	120	11/02/25		84.83	0.00	84.83
39918	EF98908		IX	120	11/02/25		934.64	0.00	934.64
39918	EF99736		IX	120	11/02/25		105.14	0.00	105.14
39918	EG21553		IX	120	11/06/25		290.27	0.00	290.27
			*** Payment Total				3,628.94	0.00	3,628.94
Payment Number 1220245 Payment Date 10/28/25			Vendor 13020				FIDLAR TECHNOLOGIES INC	Status Issued	
13020	0710072-IN		IX	150	10/30/25		4,798.08	0.00	4,798.08
			*** Payment Total				4,798.08	0.00	4,798.08
Payment Number 1220246 Payment Date 10/28/25			Vendor 11332				GLEN ELLYN ANIMAL HOSPITAL LTD	Status Issued	
11332	25091215561895		IX	120	10/12/25		250.00	0.00	250.00
11332	25092216233037		IX	120	10/22/25		250.00	0.00	250.00
			*** Payment Total				500.00	0.00	500.00
Payment Number 1220247 Payment Date 10/28/25			Vendor 10375				LOMBARD VETERINARY HOSPITAL	Status Issued	
10375	65072		IX	120	10/23/25		400.00	0.00	400.00
			*** Payment Total				400.00	0.00	400.00
Payment Number 1220248 Payment Date 10/28/25			Vendor 39549				ODP BUSINESS SOLUTIONS, LLC	Status Issued	
39549	443408932001		IX	170	11/01/25		35.49	0.00	35.49
			*** Payment Total				35.49	0.00	35.49
Payment Number 1220249 Payment Date 10/28/25			Vendor 14270				PATTERSON VETERINARY SPPLY INC	Status Issued	
14270	3039242599		IX	120	10/30/25		355.56	0.00	355.56
			*** Payment Total				355.56	0.00	355.56
Payment Number 1220250 Payment Date 10/28/25			Vendor 20021				PAWS FOR A CAUSE VET CARE	Status Issued	
20021	565676		IX	120	10/09/25		400.00	0.00	400.00
20021	566047		IX	120	10/11/25		250.00	0.00	250.00

AP255 Date 10/28/25 Pay Group 1100 GENERAL GOVERNMENT PAY GROUP USD
Time 11:37 Bank Account Payment History

Payment Date Range 10/28/25 thru 10/28/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220250	Payment Date 10/28/25	Vendor 20021	PAWS FOR A CAUSE VET CARE				Status Issued		
		*** Payment Total					650.00	0.00	650.00
Payment Number 1220251	Payment Date 10/28/25	Vendor 12876	TRUSTED JOURNEY PET MEMORIAL				Status Issued		
12876	APR10048-I-0038			IX	120	10/30/25	459.70	0.00	459.70
		*** Payment Total					459.70	0.00	459.70
Payment Number 1220252	Payment Date 10/28/25	Vendor 22532	UNIVERSITY OF ILLINOIS				Status Issued		
22532	IV:25273:0304			IX	120	11/01/25	195.00	0.00	195.00
22532	IV:25280:0123			IX	120	11/07/25	72.00	0.00	72.00
		*** Payment Total					267.00	0.00	267.00
		*** Payment Code CHK Total					14,294.77	0.00	14,294.77
		Payment Count					10		
		*** Cash Code 1414 Total					15,346.71	0.00	15,346.71
		Payment Count					11		
		*** Pay Group 1100 USD Total					15,346.71	0.00	15,346.71
		Payment Count					11		

AP255 Date: 10/28/25 JOB SUBMISSION PARAMETERS
Time: 11:37

User Name: DP\FNAXE
Job Name: PMTHISTORY
Step Nbr: 3

Pay Group: 1200
Cash Code: 1414 Class C Accounts Payable

Payment Date: 102825 - 102825
Payment Numbers: -
Payment Code:

Bank Account Payment History

Payment Date Range 10/28/25 thru 10/28/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 537455 Payment Date 10/28/25			Vendor 10674		AIRGAS USA			Status Issued	
10674	9165994548		IX	100	11/19/25		351.00	0.00	351.00
			*** Payment Total				351.00	0.00	351.00
Payment Number 537456 Payment Date 10/28/25			Vendor 26753		AMAZON CAPITAL SERVICES			Status Issued	
26753	17W3-HKVT-7L46		IX	100	11/18/25		839.92	0.00	839.92
			*** Payment Total				839.92	0.00	839.92
Payment Number 537457 Payment Date 10/28/25			Vendor 22472		CARDINAL HEALTH 110, LLC			Status Issued	
22472	7443908508		IX	100	11/19/25		342.83	0.00	342.83
22472	7443908509		IX	100	11/19/25		150.79	0.00	150.79
22472	7443908510		IX	100	11/19/25		30.27	0.00	30.27
22472	7444131975		IX	100	11/20/25		101.10	0.00	101.10
22472	7444131976		IX	100	11/20/25		180.22	0.00	180.22
22472	7444131977		IX	100	11/20/25		3,942.49	0.00	3,942.49
22472	7444131978		IX	100	11/20/25		1,000.38	0.00	1,000.38
22472	7444308552		IX	100	11/21/25		18.57	0.00	18.57
22472	7444308553		IX	100	11/21/25		59.38	0.00	59.38
22472	7444308554		IX	100	11/21/25		121.62	0.00	121.62
22472	7444308555		IX	100	11/21/25		4,242.50	0.00	4,242.50
22472	7444529910		IX	100	11/22/25		62.41	0.00	62.41
22472	7444529912		IX	100	11/22/25		123.08	0.00	123.08
22472	7444529914		IX	100	11/22/25		1,672.02	0.00	1,672.02
22472	7444529915		IX	100	11/22/25		200.11	0.00	200.11
22472	7444529917		IX	100	11/22/25		1,462.75	0.00	1,462.75
22472	7444712356		IX	100	11/23/25		469.54	0.00	469.54
22472	7444712361		IX	100	11/23/25		2,645.46	0.00	2,645.46
22472	7444712363		IX	100	11/23/25		79.77	0.00	79.77
22472	7444712365		IX	100	11/23/25		12.27	0.00	12.27
			*** Payment Total				16,917.56	0.00	16,917.56
		*** Payment Code ACH Total					18,108.48	0.00	18,108.48
		Payment Count					3		

Payment Date Range 10/28/25 thru 10/28/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220253 Payment Date 10/28/25		Vendor 10056	ALCO SALES & SERVICE CO.					Status Issued	
10056	2995329-IN		IX	100	11/02/25		2,088.00	0.00	2,088.00
		*** Payment Total					2,088.00	0.00	2,088.00
Payment Number 1220254 Payment Date 10/28/25		Vendor 38093	ALPHA BAKING COMPANY					Status Issued	
38093	250010294020		IX	100	11/20/25		346.07	0.00	346.07
38093	250010296014		IX	100	11/22/25		267.88	0.00	267.88
		*** Payment Total					613.95	0.00	613.95
Payment Number 1220255 Payment Date 10/28/25		Vendor 11649	AMERICAN COMPRESSED GASES INC					Status Issued	
11649	1964185		IX	100	11/12/25		118.25	0.00	118.25
		*** Payment Total					118.25	0.00	118.25
Payment Number 1220256 Payment Date 10/28/25		Vendor 12987	INOVALON PROVIDER, INC.					Status Issued	
12987	25M-0137134		IX	100	11/22/25		81.03	0.00	81.03
		*** Payment Total					81.03	0.00	81.03
Payment Number 1220257 Payment Date 10/28/25		Vendor 30801	MCKESSON MEDICAL - SURGICAL					Status Issued	
30801	24435176		IX	100	11/02/25		252.80	0.00	252.80
		*** Payment Total					252.80	0.00	252.80
Payment Number 1220258 Payment Date 10/28/25		Vendor 39549	ODP BUSINESS SOLUTIONS, LLC					Status Issued	
39549	439268691001		IX	100	10/04/25		42.29	0.00	42.29
39549	442797816001		IX	100	11/09/25		11.99	0.00	11.99
39549	444305028001		IX	100	11/14/25		168.45	0.00	168.45
		*** Payment Total					222.73	0.00	222.73
Payment Number 1220259 Payment Date 10/28/25		Vendor 38749	PERFORMANCE FOODSERVICE					Status Issued	
38749	6051586		IX	100	11/20/25		981.99	0.00	981.99
38749	6051587		IX	100	11/20/25		863.14	0.00	863.14
		*** Payment Total					1,845.13	0.00	1,845.13
Payment Number 1220260 Payment Date 10/28/25		Vendor 28804	PRESCRIPTION SUPPLY INC					Status Issued	
28804	3779980		IX	100	11/22/25		164.41	0.00	164.41
		*** Payment Total					164.41	0.00	164.41
Payment Number 1220261 Payment Date 10/28/25		Vendor 10555	SYSCO FOOD SERVICES-CHICAGO					Status Issued	
10555	824737304		IX	100	11/22/25		3,626.09	0.00	3,626.09
10555	824737305		IX	100	11/22/25		4,397.79	0.00	4,397.79
10555	824737306		IX	100	11/22/25		40.15	0.00	40.15
10555	824737307		IX	100	11/22/25		552.80	0.00	552.80
10555	824737308		IX	100	11/22/25		139.64	0.00	139.64
10555	824737309		IX	100	11/22/25		79.41	0.00	79.41
10555	824737310		IX	100	11/22/25		110.35	0.00	110.35
10555	824737319		IX	100	11/22/25		1,614.91	0.00	1,614.91
10555	824737320		IX	100	11/22/25		49.65	0.00	49.65
10555	824737322		IX	100	11/22/25		119.90	0.00	119.90
10555	824737323		IX	100	11/22/25		93.01	0.00	93.01

AP255 Date 10/28/25 Pay Group 1200 HEALTH AND WELFARE PAY GROUP USD Page 3
Time 11:38 Bank Account Payment History

Payment Date Range 10/28/25 thru 10/28/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220261 Payment Date 10/28/25					Vendor 10555		SYSCO FOOD SERVICES-CHICAGO	Status Issued	
					*** Payment Total		10,823.70	0.00	10,823.70
					*** Payment Code CHK Total		16,210.00	0.00	16,210.00
					Payment Count		9		
					*** Cash Code 1414 Total		34,318.48	0.00	34,318.48
					Payment Count		12		
					*** Pay Group 1200 USD Total		34,318.48	0.00	34,318.48
					Payment Count		12		

AP255 Date: 10/28/25 JOB SUBMISSION PARAMETERS
Time: 11:38

User Name: DP\FNAXE
Job Name: PMTHISTORY
Step Nbr: 4

Pay Group: 1300
Cash Code: 1414 Class C Accounts Payable

Payment Date: 102825 - 102825
Payment Numbers: -
Payment Code:

Bank Account Payment History

Payment Date Range 10/28/25 thru 10/28/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 537458 Payment Date 10/28/25			Vendor 26753		AMAZON CAPITAL SERVICES			Status Issued	
26753	1LH6-R7QL-CWYJ		IX	120	10/22/25		39.96	0.00	39.96
26753	1RYT-X6DM-1FPN		IX	120	11/08/25		19.98	0.00	19.98
			*** Payment Total				59.94	0.00	59.94
Payment Number 537459 Payment Date 10/28/25			Vendor 11838		BRECHBUHLER SCALES, INC			Status Issued	
11838	18003130		IX	120	11/09/25		292.20	0.00	292.20
			*** Payment Total				292.20	0.00	292.20
		*** Payment Code ACH Total					352.14	0.00	352.14
		Payment Count					2		

Payment Date Range 10/28/25 thru 10/28/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220262 Payment Date 10/28/25			Vendor 43513				ACTION SCREEN PRINT &	Status Issued	
43513	55615		IX	120	10/21/25		1,281.09	0.00	1,281.09
			*** Payment Total				1,281.09	0.00	1,281.09
Payment Number 1220263 Payment Date 10/28/25			Vendor 19161				DUPAGE COUNTY HEALTH	Status Issued	
19161	JU 20168		IX	120	10/23/25		18.00	0.00	18.00
			*** Payment Total				18.00	0.00	18.00
Payment Number 1220264 Payment Date 10/28/25			Vendor 13058				ILLINOIS HOMICIDE	Status Issued	
13058	2025A-0197		IX	120	11/06/25		345.00	0.00	345.00
			*** Payment Total				345.00	0.00	345.00
Payment Number 1220265 Payment Date 10/28/25			Vendor 45829				L&L PROCESSOR SERVICE, INC	Status Issued	
45829	126523		IX	120	10/19/25		875.00	0.00	875.00
			*** Payment Total				875.00	0.00	875.00
Payment Number 1220266 Payment Date 10/28/25			Vendor 11145				RAY O'HERRON CO INC	Status Issued	
11145	2428024		IX	120	09/13/25		95.00-	0.00	95.00-
11145	2428025		IX	120	08/20/25		190.00-	0.00	190.00-
11145	2437911		IX	120	11/06/25		337.98	0.00	337.98
			*** Payment Total				52.98	0.00	52.98
Payment Number 1220267 Payment Date 10/28/25			Vendor 10750				STERICYCLE INC	Status Issued	
10750	8012162005		IX	120	10/22/25		24.96	0.00	24.96
			*** Payment Total				24.96	0.00	24.96
		*** Payment Code CHK Total					2,597.03	0.00	2,597.03
			Payment Count				6		
		*** Cash Code 1414 Total					2,949.17	0.00	2,949.17
			Payment Count				8		
		*** Pay Group 1300 USD Total					2,949.17	0.00	2,949.17
			Payment Count				8		

AP255 Date: 10/28/25 JOB SUBMISSION PARAMETERS
Time: 11:38

User Name: DP\FNAXE
Job Name: PMTHISTORY
Step Nbr: 5

Pay Group: 1400
Cash Code: 1414 Class C Accounts Payable

Payment Date: 102825 - 102825
Payment Numbers: -
Payment Code:

Bank Account Payment History

Payment Date Range 10/28/25 thru 10/28/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 537460 Payment Date 10/28/25			Vendor 26753				AMAZON CAPITAL SERVICES	Status Issued	
26753	1JDG-LWN7-3RCT		IX	104	11/19/25		173.59	0.00	173.59
			*** Payment Total				173.59	0.00	173.59
Payment Number 537461 Payment Date 10/28/25			Vendor 14308				PUBLIC SAFETY DIRECT INC	Status Issued	
14308	106223		IX	131	11/13/25		4,107.28	0.00	4,107.28
			*** Payment Total				4,107.28	0.00	4,107.28
Payment Number 537462 Payment Date 10/28/25			Vendor 44522				TOSHIBA AMERICA BUSINESS	Status Issued	
44522	6670759		IX	107	11/01/25		201.92	0.00	201.92
44522	6670909		IX	131	10/22/25		54.34	0.00	54.34
			*** Payment Total				256.26	0.00	256.26
		*** Payment Code ACH Total					4,537.13	0.00	4,537.13
		Payment Count					3		

Payment Date Range 10/28/25 thru 10/28/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220268 Payment Date 10/28/25			Vendor 10636				AFCC - ASSOCIATION OF FAMILY &	Status Issued	
10636	2576321		IX	104	11/23/25		375.00	0.00	375.00
			*** Payment Total				375.00	0.00	375.00
Payment Number 1220269 Payment Date 10/28/25			Vendor 47052				CONDON, TAMMY	Status Issued	
47052	TRV20250915		IX	130	10/09/25		441.41	0.00	441.41
			*** Payment Total				441.41	0.00	441.41
Payment Number 1220270 Payment Date 10/28/25			Vendor 10129				DJOA	Status Issued	
10129	89		IX	130	11/15/25		280.00	0.00	280.00
			*** Payment Total				280.00	0.00	280.00
Payment Number 1220271 Payment Date 10/28/25			Vendor 47040				DURAN, LISETH	Status Issued	
47040	TRV20250915		IX	130	10/08/25		362.17	0.00	362.17
			*** Payment Total				362.17	0.00	362.17
Payment Number 1220272 Payment Date 10/28/25			Vendor 12437				MICROGENICS CORPORATION	Status Issued	
12437	1127933		IX	130	10/15/25		12,254.55	0.00	12,254.55
			*** Payment Total				12,254.55	0.00	12,254.55
Payment Number 1220273 Payment Date 10/28/25			Vendor 13060				NATIONAL CONSUMER LAW CENTER	Status Issued	
13060	531522		IX	107	10/01/25		1,122.00	0.00	1,122.00
			*** Payment Total				1,122.00	0.00	1,122.00
Payment Number 1220274 Payment Date 10/28/25			Vendor 11169				THOMSON REUTERS-WEST	Status Issued	
11169	852602332		IX	107	10/31/25		2,553.01	0.00	2,553.01
11169	852602649		IX	107	10/31/25		5,961.40	0.00	5,961.40
11169	852675285		IX	107	10/31/25		8,599.00	0.00	8,599.00
			*** Payment Total				17,113.41	0.00	17,113.41
Payment Number 1220275 Payment Date 10/28/25			Vendor 39681				VRC COMPANIES, DBA VITALCHART	Status Issued	
39681	180-6073351		IX	130	07/11/25		56.93	0.00	56.93
			*** Payment Total				56.93	0.00	56.93
		*** Payment Code CHK Total					32,005.47	0.00	32,005.47
			Payment Count				8		
		*** Cash Code 1414 Total					36,542.60	0.00	36,542.60
			Payment Count				11		
	*** Pay Group 1400 USD Total						36,542.60	0.00	36,542.60
			Payment Count				11		

AP255 Date: 10/28/25 JOB SUBMISSION PARAMETERS
Time: 11:38

User Name: DP\FNAXE
Job Name: PMTHISTORY
Step Nbr: 6

Pay Group: 1500
Cash Code: 1414 Class C Accounts Payable

Payment Date: 102825 - 102825
Payment Numbers: -
Payment Code:

AP255 Date 10/28/25 Pay Group 1500 HWY STREETS & BRIDGES PAY GRP USD Page 1
Time 11:38 Bank Account Payment History

Payment Date Range 10/28/25 thru 10/28/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 537463 Payment Date 10/28/25			Vendor 10579				1ST AYD CORPORATION	Status Issued	
10579	PSI823039		IX	100	11/15/25		5,557.80	0.00	5,557.80
			*** Payment Total				5,557.80	0.00	5,557.80
Payment Number 537464 Payment Date 10/28/25			Vendor 12605				BAXTER & WOODMAN INC	Status Issued	
12605	5618-14 WO5		IX	100	03/28/25		18,437.86	0.00	18,437.86
			*** Payment Total				18,437.86	0.00	18,437.86
Payment Number 537465 Payment Date 10/28/25			Vendor 11011				EXP U.S. SERVICES INC	Status Issued	
11011	7149-03 WO3		IX	100	11/09/25		17,666.54	0.00	17,666.54
			*** Payment Total				17,666.54	0.00	17,666.54
Payment Number 537466 Payment Date 10/28/25			Vendor 10949				MEADE INC	Status Issued	
10949	714005		IX	100	09/28/25		131,601.73	0.00	131,601.73
			*** Payment Total				131,601.73	0.00	131,601.73
Payment Number 537467 Payment Date 10/28/25			Vendor 10352				MONROE TRUCK EQUIPMENT INC	Status Issued	
10352	55078		IX	100	11/12/25		8,311.68	0.00	8,311.68
10352	55150		IX	100	11/13/25		1,962.86	0.00	1,962.86
			*** Payment Total				10,274.54	0.00	10,274.54
Payment Number 537468 Payment Date 10/28/25			Vendor 23350				PARSONS TRANSPORTATION GROUP	Status Issued	
23350	7438-01 WO1		IX	100	10/08/25		1,092.00	0.00	1,092.00
23350	7438-01 WO2		IX	100	10/08/25		1,092.00	0.00	1,092.00
			*** Payment Total				2,184.00	0.00	2,184.00
Payment Number 537469 Payment Date 10/28/25			Vendor 41569				TECMA ASSOCIATES, INC	Status Issued	
41569	6448-02 WO2		IX	100	10/08/25		71,876.00	0.00	71,876.00
41569	6448-03 WO2		IX	100	11/06/25		60,789.25	0.00	60,789.25
41569	6448-03 WO3		IX	100	11/06/25		14,159.40	0.00	14,159.40
			*** Payment Total				146,824.65	0.00	146,824.65
		*** Payment Code ACH Total					332,547.12	0.00	332,547.12
		Payment Count					7		

Payment Date Range 10/28/25 thru 10/28/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220276 Payment Date 10/28/25		Vendor 30492	ALTORFER INDUSTRIES INC					Status Issued	
30492	P6AC0135817		IX	100	11/06/25		3,733.96	0.00	3,733.96
30492	P6AC0136009		IX	100	11/08/25		911.81	0.00	911.81
		*** Payment Total					4,645.77	0.00	4,645.77
Payment Number 1220277 Payment Date 10/28/25		Vendor 10008	AT&T					Status Issued	
10008	630322896410 2025		IX	100	11/03/25		59.93	0.00	59.93
10008	630350136510 2025		IX	100	10/31/25		59.82	0.00	59.82
		*** Payment Total					119.75	0.00	119.75
Payment Number 1220278 Payment Date 10/28/25		Vendor 10009	AT&T MOBILITY					Status Issued	
10009	287301188892X09082025		IX	100	09/30/25		6,499.89	0.00	6,499.89
		*** Payment Total					6,499.89	0.00	6,499.89
Payment Number 1220279 Payment Date 10/28/25		Vendor 10309	ATLAS BOBCAT LLC					Status Issued	
10309	HU0487		IX	100	11/10/25		203.32	0.00	203.32
		*** Payment Total					203.32	0.00	203.32
Payment Number 1220280 Payment Date 10/28/25		Vendor 10192	BONNELL INDUSTRIES INC					Status Issued	
10192	0222999-IN		IX	100	11/01/25		12,870.72	0.00	12,870.72
		*** Payment Total					12,870.72	0.00	12,870.72
Payment Number 1220281 Payment Date 10/28/25		Vendor 32620	CHEM-WISE ECOLOGICAL PEST					Status Issued	
32620	1403555		IX	100	10/28/25		100.00	0.00	100.00
		*** Payment Total					100.00	0.00	100.00
Payment Number 1220282 Payment Date 10/28/25		Vendor 11863	CINTAS CORP					Status Issued	
11863	4238265459		IX	100	08/27/25		146.50	0.00	146.50
11863	4238265459A		IX	100	08/27/25		10.45	0.00	10.45
11863	4238990415		IX	100	09/03/25		146.50	0.00	146.50
11863	4238990415A		IX	100	09/03/25		10.45	0.00	10.45
11863	4239599276		IX	100	09/07/25		152.50	0.00	152.50
11863	4239599276A		IX	100	09/07/25		12.21	0.00	12.21
11863	4240463200		IX	100	09/17/25		146.50	0.00	146.50
11863	4240463200A		IX	100	09/17/25		10.45	0.00	10.45
11863	4241200948		IX	100	09/24/25		146.50	0.00	146.50
11863	4241200948A		IX	100	09/24/25		10.45	0.00	10.45
11863	4241996695		IX	100	10/02/25		146.50	0.00	146.50
11863	4241996695A		IX	100	10/02/25		29.81	0.00	29.81
11863	4242683014		IX	100	10/08/25		146.50	0.00	146.50
11863	4242683014A		IX	100	10/08/25		12.21	0.00	12.21
		*** Payment Total					1,127.53	0.00	1,127.53
Payment Number 1220283 Payment Date 10/28/25		Vendor 10959	CITY OF NAPERVILLE					Status Issued	
10959	232329-139916 100325		IX	100	10/21/25		86.66	0.00	86.66
10959	232329-139918 100325		IX	100	10/21/25		79.95	0.00	79.95
		*** Payment Total					166.61	0.00	166.61
Payment Number 1220284 Payment Date 10/28/25		Vendor 10023	COM ED					Status Issued	

Payment Date Range 10/28/25 thru 10/28/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220284 Payment Date 10/28/25		Vendor 10023	COM ED					Status Issued	
10023	1888132222 100925		IX	100	11/08/25		89.21	0.00	89.21
10023	1920622000 100925		IX	100	11/08/25		187.60	0.00	187.60
10023	2723011222 100925		IX	100	11/08/25		77.71	0.00	77.71
10023	7223373000 100925		IX	100	11/08/25		88.46	0.00	88.46
			*** Payment Total				442.98	0.00	442.98
Payment Number 1220285 Payment Date 10/28/25		Vendor 10030	DUKANE ASPHALT COMPANY					Status Issued	
10030	9096		IX	100	11/16/25		199.55	0.00	199.55
			*** Payment Total				199.55	0.00	199.55
Payment Number 1220286 Payment Date 10/28/25		Vendor 28768	EIDSON, WILLIAM					Status Issued	
28768	TRV20250923		IX	100	10/17/25		207.31	0.00	207.31
28768	TRV20251001		IX	100	10/17/25		396.76	0.00	396.76
			*** Payment Total				604.07	0.00	604.07
Payment Number 1220287 Payment Date 10/28/25		Vendor 10031	ELMHURST CHICAGO STONE CO					Status Issued	
10031	634906		IX	100	11/15/25		572.25	0.00	572.25
			*** Payment Total				572.25	0.00	572.25
Payment Number 1220288 Payment Date 10/28/25		Vendor 12084	HAGGERTY FORD					Status Issued	
12084	3-22009		IX	100	10/30/25		560.72	0.00	560.72
12084	3-22096		IX	100	11/02/25		208.64	0.00	208.64
12084	3-22097		IX	100	11/03/25		163.64	0.00	163.64
12084	3-22189		IX	100	11/13/25		289.09	0.00	289.09
12084	3-22204		IX	100	11/14/25		485.46	0.00	485.46
			*** Payment Total				1,707.55	0.00	1,707.55
Payment Number 1220289 Payment Date 10/28/25		Vendor 12677	INTERSTATE POWER SYSTEMS INC					Status Issued	
12677	C042080809:01		IX	100	10/25/25		835.25	0.00	835.25
12677	C042080826:01		IX	100	11/06/25		209.90	0.00	209.90
			*** Payment Total				1,045.15	0.00	1,045.15
Payment Number 1220290 Payment Date 10/28/25		Vendor 24920	JX ENTERPRISES, INC					Status Issued	
24920	25358462P		IX	100	10/19/25		280.99	0.00	280.99
			*** Payment Total				280.99	0.00	280.99
Payment Number 1220291 Payment Date 10/28/25		Vendor 43777	JX ENTERPRISES, INC					Status Issued	
43777	25359138P		IX	100	10/25/25		767.96	0.00	767.96
43777	25360366P		IX	100	11/06/25		593.03	0.00	593.03
43777	25360368P		IX	100	11/06/25		34.10	0.00	34.10
			*** Payment Total				1,395.09	0.00	1,395.09
Payment Number 1220292 Payment Date 10/28/25		Vendor 27558	K-TECH SPECIALTY COATINGS INC					Status Issued	
27558	425100198		IX	100	11/10/25		16,951.48	0.00	16,951.48
			*** Payment Total				16,951.48	0.00	16,951.48
Payment Number 1220293 Payment Date 10/28/25		Vendor 12101	KONE					Status Issued	
12101	871815754		IX	100	10/31/25		520.05	0.00	520.05

Payment Date Range 10/28/25 thru 10/28/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220293 Payment Date 10/28/25		Vendor 12101	KONE					Status Issued	
		*** Payment Total					520.05	0.00	520.05
Payment Number 1220294 Payment Date 10/28/25		Vendor 24397	LAKESIDE INTERNATIONAL LLC					Status Issued	
24397	7297766P		IX	100	10/29/25		1,137.57	0.00	1,137.57
24397	7297846P		IX	100	10/29/25		941.74	0.00	941.74
24397	7299228P		IX	100	11/15/25		438.09	0.00	438.09
		*** Payment Total					2,517.40	0.00	2,517.40
Payment Number 1220295 Payment Date 10/28/25		Vendor 20265	MACHINERY COMPONENTS INC					Status Issued	
20265	829824		IX	100	10/05/25		249.00	0.00	249.00
20265	829842		IX	100	10/11/25		235.00	0.00	235.00
		*** Payment Total					484.00	0.00	484.00
Payment Number 1220296 Payment Date 10/28/25		Vendor 27225	MANSFIELD POWER AND GAS					Status Issued	
27225	MNS345738		IX	100	11/12/25		604.79	0.00	604.79
		*** Payment Total					604.79	0.00	604.79
Payment Number 1220297 Payment Date 10/28/25		Vendor 19668	NAPERVILLE TOWNSHIP ROAD					Status Issued	
19668	5834-47		IX	100	10/19/25		6,712.51	0.00	6,712.51
19668	5834-48		IX	100	10/29/25		6,712.51	0.00	6,712.51
		*** Payment Total					13,425.02	0.00	13,425.02
Payment Number 1220298 Payment Date 10/28/25		Vendor 10057	NICOR GAS					Status Issued	
10057	57273210005 100125		IX	100	10/31/25		344.91	0.00	344.91
		*** Payment Total					344.91	0.00	344.91
Payment Number 1220299 Payment Date 10/28/25		Vendor 10096	PATSON INC					Status Issued	
10096	X101752155:01		IX	100	10/24/25		596.04	0.00	596.04
		*** Payment Total					596.04	0.00	596.04
Payment Number 1220300 Payment Date 10/28/25		Vendor 10692	SHOREWOOD HOME AND AUTO					Status Issued	
10692	01-489862		IX	100	11/12/25		497.75	0.00	497.75
10692	01-490987		IX	100	11/21/25		1,857.57	0.00	1,857.57
		*** Payment Total					2,355.32	0.00	2,355.32
Payment Number 1220301 Payment Date 10/28/25		Vendor 45132	FEDERAL SIGNAL CORPORATION					Status Issued	
45132	P06251		IX	100	10/11/25		1,215.18	0.00	1,215.18
		*** Payment Total					1,215.18	0.00	1,215.18
Payment Number 1220302 Payment Date 10/28/25		Vendor 10597	VERIZON					Status Issued	
10597	6124862083		IX	100	10/31/25		864.36	0.00	864.36
		*** Payment Total					864.36	0.00	864.36
Payment Number 1220303 Payment Date 10/28/25		Vendor 20313	VILLAGE OF HANOVER PARK					Status Issued	
20313	2025-00011006		IX	100	10/30/25		3,483.48	0.00	3,483.48
		*** Payment Total					3,483.48	0.00	3,483.48

AP255 Date 10/28/25 Pay Group 1500 HWY STREETS & BRIDGES PAY GRP USD Page 5
Time 11:38 Bank Account Payment History

Payment Date Range 10/28/25 thru 10/28/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
		*** Payment Code CHK Total					75,343.25	0.00	75,343.25
		Payment Count					28		
		*** Cash Code 1414 Total					407,890.37	0.00	407,890.37
		Payment Count					35		
		*** Pay Group 1500 USD Total					407,890.37	0.00	407,890.37
		Payment Count					35		

AP255 Date: 10/28/25 JOB SUBMISSION PARAMETERS
Time: 11:38

User Name: DP\FNAXE
Job Name: PMTHISTORY
Step Nbr: 7

Pay Group: 1600
Cash Code: 1414 Class C Accounts Payable

Payment Date: 102825 - 102825
Payment Numbers: -
Payment Code:

AP255 Date 10/28/25 Pay Group 1600 CONSERV & RECREATION PAY GROUP USD Page 1
Time 11:38 Bank Account Payment History

Payment Date Range 10/28/25 thru 10/28/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 537470 Payment Date 10/28/25			Vendor 13295		CDM SMITH INC			Status Issued	
13295	90247027		IX	100	11/16/25		3,900.60	0.00	3,900.60
			*** Payment Total				3,900.60	0.00	3,900.60
Payment Number 537471 Payment Date 10/28/25			Vendor 10124		GRAYBAR			Status Issued	
10124	9350579611		IX	100	11/08/25		84.44	0.00	84.44
10124	9350595636		IX	100	11/09/25		7.52	0.00	7.52
			*** Payment Total				91.96	0.00	91.96
Payment Number 537472 Payment Date 10/28/25			Vendor 10801		V3 COMPANIES, LTD			Status Issued	
10801	20825014		IX	100	10/02/25		3,506.72	0.00	3,506.72
			*** Payment Total				3,506.72	0.00	3,506.72
			*** Payment Code ACH Total				7,499.28	0.00	7,499.28
			Payment Count				3		

AP255 Date 10/28/25 Pay Group 1600 CONSERV & RECREATION PAY GROUP USD
Time 11:38 Bank Account Payment History

Payment Date Range 10/28/25 thru 10/28/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220304 Payment Date 10/28/25		Vendor 29544	A & W TRAILER					Status Issued	
29544	12147		IX	100	11/19/25		104.99	0.00	104.99
			*** Payment Total				104.99	0.00	104.99
Payment Number 1220305 Payment Date 10/28/25		Vendor 10008	AT&T					Status Issued	
10008	630668216110 2025		IX	100	11/09/25		85.36	0.00	85.36
			*** Payment Total				85.36	0.00	85.36
Payment Number 1220306 Payment Date 10/28/25		Vendor 11219	HOME DEPOT CREDIT SERVICES					Status Issued	
11219	4064417		IX	100	10/24/25		45.39	0.00	45.39
			*** Payment Total				45.39	0.00	45.39
Payment Number 1220307 Payment Date 10/28/25		Vendor 47175	ILLINOIS CITY COUNTY					Status Issued	
47175	6487		IX	100	11/20/25		50.00	0.00	50.00
			*** Payment Total				50.00	0.00	50.00
Payment Number 1220308 Payment Date 10/28/25		Vendor 10851	MENARDS					Status Issued	
10851	90016		IX	100	08/23/25		93.91	0.00	93.91
			*** Payment Total				93.91	0.00	93.91
Payment Number 1220309 Payment Date 10/28/25		Vendor 39549	ODP BUSINESS SOLUTIONS, LLC					Status Issued	
39549	441362248001		IX	100	11/09/25		38.73	0.00	38.73
			*** Payment Total				38.73	0.00	38.73
Payment Number 1220310 Payment Date 10/28/25		Vendor 47171	KING KAIL ENTERPRISES, LLC					Status Issued	
47171	21955-OS		IX	100	11/09/25		129.95	0.00	129.95
			*** Payment Total				129.95	0.00	129.95
Payment Number 1220311 Payment Date 10/28/25		Vendor 12422	RUSSO POWER EQUIPMENT					Status Issued	
12422	SPI21314014		IX	100	11/19/25		1,470.00	0.00	1,470.00
			*** Payment Total				1,470.00	0.00	1,470.00
Payment Number 1220312 Payment Date 10/28/25		Vendor 43146	DELGADO, SALVADOR J.					Status Issued	
43146	092325A		IX	100	10/23/25		300.00	0.00	300.00
			*** Payment Total				300.00	0.00	300.00
Payment Number 1220313 Payment Date 10/28/25		Vendor 10638	THE CONSERVATION FOUNDATION					Status Issued	
10638	13668		IX	100	10/30/25		331.48	0.00	331.48
			*** Payment Total				331.48	0.00	331.48
Payment Number 1220314 Payment Date 10/28/25		Vendor 12448	TROTTER & ASSOCIATES INC					Status Issued	
12448	25-25465		IX	100	10/30/25		687.00	0.00	687.00
			*** Payment Total				687.00	0.00	687.00
Payment Number 1220315 Payment Date 10/28/25		Vendor 12030	WILLOWBROOK FORD INC					Status Issued	
12030	6452383		IX	100	10/24/25		436.84	0.00	436.84
			*** Payment Total				436.84	0.00	436.84

Payment Date Range 10/28/25 thru 10/28/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
		*** Payment Code CHK Total					3,773.65	0.00	3,773.65
		Payment Count					12		
		*** Cash Code 1414 Total					11,272.93	0.00	11,272.93
		Payment Count					15		
		*** Pay Group 1600 USD Total					11,272.93	0.00	11,272.93
		Payment Count					15		

AP255 Date: 10/28/25 JOB SUBMISSION PARAMETERS
Time: 11:38

User Name: DP\FNAXE
Job Name: PMTHISTORY
Step Nbr: 8

Pay Group: 2000
Cash Code: 1414 Class C Accounts Payable

Payment Date: 102825 - 102825
Payment Numbers: -
Payment Code:

Bank Account Payment History

Payment Date Range 10/28/25 thru 10/28/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 537473 Payment Date 10/28/25			Vendor 22995		ALDRIDGE ELECTRIC INC			Status Issued	
22995	300928-39		IX	100	11/05/25		292,917.30	0.00	292,917.30
			*** Payment Total				292,917.30	0.00	292,917.30
Payment Number 537474 Payment Date 10/28/25			Vendor 26753		AMAZON CAPITAL SERVICES			Status Issued	
26753	1FNP-KDKQ-7JLQ		IX	100	10/24/25		88.49	0.00	88.49
26753	1MXM-1LTW-9FRN		IX	100	10/18/25		36.12	0.00	36.12
			*** Payment Total				124.61	0.00	124.61
Payment Number 537475 Payment Date 10/28/25			Vendor 10573		GASVODA & ASSOCIATES INC.			Status Issued	
10573	INV25PTS0459		IX	100	10/02/25		452.14	0.00	452.14
			*** Payment Total				452.14	0.00	452.14
			*** Payment Code ACH Total				293,494.05	0.00	293,494.05
			Payment Count				3		

Payment Date Range 10/28/25 thru 10/28/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220316 Payment Date 10/28/25			Vendor 10008		AT&T			Status Issued	
10008	3125367016		IX	100	11/18/25		429.66	0.00	429.66
10008	5518608015		IX	100	11/18/25		941.09	0.00	941.09
			*** Payment Total				1,370.75	0.00	1,370.75
Payment Number 1220317 Payment Date 10/28/25			Vendor 10008		AT&T			Status Issued	
10008	630773995210 2025		IX	100	11/18/25		60.47	0.00	60.47
			*** Payment Total				60.47	0.00	60.47
Payment Number 1220318 Payment Date 10/28/25			Vendor 12891		AUTOZONE INC			Status Issued	
12891	01936307458		IX	100	10/30/25		80.11	0.00	80.11
			*** Payment Total				80.11	0.00	80.11
Payment Number 1220319 Payment Date 10/28/25			Vendor 47055		BRAUN, SHERYL			Status Issued	
47055	EXP20250908		IX	100	10/20/25		680.00	0.00	680.00
			*** Payment Total				680.00	0.00	680.00
Payment Number 1220320 Payment Date 10/28/25			Vendor 32123		CIT TRUCKS LLC			Status Issued	
32123	110P793489		IX	100	10/19/25		509.78	0.00	509.78
			*** Payment Total				509.78	0.00	509.78
Payment Number 1220321 Payment Date 10/28/25			Vendor 12549		FULLIFE SAFETY CENTER			Status Issued	
12549	72741		IX	100	11/08/25		204.00	0.00	204.00
			*** Payment Total				204.00	0.00	204.00
Payment Number 1220322 Payment Date 10/28/25			Vendor 26102		HBK ENGINEERING LLC			Status Issued	
26102	126910		IX	100	11/19/25		602.75	0.00	602.75
			*** Payment Total				602.75	0.00	602.75
Payment Number 1220323 Payment Date 10/28/25			Vendor 46345		MAXLINER LLC			Status Issued	
46345	3022		IX	100	11/02/25		84.30	0.00	84.30
			*** Payment Total				84.30	0.00	84.30
Payment Number 1220324 Payment Date 10/28/25			Vendor 10851		MENARDS			Status Issued	
10851	92770		IX	100	10/25/25		116.33	0.00	116.33
10851	92937		IX	100	10/29/25		35.91	0.00	35.91
10851	93023		IX	100	10/31/25		173.57	0.00	173.57
10851	93033		IX	100	10/31/25		104.94	0.00	104.94
10851	93046		IX	100	10/31/25		139.59	0.00	139.59
10851	93083		IX	100	11/01/25		474.67	0.00	474.67
10851	93282		IX	100	11/06/25		76.51	0.00	76.51
10851	93328		IX	100	11/07/25		153.98	0.00	153.98
			*** Payment Total				1,275.50	0.00	1,275.50
Payment Number 1220325 Payment Date 10/28/25			Vendor 10057		NICOR GAS			Status Issued	
10057	25892110005 101525		IX	100	11/14/25		150.27	0.00	150.27
10057	39780069603 102225		IX	100	11/21/25		57.70	0.00	57.70
			*** Payment Total				207.97	0.00	207.97

Payment Date Range 10/28/25 thru 10/28/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220326 Payment Date 10/28/25			Vendor 10070				PACKEY WEBB FORD	Status Issued	
10070	C84762		IX	100	10/30/25		4,623.25	0.00	4,623.25
			*** Payment Total				4,623.25	0.00	4,623.25
Payment Number 1220327 Payment Date 10/28/25			Vendor 11093				REGIONAL TRUCK EQUIPMENT CO	Status Issued	
11093	284887		IX	100	10/09/25		652.03	0.00	652.03
			*** Payment Total				652.03	0.00	652.03
Payment Number 1220328 Payment Date 10/28/25			Vendor 10128				VILLAGE OF DOWNERS GROVE	Status Issued	
10128	25570		IX	100	11/14/25		55.49	0.00	55.49
			*** Payment Total				55.49	0.00	55.49
		*** Payment Code CHK Total					10,406.40	0.00	10,406.40
			Payment Count				13		
		*** Cash Code 1414 Total					303,900.45	0.00	303,900.45
			Payment Count				16		
		*** Pay Group 2000 USD Total					303,900.45	0.00	303,900.45
			Payment Count				16		

AP255 Date: 10/28/25 JOB SUBMISSION PARAMETERS
Time: 11:39

User Name: DP\FNAXE
Job Name: PMTHISTORY
Step Nbr: 9

Pay Group: 5000
Cash Code: 1414 Class C Accounts Payable

Payment Date: 102825 - 102825
Payment Numbers: -
Payment Code:

Bank Account Payment History

Payment Date Range 10/28/25 thru 10/28/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 537476 Payment Date 10/28/25			Vendor 26753				AMAZON CAPITAL SERVICES	Status Issued	
26753	1DFX-FTT9-7TMK		IX	101	11/22/25		205.25	0.00	205.25
26753	1LD6-Y4MD-MTQR		IX	202	11/16/25		395.75	0.00	395.75
26753	1X6X-WP7R-CPXF		IX	101	11/22/25		210.14	0.00	210.14
26753	1YYX-CVVN-KXMF		IX	101	11/16/25		48.99	0.00	48.99
			*** Payment Total				860.13	0.00	860.13
Payment Number 537477 Payment Date 10/28/25			Vendor 18823				BURDICK, JULIE	Status Issued	
18823	TRV20251013		IX	103	10/20/25		1,774.37	0.00	1,774.37
			*** Payment Total				1,774.37	0.00	1,774.37
Payment Number 537478 Payment Date 10/28/25			Vendor 10667				CDW GOVERNMENT INC	Status Issued	
10667	AG4PZ3R		IX	101	11/09/25		599.07	0.00	599.07
10667	AG4X95Y		IX	101	11/13/25		3,874.80	0.00	3,874.80
			*** Payment Total				4,473.87	0.00	4,473.87
Payment Number 537479 Payment Date 10/28/25			Vendor 23461				DUPAGE COUNTY COMMUNITY	Status Issued	
23461	DHS-1760-26-2832		IX	209	10/27/25		2,865.54	0.00	2,865.54
			*** Payment Total				2,865.54	0.00	2,865.54
Payment Number 537480 Payment Date 10/28/25			Vendor 21737				FOX, JOAN	Status Issued	
21737	TRV20251016		IX	103	10/22/25		345.42	0.00	345.42
			*** Payment Total				345.42	0.00	345.42
Payment Number 537481 Payment Date 10/28/25			Vendor 18848				HERRING, SHATONYA	Status Issued	
18848	TRV20251015		IX	202	10/23/25		364.72	0.00	364.72
			*** Payment Total				364.72	0.00	364.72
Payment Number 537482 Payment Date 10/28/25			Vendor 21914				RWE MANAGEMENT COMPANY	Status Issued	
21914	21.037 D28A		IX	306	08/30/25		22,855.79	0.00	22,855.79
			*** Payment Total				22,855.79	0.00	22,855.79
Payment Number 537483 Payment Date 10/28/25			Vendor 44522				TOSHIBA AMERICA BUSINESS	Status Issued	
44522	6670936		IX	103	11/01/25		137.95	0.00	137.95
			*** Payment Total				137.95	0.00	137.95
		*** Payment Code ACH Total					33,677.79	0.00	33,677.79
		Payment Count					8		

Payment Date Range 10/28/25 thru 10/28/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220329 Payment Date 10/28/25		Vendor 13527	360 YOUTH SERVICES					Status Issued	
13527	SEPT 2025		IX	101	11/23/25		5,513.99	0.00	5,513.99
		*** Payment Total					5,513.99	0.00	5,513.99
Payment Number 1220330 Payment Date 10/28/25		Vendor 10009	AT&T MOBILITY					Status Issued	
10009	287304391276X10082025		IX	110	10/30/25		249.80	0.00	249.80
		*** Payment Total					249.80	0.00	249.80
Payment Number 1220331 Payment Date 10/28/25		Vendor 32851	BARRERA, JULIE A.					Status Issued	
32851	MIL20250924		IX	202	10/24/25		11.62	0.00	11.62
32851	MIL20251003		IX	202	11/02/25		33.67	0.00	33.67
		*** Payment Total					45.29	0.00	45.29
Payment Number 1220332 Payment Date 10/28/25		Vendor 44797	BOS, KEAGHAN					Status Issued	
44797	INV-DCSO-2025-102		IX	206	10/19/25		2,250.00	0.00	2,250.00
		*** Payment Total					2,250.00	0.00	2,250.00
Payment Number 1220333 Payment Date 10/28/25		Vendor 11122	CHICAGO TRANSIT AUTHORITY					Status Issued	
11122	102125.DC-VA.BUS		IX	104	11/20/25		480.00	0.00	480.00
		*** Payment Total					480.00	0.00	480.00
Payment Number 1220334 Payment Date 10/28/25		Vendor 43546	MCCOY, CATHERINE					Status Issued	
43546	072825-1		IX	208	08/27/25		325.00	0.00	325.00
43546	101725		IX	208	11/16/25		450.00	0.00	450.00
		*** Payment Total					775.00	0.00	775.00
Payment Number 1220335 Payment Date 10/28/25		Vendor 45508	FIELDS, AMANDA					Status Issued	
45508	TRV20251015		IX	202	10/22/25		362.06	0.00	362.06
		*** Payment Total					362.06	0.00	362.06
Payment Number 1220336 Payment Date 10/28/25		Vendor 11332	GLEN ELLYN ANIMAL HOSPITAL LTD					Status Issued	
11332	25092216233037A		IX	306	10/22/25		100.00	0.00	100.00
		*** Payment Total					100.00	0.00	100.00
Payment Number 1220337 Payment Date 10/28/25		Vendor 27960	HARRIS, SHAUTA					Status Issued	
27960	TRV20251015		IX	202	10/24/25		364.57	0.00	364.57
		*** Payment Total					364.57	0.00	364.57
Payment Number 1220338 Payment Date 10/28/25		Vendor 47182	ADAMO, ANTONIO					Status Issued	
47182	IACAA-1675-26-2836		IX	101	11/16/25		2,000.00	0.00	2,000.00
		*** Payment Total					2,000.00	0.00	2,000.00
Payment Number 1220339 Payment Date 10/28/25		Vendor 47176	SAVATREE, LLC					Status Issued	
47176	001476381		IX	101	11/16/25		1,040.00	0.00	1,040.00
		*** Payment Total					1,040.00	0.00	1,040.00
Payment Number 1220340 Payment Date 10/28/25		Vendor 39938	SPARK MAIDS LLC					Status Issued	
39938	135579		IX	202	11/20/25		125.00	0.00	125.00

Payment Date Range 10/28/25 thru 10/28/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220340 Payment Date 10/28/25			Vendor 39938				SPARK MAIDS LLC	Status Issued	
						*** Payment Total	125.00	0.00	125.00
Payment Number 1220341 Payment Date 10/28/25			Vendor 11201				UNITED STATES POSTAL SERVICE	Status Issued	
11201	34855593 093025 LIHEAP		IX	101	10/30/25		1,584.24	0.00	1,584.24
						*** Payment Total	1,584.24	0.00	1,584.24
Payment Number 1220342 Payment Date 10/28/25			Vendor 47177				W.A.R. AUTOMOTIVE	Status Issued	
47177	2500		IX	101	11/15/25		1,073.93	0.00	1,073.93
						*** Payment Total	1,073.93	0.00	1,073.93
						*** Payment Code CHK Total	15,963.88	0.00	15,963.88
						Payment Count	14		
						*** Cash Code 1414 Total	49,641.67	0.00	49,641.67
						Payment Count	22		
						*** Pay Group 5000 USD Total	49,641.67	0.00	49,641.67
						Payment Count	22		

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

File #: 25-2704 **Agenda Date:** 11/12/2025 **Agenda #:** 9.A.4.

AP255 Date: 10/31/25 JOB SUBMISSION PARAMETERS
Time: 11:27

User Name: DP\FNAXE
Job Name: PMTHISTORY
Step Nbr: 1

Pay Group: 1000
Cash Code: 1414 Class C Accounts Payable

Payment Date: 103125 - 103125
Payment Numbers: -
Payment Code:

Bank Account Payment History

Payment Date Range 10/31/25 thru 10/31/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 537491 Payment Date 10/31/25			Vendor 11557		ABBATACOLA, ROBERT			Status Issued	
11557	102225 102825		IX	100	10/29/25		620.00	0.00	620.00
			*** Payment Total				620.00	0.00	620.00
Payment Number 537492 Payment Date 10/31/25			Vendor 43804		ALOHA DOCUMENT SERVICES, INC			Status Issued	
43804	218052		IX	100	11/21/25		463.75	0.00	463.75
			*** Payment Total				463.75	0.00	463.75
Payment Number 537493 Payment Date 10/31/25			Vendor 26753		AMAZON CAPITAL SERVICES			Status Issued	
26753	11W1-WFVR-69L3		IX	100	11/26/25		25.62	0.00	25.62
26753	13D4-G1DV-9DYJ		IX	100	11/22/25		27.54	0.00	27.54
26753	13F3-YYRT-NXNK		IX	100	11/23/25		31.97	0.00	31.97
26753	13FT-YGWC-3Y31		IX	100	11/27/25		16.99	0.00	16.99
26753	173L-C6K3-1CCR		IX	100	11/26/25		2.99	0.00	2.99
26753	173L-C6K3-1CNY		IX	100	11/26/25		16.99	0.00	16.99
26753	1C1K-769C-6D1M		IX	100	11/27/25		220.99	0.00	220.99
26753	1CXK-PDML-71C6		IX	100	11/26/25		33.24	0.00	33.24
26753	1CXK-PDML-71XR		IX	100	11/26/25		701.02	0.00	701.02
26753	1DKC-L4J4-NPM3		IX	100	11/23/25		151.53	0.00	151.53
26753	1FGX-Q4TN-JMMK		IX	100	11/28/25		27.98	0.00	27.98
26753	1G9C-1JX3-FQFL		IX	100	11/26/25		56.04	0.00	56.04
26753	1LDX-K1JW-LD4L		IX	100	11/23/25		47.96	0.00	47.96
26753	1LWX-WYJP-C3V7		IX	100	11/24/25		2,291.90	0.00	2,291.90
26753	1NLR-4JJM-DD3H		IX	100	11/13/25		285.68	0.00	285.68
26753	1P1N-K6RV-39G6		IX	100	11/26/25		14.72	0.00	14.72
26753	1PKD-WW4N-6RJN		IX	100	11/26/25		94.99	0.00	94.99
26753	1R1J-VH4K-RHCL		IX	100	11/26/25		117.98	0.00	117.98
26753	1RC7-J99Y-KFF3		IX	100	11/25/25		860.49	0.00	860.49
26753	1VKP-LPM4-CTLY		IX	100	11/05/25		595.14	0.00	595.14
26753	1WQT-NY1D-91DF		IX	100	11/13/25		29.88	0.00	29.88
26753	1X1M-1Y6W-7313		IX	100	11/26/25		511.00	0.00	511.00
26753	1X6X-WP7R-QLXK		IX	100	11/23/25		138.36	0.00	138.36
26753	1X6X-WP7R-R6GY		IX	100	11/23/25		2,317.04	0.00	2,317.04
			*** Payment Total				8,618.04	0.00	8,618.04
Payment Number 537494 Payment Date 10/31/25			Vendor 10667		CDW GOVERNMENT INC			Status Issued	
10667	AF9RG7Z		IX	100	10/13/25		408.49	0.00	408.49
			*** Payment Total				408.49	0.00	408.49
Payment Number 537495 Payment Date 10/31/25			Vendor 41892		DAYFORCE US, INC.			Status Issued	
41892	IN1692399		IX	100	11/19/25		27,400.00	0.00	27,400.00
41892	IN1692399A		IX	100	11/19/25		3,971.00	0.00	3,971.00
			*** Payment Total				31,371.00	0.00	31,371.00
Payment Number 537496 Payment Date 10/31/25			Vendor 19717		DPCO STATE'S ATTY INVEST ACCT			Status Issued	
19717	CK6653		IX	100	11/01/25		377.34	0.00	377.34
			*** Payment Total				377.34	0.00	377.34
Payment Number 537497 Payment Date 10/31/25			Vendor 23461		DUPAGE COUNTY COMMUNITY			Status Issued	

Payment Date Range 10/31/25 thru 10/31/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 537497 Payment Date 10/31/25		Vendor 23461	DUPAGE COUNTY COMMUNITY					Status Issued	
23461	FSS-1000-1750-25-2835		IX	100	10/24/25		200.00	0.00	200.00
			*** Payment Total				200.00	0.00	200.00
Payment Number 537498 Payment Date 10/31/25		Vendor 10401	GALLS, LLC					Status Issued	
10401	032932732		IX	100	11/22/25		239.52	0.00	239.52
			*** Payment Total				239.52	0.00	239.52
Payment Number 537499 Payment Date 10/31/25		Vendor 10157	GRAINGER					Status Issued	
10157	9671004530		IX	100	11/09/25		126.66	0.00	126.66
10157	9676448534		IX	100	11/14/25		499.17	0.00	499.17
10157	9684476956		IX	100	11/21/25		187.81	0.00	187.81
			*** Payment Total				813.64	0.00	813.64
Payment Number 537500 Payment Date 10/31/25		Vendor 10124	GRAYBAR					Status Issued	
10124	9350677581		IX	100	11/16/25		268.00	0.00	268.00
10124	9350743696		IX	100	11/21/25		138.84	0.00	138.84
			*** Payment Total				406.84	0.00	406.84
Payment Number 537501 Payment Date 10/31/25		Vendor 45849	JOSIC, STJEPAN					Status Issued	
45849	102225 102925		IX	100	11/29/25		160.00	0.00	160.00
			*** Payment Total				160.00	0.00	160.00
Payment Number 537502 Payment Date 10/31/25		Vendor 26550	MESSINA, MARCIA					Status Issued	
26550	091725 22JA11		IX	100	10/17/25		60.50	0.00	60.50
			*** Payment Total				60.50	0.00	60.50
Payment Number 537503 Payment Date 10/31/25		Vendor 28996	NASER, EVA Y					Status Issued	
28996	737		IX	100	11/21/25		360.20	0.00	360.20
28996	738		IX	100	11/22/25		260.20	0.00	260.20
			*** Payment Total				620.40	0.00	620.40
Payment Number 537504 Payment Date 10/31/25		Vendor 11154	PORTER PIPE & SUPPLY					Status Issued	
11154	13104353-00		IX	100	11/08/25		230.18	0.00	230.18
			*** Payment Total				230.18	0.00	230.18
Payment Number 537505 Payment Date 10/31/25		Vendor 10141	PRCO					Status Issued	
10141	10062		IX	100	11/23/25		170.00	0.00	170.00
			*** Payment Total				170.00	0.00	170.00
Payment Number 537506 Payment Date 10/31/25		Vendor 14308	PUBLIC SAFETY DIRECT INC					Status Issued	
14308	106150		IX	100	10/31/25		750.00	0.00	750.00
14308	106279		IX	100	11/21/25		750.00	0.00	750.00
14308	106280		IX	100	11/21/25		252.00	0.00	252.00
14308	106302		IX	100	11/23/25		179.10	0.00	179.10
			*** Payment Total				1,931.10	0.00	1,931.10
Payment Number 537507 Payment Date 10/31/25		Vendor 10922	SCARCE					Status Issued	
10922	102720251		IX	100	10/29/25		3,696.36	0.00	3,696.36

Payment Date Range 10/31/25 thru 10/31/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 537507 Payment Date 10/31/25			Vendor 10922				SCARCE	Status Issued	
					*** Payment Total		3,696.36	0.00	3,696.36
Payment Number 537508 Payment Date 10/31/25			Vendor 12313				SULLIVAN, ANTHONY	Status Issued	
12313	102225 102825		IX	100	10/29/25		560.00	0.00	560.00
					*** Payment Total		560.00	0.00	560.00
Payment Number 537509 Payment Date 10/31/25			Vendor 28062				TARGET GIFTCARD TEAM	Status Issued	
28062	9917616822719042		IX	100	11/27/25		980.00	0.00	980.00
					*** Payment Total		980.00	0.00	980.00
Payment Number 537510 Payment Date 10/31/25			Vendor 44522				TOSHIBA AMERICA BUSINESS	Status Issued	
44522	6621017		IX	100	08/31/25		123.81	0.00	123.81
44522	6670556		IX	100	11/01/25		218.45	0.00	218.45
44522	6670562		IX	100	11/01/25		517.54	0.00	517.54
					*** Payment Total		859.80	0.00	859.80
Payment Number 537511 Payment Date 10/31/25			Vendor 29895				WELLSPRING CLOUD SOLUTIONS LLC	Status Issued	
29895	14886		IX	100	11/24/25		305.60	0.00	305.60
					*** Payment Total		305.60	0.00	305.60
					*** Payment Code ACH Total		53,092.56	0.00	53,092.56
					Payment Count		21		

AP255 Date 10/31/25 Pay Group 1000 GENERAL FUND PAY GROUP USD
Time 11:28 Bank Account Payment History

Payment Date Range 10/31/25 thru 10/31/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220370 Payment Date 10/31/25		Vendor 19712				DPCO SHERIFF EXTRADITION ACCT		Status Issued	
19712	CK10335		IX	100	11/07/25		20.00	0.00	20.00
19712	CK10336		IX	100	11/07/25		225.68	0.00	225.68
19712	CK10338		IX	100	11/07/25		767.36	0.00	767.36
19712	CK10340		IX	100	11/14/25		220.08	0.00	220.08
19712	CK10341		IX	100	11/14/25		172.00	0.00	172.00
					*** Payment Total		1,405.12	0.00	1,405.12
Payment Number 1220371 Payment Date 10/31/25		Vendor 43513				ACTION SCREEN PRINT &		Status Issued	
43513	55428		IX	100	10/23/25		564.78	0.00	564.78
					*** Payment Total		564.78	0.00	564.78
Payment Number 1220372 Payment Date 10/31/25		Vendor 41943				AIR FILTER SOLUTIONS, LLC		Status Issued	
41943	4612		IX	100	11/07/25		1,634.88	0.00	1,634.88
41943	4636		IX	100	11/12/25		364.56	0.00	364.56
					*** Payment Total		1,999.44	0.00	1,999.44
Payment Number 1220373 Payment Date 10/31/25		Vendor 38001				ALLEGRA MARKETING PRINT MAIL		Status Issued	
38001	64309		IX	100	11/15/25		545.00	0.00	545.00
					*** Payment Total		545.00	0.00	545.00
Payment Number 1220374 Payment Date 10/31/25		Vendor 33755				ALLIED UNIVERSAL TECHNOLOGY		Status Issued	
33755	IN1-910448927		IX	100	11/22/25		330.00	0.00	330.00
					*** Payment Total		330.00	0.00	330.00
Payment Number 1220375 Payment Date 10/31/25		Vendor 10671				ALPHAGRAPHICS		Status Issued	
10671	185914		IX	100	11/09/25		19.75	0.00	19.75
10671	185941		IX	100	11/14/25		522.19	0.00	522.19
10671	186215		IX	100	11/22/25		32.00	0.00	32.00
					*** Payment Total		573.94	0.00	573.94
Payment Number 1220376 Payment Date 10/31/25		Vendor 30938				ASHLAND LOCK COMPANY		Status Issued	
30938	1075522867		IX	100	11/12/25		803.50	0.00	803.50
30938	1075732448		IX	100	11/12/25		415.50	0.00	415.50
					*** Payment Total		1,219.00	0.00	1,219.00
Payment Number 1220377 Payment Date 10/31/25		Vendor 10008				AT&T		Status Issued	
10008	5508608017		IX	100	11/18/25		1,258.19	0.00	1,258.19
					*** Payment Total		1,258.19	0.00	1,258.19
Payment Number 1220378 Payment Date 10/31/25		Vendor 10009				AT&T MOBILITY		Status Issued	
10009	287304391276X10082025		IX	100	10/30/25		4,846.63	0.00	4,846.63
10009	287352264996X10082025		IX	100	10/30/25		376.22	0.00	376.22
					*** Payment Total		5,222.85	0.00	5,222.85
Payment Number 1220379 Payment Date 10/31/25		Vendor 26601				AXON ENTERPRISE INC		Status Issued	
26601	INUS390662		IX	100	11/23/25		2,025.00	0.00	2,025.00
					*** Payment Total		2,025.00	0.00	2,025.00

Payment Date Range 10/31/25 thru 10/31/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220380 Payment Date 10/31/25			Vendor 47178				BARNES, MYLES	Status Issued	
47178	TRV20251014		IX	100	10/28/25		162.20	0.00	162.20
			*** Payment Total				162.20	0.00	162.20
Payment Number 1220381 Payment Date 10/31/25			Vendor 10313				BLUETRITON BRANDS, INC	Status Issued	
10313	15J0123129926		IX	100	11/13/25		180.47	0.00	180.47
			*** Payment Total				180.47	0.00	180.47
Payment Number 1220382 Payment Date 10/31/25			Vendor 10292				BOB BARKER COMPANY INC	Status Issued	
10292	INV2176418		IX	100	11/12/25		322.72	0.00	322.72
10292	INV2177446		IX	100	11/14/25		80.68	0.00	80.68
10292	INV2178086		IX	100	11/16/25		3,597.00	0.00	3,597.00
			*** Payment Total				4,000.40	0.00	4,000.40
Payment Number 1220383 Payment Date 10/31/25			Vendor 22932				BRIGHTLY SOFTWARE, INC	Status Issued	
22932	INV-289638		IX	100	10/31/25		3,935.58	0.00	3,935.58
			*** Payment Total				3,935.58	0.00	3,935.58
Payment Number 1220384 Payment Date 10/31/25			Vendor 44795				CARRAGHER, FRANK	Status Issued	
44795	EXP20251011		IX	100	10/27/25		229.19	0.00	229.19
			*** Payment Total				229.19	0.00	229.19
Payment Number 1220385 Payment Date 10/31/25			Vendor 10019				CENTRAL DUPAGE HOSPITAL ASSN	Status Issued	
10019	6000114962		IX	100	11/08/25		387.16	0.00	387.16
			*** Payment Total				387.16	0.00	387.16
Payment Number 1220386 Payment Date 10/31/25			Vendor 10019				CENTRAL DUPAGE HOSPITAL	Status Issued	
10019	18689447900		IX	100	11/09/25		1,217.70	0.00	1,217.70
			*** Payment Total				1,217.70	0.00	1,217.70
Payment Number 1220387 Payment Date 10/31/25			Vendor 10071				CHICAGO DAILY LAW BULLETIN	Status Issued	
10071	2357849		IX	100	10/30/25		365.00	0.00	365.00
			*** Payment Total				365.00	0.00	365.00
Payment Number 1220388 Payment Date 10/31/25			Vendor 38426				CHIRAYIL, MEETU G.	Status Issued	
38426	TRV20251020		IX	100	10/27/25		789.56	0.00	789.56
			*** Payment Total				789.56	0.00	789.56
Payment Number 1220389 Payment Date 10/31/25			Vendor 31699				CNA SURETY	Status Issued	
31699	67619766N		IX	100	11/24/25		30.00	0.00	30.00
			*** Payment Total				30.00	0.00	30.00
Payment Number 1220390 Payment Date 10/31/25			Vendor 12382				COMCAST	Status Issued	
12382	877120047047238810 1025		IX	100	11/09/25		283.82	0.00	283.82
12382	877120047064850 8100725		IX	100	11/06/25		167.40	0.00	167.40
12382	877120047095320 5101925		IX	100	11/18/25		260.40	0.00	260.40
			*** Payment Total				711.62	0.00	711.62
Payment Number 1220391 Payment Date 10/31/25			Vendor 20941				COMMUNITY HIGH SCHOOL DIST 99	Status Issued	

Payment Date Range 10/31/25 thru 10/31/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220391 Payment Date 10/31/25		Vendor 20941	COMMUNITY HIGH SCHOOL DIST 99					Status Issued	
20941	102025		IX	100	11/19/25		75,000.00	0.00	75,000.00
			*** Payment Total				75,000.00	0.00	75,000.00
Payment Number 1220392 Payment Date 10/31/25		Vendor 43739	CROKER, AARON					Status Issued	
43739	MIL20250916		IX	100	10/22/25		19.60	0.00	19.60
			*** Payment Total				19.60	0.00	19.60
Payment Number 1220393 Payment Date 10/31/25		Vendor 47046	DAVID A. WOLD DDS PC					Status Issued	
47046	M25-375		IX	100	11/19/25		700.00	0.00	700.00
			*** Payment Total				700.00	0.00	700.00
Payment Number 1220394 Payment Date 10/31/25		Vendor 18596	DIECKMAN, CRAIG					Status Issued	
18596	EXP20250925		IX	100	10/25/25		912.00	0.00	912.00
18596	EXP20250926		IX	100	10/26/25		40.00	0.00	40.00
18596	EXP20251028		IX	100	11/27/25		98.00	0.00	98.00
			*** Payment Total				1,050.00	0.00	1,050.00
Payment Number 1220395 Payment Date 10/31/25		Vendor 19706	DPC REGIONAL OFFICE OF EDUCATN					Status Issued	
19706	CK87092		IX	100	04/26/25		2,957.02	0.00	2,957.02
19706	CK87574		IX	100	07/23/25		596.16	0.00	596.16
19706	CK87679		IX	100	08/14/25		25.00	0.00	25.00
19706	CK87725		IX	100	09/03/25		1,080.00	0.00	1,080.00
19706	CK87786		IX	100	09/21/25		2,503.10	0.00	2,503.10
19706	CK87794		IX	100	09/21/25		25.00	0.00	25.00
19706	ROE091925		IX	100	10/19/25		194.80	0.00	194.80
			*** Payment Total				7,381.08	0.00	7,381.08
Payment Number 1220396 Payment Date 10/31/25		Vendor 47190	DUPAGE FACILITY DOG FOUNDATION					Status Issued	
47190	1		IX	100	11/26/25		2,658.00	0.00	2,658.00
			*** Payment Total				2,658.00	0.00	2,658.00
Payment Number 1220397 Payment Date 10/31/25		Vendor 11348	DUPAGE FEDERATION ON HUMAN					Status Issued	
11348	12139		IX	100	10/20/25		658.13	0.00	658.13
11348	12140		IX	100	10/20/25		588.20	0.00	588.20
			*** Payment Total				1,246.33	0.00	1,246.33
Payment Number 1220398 Payment Date 10/31/25		Vendor 18752	ELGES, JOY					Status Issued	
18752	TRV20251014		IX	100	11/13/25		162.20	0.00	162.20
			*** Payment Total				162.20	0.00	162.20
Payment Number 1220399 Payment Date 10/31/25		Vendor 11196	FEDEX					Status Issued	
11196	9-021-10112		IX	100	11/07/25		15.93	0.00	15.93
11196	9-038-79283		IX	100	11/21/25		17.42	0.00	17.42
			*** Payment Total				33.35	0.00	33.35
Payment Number 1220400 Payment Date 10/31/25		Vendor 10220	FERRELLGAS					Status Issued	
10220	2044153648		IX	100	10/23/25		1,066.61	0.00	1,066.61

Payment Date Range 10/31/25 thru 10/31/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220400 Payment Date 10/31/25			Vendor 10220				FERRELLGAS	Status Issued	
			*** Payment Total				1,066.61	0.00	1,066.61
Payment Number 1220401 Payment Date 10/31/25			Vendor 34032				FIRST RESPONDERS WELLNESS	Status Issued	
34032	27691		IX	100	11/23/25		610.00	0.00	610.00
			*** Payment Total				610.00	0.00	610.00
Payment Number 1220402 Payment Date 10/31/25			Vendor 46723				FRESENIUS MEDICAL SERVICE OF	Status Issued	
46723	SRN244374129		IX	100	11/23/25		375.08	0.00	375.08
46723	SRN246829292		IX	100	11/23/25		5,200.00	0.00	5,200.00
46723	SRN246834210		IX	100	11/23/25		4,000.00	0.00	4,000.00
46723	SRN246839529		IX	100	11/23/25		4,400.00	0.00	4,400.00
46723	SRN247247045		IX	100	11/23/25		1,766.47	0.00	1,766.47
			*** Payment Total				15,741.55	0.00	15,741.55
Payment Number 1220403 Payment Date 10/31/25			Vendor 39600				GLOBAL INDUSTRIAL	Status Issued	
39600	123756806		IX	100	11/21/25		6,280.45	0.00	6,280.45
			*** Payment Total				6,280.45	0.00	6,280.45
Payment Number 1220404 Payment Date 10/31/25			Vendor 28460				GOTO TECHNOLOGIES USA, INC	Status Issued	
28460	1209456144		IX	100	11/26/25		617.00	0.00	617.00
			*** Payment Total				617.00	0.00	617.00
Payment Number 1220405 Payment Date 10/31/25			Vendor 27954				GROOT, INC	Status Issued	
27954	15087185T106A		IX	100	10/31/25		28.53	0.00	28.53
			*** Payment Total				28.53	0.00	28.53
Payment Number 1220406 Payment Date 10/31/25			Vendor 41798				GUTIERREZ, CARMEN	Status Issued	
41798	EXP20251019		IX	100	10/29/25		8.12	0.00	8.12
			*** Payment Total				8.12	0.00	8.12
Payment Number 1220407 Payment Date 10/31/25			Vendor 39211				HAMEED, SANA	Status Issued	
39211	TRV20251020		IX	100	11/19/25		774.25	0.00	774.25
			*** Payment Total				774.25	0.00	774.25
Payment Number 1220408 Payment Date 10/31/25			Vendor 19276				HENRY SCHEIN, INC	Status Issued	
19276	47758865		IX	100	11/02/25		690.00	0.00	690.00
19276	48274111		IX	100	11/15/25		3,694.37	0.00	3,694.37
			*** Payment Total				4,384.37	0.00	4,384.37
Payment Number 1220409 Payment Date 10/31/25			Vendor 10366				HINCKLEY SPRINGS	Status Issued	
10366	14458179 102525		IX	100	11/24/25		218.85	0.00	218.85
			*** Payment Total				218.85	0.00	218.85
Payment Number 1220410 Payment Date 10/31/25			Vendor 11811				IASA DUPAGE DIVISION	Status Issued	
11811	QUIRK 102825		IX	100	11/27/25		150.00	0.00	150.00
			*** Payment Total				150.00	0.00	150.00
Payment Number 1220411 Payment Date 10/31/25			Vendor 19150				IL OFFICE OF THE STATE	Status Issued	

Payment Date Range 10/31/25 thru 10/31/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220411 Payment Date 10/31/25		Vendor 19150	IL OFFICE OF THE STATE					Status Issued	
19150	10001469		IX	100	11/07/25		70.00	0.00	70.00
			*** Payment Total				70.00	0.00	70.00
Payment Number 1220412 Payment Date 10/31/25		Vendor 10241	ILLINOIS TOLLWAY					Status Issued	
10241	G123000008005		IX	100	11/05/25		5.30	0.00	5.30
			*** Payment Total				5.30	0.00	5.30
Payment Number 1220413 Payment Date 10/31/25		Vendor 10809	INSIGHT PUBLIC SECTOR INC					Status Issued	
10809	1101323035		IX	100	11/13/25		4,453.16	0.00	4,453.16
10809	1101324379		IX	100	11/18/25		286.90	0.00	286.90
10809	1101327342		IX	100	11/21/25		33,792.00	0.00	33,792.00
			*** Payment Total				38,532.06	0.00	38,532.06
Payment Number 1220414 Payment Date 10/31/25		Vendor 12677	INTERSTATE POWER SYSTEMS INC					Status Issued	
12677	R042052747:01		IX	100	11/08/25		775.00	0.00	775.00
12677	R042053429:01		IX	100	11/08/25		775.00	0.00	775.00
12677	R042053430:01		IX	100	11/08/25		775.00	0.00	775.00
			*** Payment Total				2,325.00	0.00	2,325.00
Payment Number 1220415 Payment Date 10/31/25		Vendor 10250	JOHNSON CONTROLS					Status Issued	
10250	1-136584509361		IX	100	11/08/25		2,272.33	0.00	2,272.33
			*** Payment Total				2,272.33	0.00	2,272.33
Payment Number 1220416 Payment Date 10/31/25		Vendor 41803	JOHNSTONE, IAN					Status Issued	
41803	TRV20251014		IX	100	10/28/25		162.20	0.00	162.20
			*** Payment Total				162.20	0.00	162.20
Payment Number 1220417 Payment Date 10/31/25		Vendor 38421	KEEGAN, EILEEN					Status Issued	
38421	TRV20251020		IX	100	10/27/25		769.22	0.00	769.22
			*** Payment Total				769.22	0.00	769.22
Payment Number 1220418 Payment Date 10/31/25		Vendor 25832	KINSEY & KINSEY INC					Status Issued	
25832	INV55402		IX	100	11/14/25		2,450.00	0.00	2,450.00
			*** Payment Total				2,450.00	0.00	2,450.00
Payment Number 1220419 Payment Date 10/31/25		Vendor 29421	KOMPERDA, TARA					Status Issued	
29421	2021CF1394 08102023		IX	100	10/29/25		16.00	0.00	16.00
			*** Payment Total				16.00	0.00	16.00
Payment Number 1220420 Payment Date 10/31/25		Vendor 11692	LANGUAGE LINE SERVICES					Status Issued	
11692	11737583		IX	100	10/29/25		360.00	0.00	360.00
			*** Payment Total				360.00	0.00	360.00
Payment Number 1220421 Payment Date 10/31/25		Vendor 27831	MARSH & MCLENNAN AGENCY, LLC					Status Issued	
27831	38817		IX	100	11/13/25		50,000.00	0.00	50,000.00
			*** Payment Total				50,000.00	0.00	50,000.00
Payment Number 1220422 Payment Date 10/31/25		Vendor 10139	MCMASTER-CARR					Status Issued	

Payment Date Range 10/31/25 thru 10/31/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220422 Payment Date 10/31/25		Vendor 10139	MCMASTER-CARR					Status Issued	
10139	53682192		IX	100	11/13/25		77.19	0.00	77.19
			*** Payment Total				77.19	0.00	77.19
Payment Number 1220423 Payment Date 10/31/25		Vendor 10851	MENARDS - GLENDALE HEIGHTS					Status Issued	
10851	58642		IX	100	08/28/25		435.95	0.00	435.95
			*** Payment Total				435.95	0.00	435.95
Payment Number 1220424 Payment Date 10/31/25		Vendor 44525	MOHR OIL COMPANY					Status Issued	
44525	454462B		IX	100	10/17/25		49.10	0.00	49.10
44525	454463B		IX	100	10/17/25		23.10	0.00	23.10
			*** Payment Total				72.20	0.00	72.20
Payment Number 1220425 Payment Date 10/31/25		Vendor 45858	MOLZAHN, DAVID					Status Issued	
45858	007		IX	100	11/26/25		1,000.00	0.00	1,000.00
			*** Payment Total				1,000.00	0.00	1,000.00
Payment Number 1220426 Payment Date 10/31/25		Vendor 41414	NATIONAL POLICE SUPPLY					Status Issued	
41414	11010		IX	100	11/06/25		453.25	0.00	453.25
			*** Payment Total				453.25	0.00	453.25
Payment Number 1220427 Payment Date 10/31/25		Vendor 10057	NICOR GAS					Status Issued	
10057	67973210007 100125		IX	100	10/31/25		16,868.73	0.00	16,868.73
			*** Payment Total				16,868.73	0.00	16,868.73
Payment Number 1220428 Payment Date 10/31/25		Vendor 39549	ODP BUSINESS SOLUTIONS, LLC					Status Issued	
39549	436442601001		IX	100	09/17/25		115.56	0.00	115.56
39549	438267513001		IX	100	10/16/25		32.99	0.00	32.99
39549	440683116001		IX	100	10/16/25		179.37	0.00	179.37
39549	440683121001		IX	100	10/16/25		75.96	0.00	75.96
39549	441619402001		IX	100	10/24/25		70.39	0.00	70.39
39549	441619541001		IX	100	10/26/25		185.48	0.00	185.48
39549	441619542001		IX	100	10/24/25		378.38	0.00	378.38
39549	442962372001		IX	100	11/07/25		42.13	0.00	42.13
			*** Payment Total				1,080.26	0.00	1,080.26
Payment Number 1220429 Payment Date 10/31/25		Vendor 29508	OKUNSKAYA, TATIANA					Status Issued	
29508	2025 #124		IX	100	11/27/25		340.86	0.00	340.86
			*** Payment Total				340.86	0.00	340.86
Payment Number 1220430 Payment Date 10/31/25		Vendor 18715	PETERS, EVELYN G					Status Issued	
18715	TRV20251020		IX	100	11/19/25		653.97	0.00	653.97
			*** Payment Total				653.97	0.00	653.97
Payment Number 1220431 Payment Date 10/31/25		Vendor 32407	PHYSICIANS IMMEDIATE CARE					Status Issued	
32407	4477587		IX	100	10/09/25		202.00	0.00	202.00
			*** Payment Total				202.00	0.00	202.00
Payment Number 1220432 Payment Date 10/31/25		Vendor 11950	PROGRESSIVE COMMUNICATIONS INC					Status Issued	

Payment Date Range 10/31/25 thru 10/31/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220432 Payment Date 10/31/25			Vendor 11950				PROGRESSIVE COMMUNICATIONS INC	Status Issued	
11950	28809		IX	100	11/20/25		476.00	0.00	476.00
			*** Payment Total				476.00	0.00	476.00
Payment Number 1220433 Payment Date 10/31/25			Vendor 11145				RAY O'HERRON CO INC	Status Issued	
11145	2425373		IX	100	08/30/25		117.96	0.00	117.96
11145	2440240		IX	100	11/19/25		10,460.95	0.00	10,460.95
11145	2440978		IX	100	11/22/25		31.62	0.00	31.62
11145	2440980		IX	100	11/22/25		31.62	0.00	31.62
11145	2440997		IX	100	11/22/25		2,568.00	0.00	2,568.00
11145	2441136		IX	100	11/23/25		176.76	0.00	176.76
11145	2441242		IX	100	11/23/25		1,056.00	0.00	1,056.00
11145	2441460		IX	100	11/26/25		36.40	0.00	36.40
11145	2441527		IX	100	11/26/25		189.58	0.00	189.58
11145	2441528		IX	100	11/26/25		137.67	0.00	137.67
11145	2441529		IX	100	11/26/25		83.29	0.00	83.29
11145	2441530		IX	100	11/26/25		54.44	0.00	54.44
11145	2441574		IX	100	11/26/25		1,433.49	0.00	1,433.49
11145	2441582		IX	100	11/26/25		197.18	0.00	197.18
			*** Payment Total				16,574.96	0.00	16,574.96
Payment Number 1220434 Payment Date 10/31/25			Vendor 23885				RICHELIEU AMERICA LTD	Status Issued	
23885	PR12602		IX	100	11/13/25		94.39	0.00	94.39
			*** Payment Total				94.39	0.00	94.39
Payment Number 1220435 Payment Date 10/31/25			Vendor 43072				ROSE, EDWARD	Status Issued	
43072	TRV20251018		IX	100	10/29/25		1,578.83	0.00	1,578.83
			*** Payment Total				1,578.83	0.00	1,578.83
Payment Number 1220436 Payment Date 10/31/25			Vendor 24388				STANISLAUS, ANGELINE MD	Status Issued	
24388	101725		IX	100	11/16/25		1,912.50	0.00	1,912.50
			*** Payment Total				1,912.50	0.00	1,912.50
Payment Number 1220437 Payment Date 10/31/25			Vendor 32899				STATEWIDE PUBLISHING, LLC	Status Issued	
32899	958342-20		IX	100	10/31/25		90.00	0.00	90.00
32899	958922-20		IX	100	11/21/25		90.00	0.00	90.00
			*** Payment Total				180.00	0.00	180.00
Payment Number 1220438 Payment Date 10/31/25			Vendor 40928				STREICHER'S, INC.	Status Issued	
40928	I1789744		IX	100	11/20/25		1,470.00	0.00	1,470.00
40928	I1790236		IX	100	11/22/25		1,396.25	0.00	1,396.25
40928	I1790237		IX	100	11/22/25		1,396.25	0.00	1,396.25
40928	I1790238		IX	100	11/22/25		1,396.25	0.00	1,396.25
			*** Payment Total				5,658.75	0.00	5,658.75
Payment Number 1220439 Payment Date 10/31/25			Vendor 30382				T-MOBILE	Status Issued	
30382	997219076 100625		IX	100	11/05/25		1,246.80	0.00	1,246.80
			*** Payment Total				1,246.80	0.00	1,246.80

Payment Date Range 10/31/25 thru 10/31/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220440 Payment Date 10/31/25			Vendor 10797				THE SHERWIN-WILLIAMS CO	Status Issued	
10797	6281-9		IX	100	11/05/25		104.52	0.00	104.52
			*** Payment Total				104.52	0.00	104.52
Payment Number 1220441 Payment Date 10/31/25			Vendor 32034				TIRANNO LLC	Status Issued	
32034	11 102725		IX	100	11/26/25		5,579.16	0.00	5,579.16
			*** Payment Total				5,579.16	0.00	5,579.16
Payment Number 1220442 Payment Date 10/31/25			Vendor 10180				TRANE US INC	Status Issued	
10180	315702456		IX	100	11/03/25		11,275.10	0.00	11,275.10
			*** Payment Total				11,275.10	0.00	11,275.10
Payment Number 1220443 Payment Date 10/31/25			Vendor 12273				UNITED RADIO COMMUNICATIONS	Status Issued	
12273	103006167-1		IX	100	01/15/23		250.00	0.00	250.00
			*** Payment Total				250.00	0.00	250.00
Payment Number 1220444 Payment Date 10/31/25			Vendor 31643				VICTORY SUPPLY LLC	Status Issued	
31643	INV121219		IX	100	11/22/25		560.25	0.00	560.25
			*** Payment Total				560.25	0.00	560.25
Payment Number 1220445 Payment Date 10/31/25			Vendor 20308				VILLAGE OF WOODRIDGE	Status Issued	
20308	4443		IX	100	11/06/25		650.00	0.00	650.00
			*** Payment Total				650.00	0.00	650.00
Payment Number 1220446 Payment Date 10/31/25			Vendor 10989				WATER ONE	Status Issued	
10989	42651TO		IX	100	11/26/25		50.45	0.00	50.45
			*** Payment Total				50.45	0.00	50.45
Payment Number 1220447 Payment Date 10/31/25			Vendor 37738				WHITE, WILLIAM F	Status Issued	
37738	TRV20251020		IX	100	10/27/25		525.20	0.00	525.20
			*** Payment Total				525.20	0.00	525.20
		*** Payment Code CHK Total					310,145.92	0.00	310,145.92
			Payment Count				78		
		*** Cash Code 1414 Total					363,238.48	0.00	363,238.48
			Payment Count				99		
	*** Pay Group 1000 USD Total						363,238.48	0.00	363,238.48
			Payment Count				99		

AP255 Date: 10/31/25 JOB SUBMISSION PARAMETERS
Time: 11:28

User Name: DP\FNAXE
Job Name: PMTHISTORY
Step Nbr: 2

Pay Group: 1100
Cash Code: 1414 Class C Accounts Payable

Payment Date: 103125 - 103125
Payment Numbers: -
Payment Code:

Bank Account Payment History

AP255 Date 10/31/25 Pay Group 1100 GENERAL GOVERNMENT PAY GROUP USD Page 1
Time 11:29 Bank Account Payment History

Payment Date Range 10/31/25 thru 10/31/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 537512 Payment Date 10/31/25			Vendor 10549		RED WING BUSINESS ADVANTAGE		Status Issued		
10549	045ST1-1922369		IX	170	10/31/25		169.99	0.00	169.99
10549	045ST1-200413		IX	170	06/14/25		200.00-	0.00	200.00-
10549	045ST1-230803		IX	170	07/10/25		200.00	0.00	200.00
		*** Payment Total					169.99	0.00	169.99
Payment Number 537513 Payment Date 10/31/25			Vendor 26311		WIGHT CONSTRUCTION SERVICES		Status Issued		
26311	240025-12		IX	105	09/30/25		107,642.96	0.00	107,642.96
		*** Payment Total					107,642.96	0.00	107,642.96
		*** Payment Code ACH Total					107,812.95	0.00	107,812.95
		Payment Count					2		

Payment Date Range 10/31/25 thru 10/31/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220448 Payment Date 10/31/25 Vendor 43166 A SOUND BEGINNING CHICAGO, LLC Status Issued									
43166	0006		IX	120	10/30/25		1,350.00	0.00	1,350.00
			*** Payment Total				1,350.00	0.00	1,350.00
Payment Number 1220449 Payment Date 10/31/25 Vendor 44109 ALLIANT INSURANCE SERVICES INC Status Issued									
44109	3288979		IX	102	11/21/25		50.00	0.00	50.00
			*** Payment Total				50.00	0.00	50.00
Payment Number 1220450 Payment Date 10/31/25 Vendor 21996 ANIMAL CARE EQUIPMENT & SVCS Status Issued									
21996	137481A		IX	120	11/13/25		93.07	0.00	93.07
			*** Payment Total				93.07	0.00	93.07
Payment Number 1220451 Payment Date 10/31/25 Vendor 44919 APPEL, HARPER Status Issued									
44919	EXP20251013		IX	120	10/27/25		150.00	0.00	150.00
			*** Payment Total				150.00	0.00	150.00
Payment Number 1220452 Payment Date 10/31/25 Vendor 10009 AT&T MOBILITY Status Issued									
10009	287304391276X10082025		IX	105	10/30/25		94.83	0.00	94.83
			*** Payment Total				94.83	0.00	94.83
Payment Number 1220453 Payment Date 10/31/25 Vendor 30600 BOEHRINGER INGELHEIM ANIMAL Status Issued									
30600	6106132747		IX	120	11/08/25		39.79	0.00	39.79
			*** Payment Total				39.79	0.00	39.79
Payment Number 1220454 Payment Date 10/31/25 Vendor 11863 CINTAS #344 Status Issued									
11863	4247027667		IX	120	11/19/25		45.05	0.00	45.05
			*** Payment Total				45.05	0.00	45.05
Payment Number 1220455 Payment Date 10/31/25 Vendor 19949 DUPAGE COUNTY COLLECTOR Status Issued									
19949	04-01-202-020-2024		IX	170	10/02/25		877.73	0.00	877.73
19949	04-01-202-021-2024		IX	170	10/02/25		745.64	0.00	745.64
19949	04-01-202-022-2024		IX	170	10/02/25		745.64	0.00	745.64
19949	04-01-202-023-2024		IX	170	10/02/25		730.88	0.00	730.88
			*** Payment Total				3,099.89	0.00	3,099.89
Payment Number 1220456 Payment Date 10/31/25 Vendor 12225 IDEXX DISTRIBUTION INC Status Issued									
12225	1347100925		IX	120	10/30/25		300.76	0.00	300.76
			*** Payment Total				300.76	0.00	300.76
Payment Number 1220457 Payment Date 10/31/25 Vendor 39113 IMAGING ESSENTIALS, INC. Status Issued									
39113	CONTINV014321		IX	170	11/16/25		1,629.00	0.00	1,629.00
			*** Payment Total				1,629.00	0.00	1,629.00
Payment Number 1220458 Payment Date 10/31/25 Vendor 21862 MCAVOY, DANIELLE Status Issued									
21862	EXP20251007		IX	120	10/27/25		150.00	0.00	150.00
			*** Payment Total				150.00	0.00	150.00
Payment Number 1220459 Payment Date 10/31/25 Vendor 32531 MOMKUS, LLC Status Issued									
32531	227618		IX	102	11/15/25		171.50	0.00	171.50

Payment Date Range 10/31/25 thru 10/31/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220459 Payment Date 10/31/25			Vendor 32531				MOMKUS, LLC	Status Issued	
			*** Payment Total				171.50	0.00	171.50
Payment Number 1220460 Payment Date 10/31/25			Vendor 14167				NORTHERN ILLINOIS ELEVATOR	Status Issued	
14167	1966		IX	170	04/26/25		15.00	0.00	15.00
14167	2032		IX	170	11/19/25		15.00	0.00	15.00
14167	2033		IX	170	11/19/25		15.00	0.00	15.00
14167	2034		IX	170	11/20/25		2,400.00	0.00	2,400.00
			*** Payment Total				2,445.00	0.00	2,445.00
Payment Number 1220461 Payment Date 10/31/25			Vendor 10369				PADDOCK PUBLICATIONS INC	Status Issued	
10369	354201		IX	170	11/13/25		154.10	0.00	154.10
			*** Payment Total				154.10	0.00	154.10
Payment Number 1220462 Payment Date 10/31/25			Vendor 45652				PETSCRIPT, INC	Status Issued	
45652	INV-92832		IX	120	11/14/25		50.81	0.00	50.81
			*** Payment Total				50.81	0.00	50.81
Payment Number 1220463 Payment Date 10/31/25			Vendor 45642				SPECIALTY VETERINARY PHARMACY	Status Issued	
45642	S1550715		IX	120	11/12/25		215.34	0.00	215.34
			*** Payment Total				215.34	0.00	215.34
Payment Number 1220464 Payment Date 10/31/25			Vendor 10065				SUBURBAN BUILDING	Status Issued	
10065	1042		IX	170	11/21/25		210.00	0.00	210.00
			*** Payment Total				210.00	0.00	210.00
Payment Number 1220465 Payment Date 10/31/25			Vendor 45212				TVRDIK, KRISTIN	Status Issued	
45212	EXP20250928		IX	120	10/28/25		150.00	0.00	150.00
			*** Payment Total				150.00	0.00	150.00
Payment Number 1220466 Payment Date 10/31/25			Vendor 11173				VERITEXT	Status Issued	
11173	8490284		IX	102	08/21/25		1,655.55	0.00	1,655.55
11173	8713984		IX	170	11/25/25		373.75	0.00	373.75
			*** Payment Total				2,029.30	0.00	2,029.30
Payment Number 1220467 Payment Date 10/31/25			Vendor 26603				ZOETIS US LLC	Status Issued	
26603	9029513544		IX	120	11/05/25		539.00	0.00	539.00
26603	9029537487		IX	120	11/06/25		531.17	0.00	531.17
26603	9029631346		IX	120	11/13/25		476.18	0.00	476.18
			*** Payment Total				1,546.35	0.00	1,546.35
		*** Payment Code CHK Total					13,974.79	0.00	13,974.79
		Payment Count					20		
		*** Cash Code 1414 Total					121,787.74	0.00	121,787.74
		Payment Count					22		

*** Pay Group 1100 USD Total	121,787.74	0.00	121,787.74
Payment Count	22		

AP255 Date: 10/31/25 JOB SUBMISSION PARAMETERS
Time: 11:29

User Name: DP\FNAXE
Job Name: PMTHISTORY
Step Nbr: 3

Pay Group: 1200
Cash Code: 1414 Class C Accounts Payable

Payment Date: 103125 - 103125
Payment Numbers: -
Payment Code:

Bank Account Payment History

Payment Date Range 10/31/25 thru 10/31/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 537514 Payment Date 10/31/25			Vendor 10674		AIRGAS USA			Status Issued	
10674	9166117823		IX	100	11/22/25		351.00	0.00	351.00
10674	9166249269		IX	100	11/27/25		351.00	0.00	351.00
			*** Payment Total				702.00	0.00	702.00
Payment Number 537515 Payment Date 10/31/25			Vendor 26753		AMAZON CAPITAL SERVICES			Status Issued	
26753	1D3Q-9YM3-D6ND		IX	100	11/26/25		132.99	0.00	132.99
26753	1FGX-Q4TN-9NL3		IX	100	11/28/25		53.52	0.00	53.52
26753	1FHF-T9QK-YYKR		IX	100	11/08/25		54.58	0.00	54.58
26753	1ML6-MGT6-HXQN		IX	100	11/27/25		65.12	0.00	65.12
26753	1R1J-VH4K-GFG7		IX	100	11/26/25		120.70	0.00	120.70
26753	1X7C-D3YK-HLLX		IX	100	11/26/25		13.99	0.00	13.99
			*** Payment Total				440.90	0.00	440.90
Payment Number 537516 Payment Date 10/31/25			Vendor 37419		NOVASTAFF HEALTHCARE SERVICES			Status Issued	
37419	NS65184		IX	100	11/08/25		10,393.00	0.00	10,393.00
			*** Payment Total				10,393.00	0.00	10,393.00
			*** Payment Code ACH Total				11,535.90	0.00	11,535.90
			Payment Count				3		

Payment Date Range 10/31/25 thru 10/31/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220468 Payment Date 10/31/25		Vendor 29893	AIRDO WERWAS, LLC					Status Issued	
29893	205-0008-45362		IX	100	11/05/25		1,672.93	0.00	1,672.93
			*** Payment Total				1,672.93	0.00	1,672.93
Payment Number 1220469 Payment Date 10/31/25		Vendor 38093	ALPHA BAKING COMPANY					Status Issued	
38093	250010298015		IX	100	11/24/25		257.52	0.00	257.52
38093	250010300012		IX	100	11/26/25		146.42	0.00	146.42
38093	250010301024		IX	100	11/27/25		209.64	0.00	209.64
			*** Payment Total				613.58	0.00	613.58
Payment Number 1220470 Payment Date 10/31/25		Vendor 46700	BUTLER, ELIZABETH					Status Issued	
46700	EXP20251008		IX	100	10/30/25		60.00	0.00	60.00
			*** Payment Total				60.00	0.00	60.00
Payment Number 1220471 Payment Date 10/31/25		Vendor 29912	CAPINPIN, RUBEN S					Status Issued	
29912	EXP20250830		IX	100	10/29/25		50.00	0.00	50.00
			*** Payment Total				50.00	0.00	50.00
Payment Number 1220472 Payment Date 10/31/25		Vendor 18417	COBLENTZ, SUSAN					Status Issued	
18417	EXP20251027		IX	100	11/26/25		127.98	0.00	127.98
			*** Payment Total				127.98	0.00	127.98
Payment Number 1220473 Payment Date 10/31/25		Vendor 32718	HCS					Status Issued	
32718	102925		IX	100	11/28/25		340.00	0.00	340.00
			*** Payment Total				340.00	0.00	340.00
Payment Number 1220474 Payment Date 10/31/25		Vendor 45491	JOSHI, DAXABEN					Status Issued	
45491	EXP20251016		IX	100	10/29/25		50.00	0.00	50.00
			*** Payment Total				50.00	0.00	50.00
Payment Number 1220475 Payment Date 10/31/25		Vendor 47202	JOSHI, JYOTI					Status Issued	
47202	EXP20251028		IX	100	10/31/25		50.00	0.00	50.00
			*** Payment Total				50.00	0.00	50.00
Payment Number 1220476 Payment Date 10/31/25		Vendor 38737	KLIMEK, JONATHAN A					Status Issued	
38737	EXP20251024		IX	100	10/27/25		77.21	0.00	77.21
			*** Payment Total				77.21	0.00	77.21
Payment Number 1220477 Payment Date 10/31/25		Vendor 18369	MADERAZO, RACHELLE					Status Issued	
18369	EXP20251022		IX	100	11/21/25		50.00	0.00	50.00
			*** Payment Total				50.00	0.00	50.00
Payment Number 1220478 Payment Date 10/31/25		Vendor 10299	MEDLINE INDUSTRIES INC					Status Issued	
10299	2395703795		IX	100	11/27/25		2,774.38	0.00	2,774.38
			*** Payment Total				2,774.38	0.00	2,774.38
Payment Number 1220479 Payment Date 10/31/25		Vendor 39549	ODP BUSINESS SOLUTIONS, LLC					Status Issued	
39549	443724967001		IX	100	11/09/25		49.38	0.00	49.38

Payment Date Range 10/31/25 thru 10/31/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220479 Payment Date 10/31/25		Vendor 39549				ODP BUSINESS SOLUTIONS, LLC		Status Issued	
		*** Payment Total					49.38	0.00	49.38
Payment Number 1220480 Payment Date 10/31/25		Vendor 30285				PATEL, HANSABEN R		Status Issued	
30285	EXP20251018		IX	100	10/29/25		50.00	0.00	50.00
		*** Payment Total					50.00	0.00	50.00
Payment Number 1220481 Payment Date 10/31/25		Vendor 18565				PATEL, INDUBEN T		Status Issued	
18565	EXP20251026		IX	100	11/25/25		50.00	0.00	50.00
		*** Payment Total					50.00	0.00	50.00
Payment Number 1220482 Payment Date 10/31/25		Vendor 38749				PERFORMANCE FOODSERVICE		Status Issued	
38749	6054330		IX	100	11/22/25		794.56	0.00	794.56
38749	6054331		IX	100	11/22/25		1,284.61	0.00	1,284.61
38749	6058075		IX	100	11/27/25		721.94	0.00	721.94
		*** Payment Total					2,801.11	0.00	2,801.11
Payment Number 1220483 Payment Date 10/31/25		Vendor 11689				POSITIVE PROMOTIONS INC		Status Issued	
11689	07648424		IX	100	11/23/25		195.82	0.00	195.82
		*** Payment Total					195.82	0.00	195.82
Payment Number 1220484 Payment Date 10/31/25		Vendor 11409				PROFESSIONAL MEDICAL INC		Status Issued	
11409	2574442		IX	100	11/23/25		1,558.22	0.00	1,558.22
		*** Payment Total					1,558.22	0.00	1,558.22
Payment Number 1220485 Payment Date 10/31/25		Vendor 30134				PTS COMMUNICATIONS		Status Issued	
30134	2147813		IX	100	11/22/25		75.00	0.00	75.00
		*** Payment Total					75.00	0.00	75.00
Payment Number 1220486 Payment Date 10/31/25		Vendor 34012				REDSAIL TECHNOLOGIES, LLC		Status Issued	
34012	RSTSCI-221789		IX	100	11/12/25		276.40	0.00	276.40
		*** Payment Total					276.40	0.00	276.40
Payment Number 1220487 Payment Date 10/31/25		Vendor 10750				STERICYCLE INC		Status Issued	
10750	8012162332		IX	100	10/30/25		178.88	0.00	178.88
		*** Payment Total					178.88	0.00	178.88
Payment Number 1220488 Payment Date 10/31/25		Vendor 10555				SYSCO FOOD SERVICES-CHICAGO		Status Issued	
10555	824737311		IX	100	11/22/25		497.20	0.00	497.20
10555	824737312		IX	100	11/22/25		3,588.04	0.00	3,588.04
10555	824737313		IX	100	11/22/25		825.86	0.00	825.86
10555	824737314		IX	100	11/22/25		45.36	0.00	45.36
10555	824737315		IX	100	11/22/25		130.37	0.00	130.37
10555	824737316		IX	100	11/22/25		182.16	0.00	182.16
10555	824737317		IX	100	11/22/25		298.90	0.00	298.90
10555	824737318		IX	100	11/22/25		26.82	0.00	26.82
10555	824737321		IX	100	11/22/25		62.04	0.00	62.04
10555	824746963		IX	100	11/26/25		81.42	0.00	81.42
10555	824746965		IX	100	11/26/25		2,630.67	0.00	2,630.67

AP255 Date 10/31/25 Pay Group 1200 HEALTH AND WELFARE PAY GROUP USD Page 4
Time 11:29 Bank Account Payment History

Payment Date Range 10/31/25 thru 10/31/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220488 Payment Date 10/31/25			Vendor 10555				SYSCO FOOD SERVICES-CHICAGO	Status Issued	
10555	824746966		IX	100	11/26/25		179.07	0.00	179.07
10555	824746967		IX	100	11/26/25		67.89	0.00	67.89
10555	824746968		IX	100	11/26/25		132.58	0.00	132.58
10555	824746969		IX	100	11/26/25		3,893.49	0.00	3,893.49
10555	824746970		IX	100	11/26/25		53.28	0.00	53.28
10555	824746971		IX	100	11/26/25		114.02	0.00	114.02
10555	824746972		IX	100	11/26/25		407.64	0.00	407.64
10555	824746973		IX	100	11/26/25		255.62	0.00	255.62
10555	824746974		IX	100	11/26/25		271.83	0.00	271.83
10555	824746975		IX	100	11/26/25		117.41	0.00	117.41
10555	824749100		IX	100	11/27/25		60.00	0.00	60.00
10555	824749894		IX	100	11/27/25		278.04	0.00	278.04
			*** Payment Total				14,199.71	0.00	14,199.71
Payment Number 1220489 Payment Date 10/31/25			Vendor 29088				THE AMERICAN BOTTLING COMPANY	Status Issued	
29088	4655815000		IX	100	11/20/25		444.40	0.00	444.40
			*** Payment Total				444.40	0.00	444.40
Payment Number 1220490 Payment Date 10/31/25			Vendor 14000				THE FITNESS CONNECTION	Status Issued	
14000	58924		IX	100	11/27/25		325.00	0.00	325.00
			*** Payment Total				325.00	0.00	325.00
Payment Number 1220491 Payment Date 10/31/25			Vendor 36322				UNIPAK CORP	Status Issued	
36322	27940		IX	100	11/28/25		10,645.00	0.00	10,645.00
			*** Payment Total				10,645.00	0.00	10,645.00
Payment Number 1220492 Payment Date 10/31/25			Vendor 45925				WATSON, COURTNEY	Status Issued	
45925	MIL20250917		IX	100	10/24/25		27.65	0.00	27.65
			*** Payment Total				27.65	0.00	27.65
		*** Payment Code CHK Total					36,742.65	0.00	36,742.65
		Payment Count					25		
		*** Cash Code 1414 Total					48,278.55	0.00	48,278.55
		Payment Count					28		
		*** Pay Group 1200 USD Total					48,278.55	0.00	48,278.55
		Payment Count					28		

AP255 Date: 10/31/25 JOB SUBMISSION PARAMETERS
Time: 11:29

User Name: DP\FNAXE
Job Name: PMTHISTORY
Step Nbr: 4

Pay Group: 1300
Cash Code: 1414 Class C Accounts Payable

Payment Date: 103125 - 103125
Payment Numbers: -
Payment Code:

Bank Account Payment History

Payment Date Range 10/31/25 thru 10/31/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 537517 Payment Date 10/31/25		Vendor 26753			AMAZON CAPITAL SERVICES			Status Issued	
26753	1P4N-GPXJ-FGHX		IX	120	10/22/25		37.99	0.00	37.99
			*** Payment Total				37.99	0.00	37.99
			*** Payment Code ACH Total				37.99	0.00	37.99
			Payment Count				1		

Payment Date Range 10/31/25 thru 10/31/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220493 Payment Date 10/31/25 Vendor 20808 COLLINS, RAY Status Issued									
20808	25-23B		IX	103	11/21/25		1,360.00	0.00	1,360.00
			*** Payment Total				1,360.00	0.00	1,360.00
Payment Number 1220494 Payment Date 10/31/25 Vendor 11869 INGRAM, VICTORIA E, PSY D Status Issued									
11869	25-23A		IX	103	11/21/25		680.00	0.00	680.00
			*** Payment Total				680.00	0.00	680.00
Payment Number 1220495 Payment Date 10/31/25 Vendor 39549 ODP BUSINESS SOLUTIONS, LLC Status Issued									
39549	431323773001		IX	120	11/12/25		178.59	0.00	178.59
			*** Payment Total				178.59	0.00	178.59
		*** Payment Code CHK Total					2,218.59	0.00	2,218.59
			Payment Count				3		
		*** Cash Code 1414 Total					2,256.58	0.00	2,256.58
			Payment Count				4		
		*** Pay Group 1300 USD Total					2,256.58	0.00	2,256.58
			Payment Count				4		

AP255 Date: 10/31/25 JOB SUBMISSION PARAMETERS
Time: 11:30

User Name: DP\FNAXE
Job Name: PMTHISTORY
Step Nbr: 5

Pay Group: 1400
Cash Code: 1414 Class C Accounts Payable

Payment Date: 103125 - 103125
Payment Numbers: -
Payment Code:

Bank Account Payment History

Payment Date Range 10/31/25 thru 10/31/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 537518 Payment Date 10/31/25 Vendor 39536 KAPPAS, VICTORIA Status Issued									
39536	EXP20251022		IX	104	10/24/25		36.88	0.00	36.88
			*** Payment Total				36.88	0.00	36.88
Payment Number 537519 Payment Date 10/31/25 Vendor 18630 NIX, DAVID J Status Issued									
18630	TRV20250928		IX	131	10/15/25		1,420.02	0.00	1,420.02
			*** Payment Total				1,420.02	0.00	1,420.02
Payment Number 537520 Payment Date 10/31/25 Vendor 37546 RUIZ, JOHANA S Status Issued									
37546	TRV20251007		IX	130	10/17/25		712.75	0.00	712.75
			*** Payment Total				712.75	0.00	712.75
Payment Number 537521 Payment Date 10/31/25 Vendor 44522 TOSHIBA AMERICA BUSINESS Status Issued									
44522	6670819		IX	130	11/01/25		1,575.59	0.00	1,575.59
			*** Payment Total				1,575.59	0.00	1,575.59
			*** Payment Code ACH Total				3,745.24	0.00	3,745.24
			Payment Count				4		

Payment Date Range 10/31/25 thru 10/31/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220496 Payment Date 10/31/25			Vendor 10074				CITY OF WHEATON		Status Issued
10074	514178		IX	107	11/02/25		8.44	0.00	8.44
			*** Payment Total				8.44	0.00	8.44
Payment Number 1220497 Payment Date 10/31/25			Vendor 10366				HINCKLEY SPRINGS		Status Issued
10366	14457539 102525		IX	104	11/24/25		114.91	0.00	114.91
			*** Payment Total				114.91	0.00	114.91
Payment Number 1220498 Payment Date 10/31/25			Vendor 10382				IPCSA		Status Issued
10382	2224		IX	130	11/13/25		25.00	0.00	25.00
10382	2225		IX	130	11/14/25		25.00	0.00	25.00
10382	2234		IX	130	11/15/25		25.00	0.00	25.00
			*** Payment Total				75.00	0.00	75.00
Payment Number 1220499 Payment Date 10/31/25			Vendor 46380				SAVOR LINING INC		Status Issued
46380	202511-99806		IX	130	11/19/25		169.00	0.00	169.00
			*** Payment Total				169.00	0.00	169.00
		*** Payment Code CHK Total					367.35	0.00	367.35
			Payment Count				4		
		*** Cash Code 1414 Total					4,112.59	0.00	4,112.59
			Payment Count				8		
		*** Pay Group 1400 USD Total					4,112.59	0.00	4,112.59
			Payment Count				8		

AP255 Date: 10/31/25 JOB SUBMISSION PARAMETERS
Time: 11:30

User Name: DP\FNAXE
Job Name: PMTHISTORY
Step Nbr: 6

Pay Group: 1500
Cash Code: 1414 Class C Accounts Payable

Payment Date: 103125 - 103125
Payment Numbers: -
Payment Code:

AP255 Date 10/31/25 Pay Group 1500 HWY STREETS & BRIDGES PAY GRP USD Page 1
Time 11:30 Bank Account Payment History

Payment Date Range 10/31/25 thru 10/31/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 537522 Payment Date 10/31/25 Vendor 39597 LIGHTLE ENTERPRISES OF OHIO, Status Issued									
39597	17840	IX 100			11/06/25		112.50	0.00	112.50
		*** Payment Total					112.50	0.00	112.50
		*** Payment Code ACH Total					112.50	0.00	112.50
		Payment Count					1		

Payment Date Range 10/31/25 thru 10/31/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220500 Payment Date 10/31/25			Vendor 10023				COM ED	Status Issued	
10023	0272242000 101325		IX	100	11/12/25		225.93	0.00	225.93
10023	0910086000 101525		IX	100	11/14/25		57.11	0.00	57.11
10023	2206413000 101725		IX	100	11/16/25		56.86	0.00	56.86
10023	3246612000 101625		IX	100	11/15/25		74.91	0.00	74.91
10023	4504632222 101725		IX	100	11/16/25		75.87	0.00	75.87
10023	5087615000 101725		IX	100	11/16/25		78.17	0.00	78.17
10023	6212964000 101725		IX	100	11/16/25		64.26	0.00	64.26
10023	6872659000 102225		IX	100	11/21/25		242.05	0.00	242.05
10023	7212662000 101725		IX	100	11/16/25		56.99	0.00	56.99
10023	8286853000 101725		IX	100	11/16/25		34.46	0.00	34.46
		*** Payment Total					966.61	0.00	966.61
Payment Number 1220501 Payment Date 10/31/25			Vendor 11506				COMMERCIAL TIRE SERVICE - GH	Status Issued	
11506	2220097429		IX	100	11/05/25		780.00	0.00	780.00
		*** Payment Total					780.00	0.00	780.00
Payment Number 1220502 Payment Date 10/31/25			Vendor 11779				FASTENAL COMPANY	Status Issued	
11779	ILSOU192327		IX	100	10/30/25		116.67	0.00	116.67
11779	ILSOU192328		IX	100	10/31/25		635.25	0.00	635.25
		*** Payment Total					751.92	0.00	751.92
Payment Number 1220503 Payment Date 10/31/25			Vendor 24397				LAKESIDE INTERNATIONAL LLC	Status Issued	
24397	7298486P		IX	100	11/06/25		71.24	0.00	71.24
		*** Payment Total					71.24	0.00	71.24
Payment Number 1220504 Payment Date 10/31/25			Vendor 10232				VAISALA INC	Status Issued	
10232	HOLYTLTE-0001		IX	100	11/03/25		10,400.00	0.00	10,400.00
		*** Payment Total					10,400.00	0.00	10,400.00
		*** Payment Code CHK Total					12,969.77	0.00	12,969.77
		Payment Count					5		
		*** Cash Code 1414 Total					13,082.27	0.00	13,082.27
		Payment Count					6		
		*** Pay Group 1500 USD Total					13,082.27	0.00	13,082.27
		Payment Count					6		

AP255 Date: 10/31/25 JOB SUBMISSION PARAMETERS
Time: 11:30

User Name: DP\FNAXE
Job Name: PMTHISTORY
Step Nbr: 7

Pay Group: 1600
Cash Code: 1414 Class C Accounts Payable

Payment Date: 103125 - 103125
Payment Numbers: -
Payment Code:

AP255 Date 10/31/25 Pay Group 1600 CONSERV & RECREATION PAY GROUP USD Page 1
Time 11:30 Bank Account Payment History

Payment Date Range 10/31/25 thru 10/31/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 537523 Payment Date 10/31/25		Vendor 10802			V3 COMPANIES, LTD			Status Issued	
10802	10925254		IX	100	11/09/25		1,697.47	0.00	1,697.47
			*** Payment Total				1,697.47	0.00	1,697.47
			*** Payment Code ACH Total				1,697.47	0.00	1,697.47
			Payment Count				1		

Payment Date Range 10/31/25 thru 10/31/25

Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220505 Payment Date 10/31/25			Vendor 44540				A BLOCK MULCH & MARKETING LLC		Status Issued
44540	JA00024117		IX	100	10/18/25		40.00	0.00	40.00
44540	JA00024119		IX	100	10/18/25		40.00	0.00	40.00
		*** Payment Total					80.00	0.00	80.00
Payment Number 1220506 Payment Date 10/31/25			Vendor 10008				AT&T		Status Issued
10008	630653866210 2025		IX	100	11/21/25		59.07	0.00	59.07
10008	630963477310 2025		IX	100	11/18/25		55.82	0.00	55.82
10008	630963875110 2025		IX	100	11/18/25		95.16	0.00	95.16
10008	630963875210 2025		IX	100	11/18/25		103.68	0.00	103.68
10008	630963875410 2025		IX	100	11/18/25		83.65	0.00	83.65
		*** Payment Total					397.38	0.00	397.38
Payment Number 1220507 Payment Date 10/31/25			Vendor 12382				COMCAST		Status Issued
12382	253772517		IX	100	11/14/25		382.68	0.00	382.68
		*** Payment Total					382.68	0.00	382.68
Payment Number 1220508 Payment Date 10/31/25			Vendor 11219				HOME DEPOT CREDIT SERVICES		Status Issued
11219	1611834		IX	100	11/16/25		63.81	0.00	63.81
		*** Payment Total					63.81	0.00	63.81
Payment Number 1220509 Payment Date 10/31/25			Vendor 10098				NORTHERN ILLINOIS UNIVERSITY		Status Issued
10098	NAP009190		IX	100	11/07/25		2,540.00	0.00	2,540.00
		*** Payment Total					2,540.00	0.00	2,540.00
		*** Payment Code CHK Total					3,463.87	0.00	3,463.87
		Payment Count					5		
		*** Cash Code 1414 Total					5,161.34	0.00	5,161.34
		Payment Count					6		
		*** Pay Group 1600 USD Total					5,161.34	0.00	5,161.34
		Payment Count					6		

AP255 Date: 10/31/25 JOB SUBMISSION PARAMETERS
Time: 11:30

User Name: DP\FNAXE
Job Name: PMTHISTORY
Step Nbr: 8

Pay Group: 2000
Cash Code: 1414 Class C Accounts Payable

Payment Date: 103125 - 103125
Payment Numbers: -
Payment Code:

Bank Account Payment History

Payment Date Range 10/31/25 thru 10/31/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 537524 Payment Date 10/31/25			Vendor 26753		AMAZON CAPITAL SERVICES			Status Issued	
26753	1HNN-HP1R-LL3P		IX	100	11/16/25		198.99	0.00	198.99
26753	1K3L-KCWN-DGGJ		IX	100	11/19/25		131.04	0.00	131.04
26753	1QNV-7GK1-7H9C		IX	100	10/31/25		25.98	0.00	25.98
			*** Payment Total				356.01	0.00	356.01
Payment Number 537525 Payment Date 10/31/25			Vendor 10226		CITY OF DARIEN			Status Issued	
10226	EXP20251028		IX	100	11/27/25		1,610,133.46	0.00	1,610,133.46
			*** Payment Total				1,610,133.46	0.00	1,610,133.46
Payment Number 537526 Payment Date 10/31/25			Vendor 10549		RED WING BUSINESS ADVANTAGE			Status Issued	
10549	045ST1-2220086		IX	100	11/22/25		300.00	0.00	300.00
			*** Payment Total				300.00	0.00	300.00
		*** Payment Code ACH Total					1,610,789.47	0.00	1,610,789.47
		Payment Count					3		

Payment Date Range 10/31/25 thru 10/31/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220510 Payment Date 10/31/25		Vendor 12891	AUTOZONE INC					Status Issued	
12891	03555016857		IX	100	10/30/25		499.98	0.00	499.98
			*** Payment Total				499.98	0.00	499.98
Payment Number 1220511 Payment Date 10/31/25		Vendor 38747	BRICKWORKS SUPPLY LLC					Status Issued	
38747	1963076		IX	100	10/11/25		407.26	0.00	407.26
			*** Payment Total				407.26	0.00	407.26
Payment Number 1220512 Payment Date 10/31/25		Vendor 12382	COMCAST					Status Issued	
12382	877120121039612710232 5		IX	100	11/22/25		253.85	0.00	253.85
			*** Payment Total				253.85	0.00	253.85
Payment Number 1220513 Payment Date 10/31/25		Vendor 13986	ETP LABS INC					Status Issued	
13986	25-137981		IX	100	10/31/25		416.00	0.00	416.00
			*** Payment Total				416.00	0.00	416.00
Payment Number 1220514 Payment Date 10/31/25		Vendor 11196	FEDEX					Status Issued	
11196	9-047-07272		IX	100	11/28/25		71.39	0.00	71.39
			*** Payment Total				71.39	0.00	71.39
Payment Number 1220515 Payment Date 10/31/25		Vendor 10039	HACH COMPANY					Status Issued	
10039	14724105		IX	100	11/21/25		280.28	0.00	280.28
			*** Payment Total				280.28	0.00	280.28
Payment Number 1220516 Payment Date 10/31/25		Vendor 11812	HD SUPPLY FORMERLY HOME DEPOT					Status Issued	
11812	893280776		IX	100	10/11/25		1,426.87	0.00	1,426.87
			*** Payment Total				1,426.87	0.00	1,426.87
Payment Number 1220517 Payment Date 10/31/25		Vendor 27085	HINSDALE NURSERIES INC					Status Issued	
27085	1870728		IX	100	11/16/25		50.00	0.00	50.00
			*** Payment Total				50.00	0.00	50.00
Payment Number 1220518 Payment Date 10/31/25		Vendor 11546	KARDON ENTERPRISES INC					Status Issued	
11546	121180		IX	100	11/08/25		1,125.00	0.00	1,125.00
			*** Payment Total				1,125.00	0.00	1,125.00
Payment Number 1220519 Payment Date 10/31/25		Vendor 11219	HOME DEPOT CREDIT SERVICES					Status Issued	
11219	0174 0231 082825		IX	100	09/27/25		1,799.75	0.00	1,799.75
			*** Payment Total				1,799.75	0.00	1,799.75
Payment Number 1220520 Payment Date 10/31/25		Vendor 10986	INDEPENDENT BEARING INC					Status Issued	
10986	0014434-1		IX	100	10/29/25		275.61	0.00	275.61
10986	0014441		IX	100	10/30/25		466.43	0.00	466.43
			*** Payment Total				742.04	0.00	742.04
Payment Number 1220521 Payment Date 10/31/25		Vendor 39239	L.A. FASTENERS, INC					Status Issued	
39239	1-399528		IX	100	11/14/25		243.83	0.00	243.83
			*** Payment Total				243.83	0.00	243.83

Payment Date Range 10/31/25 thru 10/31/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220522 Payment Date 10/31/25		Vendor 10139	MCMASTER-CARR					Status Issued	
10139	53517816		IX	100	11/09/25		230.96	0.00	230.96
			*** Payment Total				230.96	0.00	230.96
Payment Number 1220523 Payment Date 10/31/25		Vendor 10851	MENARDS					Status Issued	
10851	93981		IX	100	11/21/25		66.83	0.00	66.83
			*** Payment Total				66.83	0.00	66.83
Payment Number 1220524 Payment Date 10/31/25		Vendor 11215	MID AMERICAN WATER INC					Status Issued	
11215	256990A		IX	100	11/08/25		889.92	0.00	889.92
			*** Payment Total				889.92	0.00	889.92
Payment Number 1220525 Payment Date 10/31/25		Vendor 38748	MIDWEST EQUIPMENT SALES LLC					Status Issued	
38748	INV-1892448		IX	100	10/18/25		3,306.00	0.00	3,306.00
			*** Payment Total				3,306.00	0.00	3,306.00
Payment Number 1220526 Payment Date 10/31/25		Vendor 10185	NEUCO INC					Status Issued	
10185	9077102		IX	100	11/08/25		322.00	0.00	322.00
			*** Payment Total				322.00	0.00	322.00
Payment Number 1220527 Payment Date 10/31/25		Vendor 10057	NICOR GAS					Status Issued	
10057	63185400007 102425		IX	100	11/23/25		96.97	0.00	96.97
			*** Payment Total				96.97	0.00	96.97
Payment Number 1220528 Payment Date 10/31/25		Vendor 43733	NORTHWEST LAWN & POWER					Status Issued	
43733	20809		IX	100	11/13/25		825.00	0.00	825.00
			*** Payment Total				825.00	0.00	825.00
Payment Number 1220529 Payment Date 10/31/25		Vendor 10070	PACKEY WEBB FORD					Status Issued	
10070	176139		IX	100	10/24/25		281.36	0.00	281.36
10070	C87111		IX	100	11/09/25		209.63	0.00	209.63
			*** Payment Total				490.99	0.00	490.99
Payment Number 1220530 Payment Date 10/31/25		Vendor 20894	PAYMENTUS GROUP INC					Status Issued	
20894	INV-15-169510		IX	100	10/30/25		568.70	0.00	568.70
			*** Payment Total				568.70	0.00	568.70
Payment Number 1220531 Payment Date 10/31/25		Vendor 39476	ROWELL CHEMICAL CORPORATION					Status Issued	
39476	1434330		IX	100	11/15/25		4,681.05	0.00	4,681.05
			*** Payment Total				4,681.05	0.00	4,681.05
Payment Number 1220532 Payment Date 10/31/25		Vendor 28185	SAFETY LANE INSPECTIONS INC					Status Issued	
28185	23835		IX	100	11/09/25		199.00	0.00	199.00
			*** Payment Total				199.00	0.00	199.00
Payment Number 1220533 Payment Date 10/31/25		Vendor 10797	SHERWIN-WILLIAMS CO					Status Issued	
10797	0194-3		IX	100	11/15/25		796.33	0.00	796.33
10797	0378-2		IX	100	11/22/25		593.17	0.00	593.17

AP255 Date 10/31/25 Pay Group 2000 PUBLIC WORKS PAY GROUP USD Page 4
Time 11:31 Bank Account Payment History

Payment Date Range 10/31/25 thru 10/31/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220533 Payment Date 10/31/25			Vendor 10797				SHERWIN-WILLIAMS CO		Status Issued
			*** Payment Total				1,389.50	0.00	1,389.50
Payment Number 1220534 Payment Date 10/31/25			Vendor 10597				VERIZON		Status Issued
10597	6124862084 PW		IX	100	10/31/25		797.29	0.00	797.29
			*** Payment Total				797.29	0.00	797.29
Payment Number 1220535 Payment Date 10/31/25			Vendor 41562				VILLAGE AUTOMOTIVE		Status Issued
41562	45119		IX	100	11/16/25		273.50	0.00	273.50
			*** Payment Total				273.50	0.00	273.50
Payment Number 1220536 Payment Date 10/31/25			Vendor 26490				VULCAN CONSTRUCTION MATERIALS		Status Issued
26490	4867683		IX	100	11/23/25		249.06	0.00	249.06
			*** Payment Total				249.06	0.00	249.06
Payment Number 1220537 Payment Date 10/31/25			Vendor 11976				WASTEBOX INC		Status Issued
11976	212953		IX	100	10/30/25		320.00	0.00	320.00
11976	213374		IX	100	11/12/25		320.00	0.00	320.00
			*** Payment Total				640.00	0.00	640.00
Payment Number 1220538 Payment Date 10/31/25			Vendor 10089				WATER PRODUCTS-AURORA		Status Issued
10089	0330976		IX	100	09/24/25		1,516.59	0.00	1,516.59
10089	0332094		IX	100	11/15/25		814.00	0.00	814.00
10089	0332128		IX	100	11/16/25		820.00	0.00	820.00
			*** Payment Total				3,150.59	0.00	3,150.59
		*** Payment Code CHK Total					25,493.61	0.00	25,493.61
			Payment Count				29		
		*** Cash Code 1414 Total					1,636,283.08	0.00	1,636,283.08
			Payment Count				32		
		*** Pay Group 2000 USD Total					1,636,283.08	0.00	1,636,283.08
			Payment Count				32		

AP255 Date: 10/31/25 JOB SUBMISSION PARAMETERS
Time: 11:31

User Name: DP\FNAXE
Job Name: PMTHISTORY
Step Nbr: 9

Pay Group: 5000
Cash Code: 1414 Class C Accounts Payable

Payment Date: 103125 - 103125
Payment Numbers: -
Payment Code:

Bank Account Payment History

Payment Date Range 10/31/25 thru 10/31/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 537527 Payment Date 10/31/25			Vendor 26753				AMAZON CAPITAL SERVICES	Status Issued	
26753	16QV-KR9H-MTPM		IX	105	11/27/25		349.95	0.00	349.95
26753	19CG-LFXK-T9NY		IX	202	11/25/25		625.09	0.00	625.09
26753	19QF-WKDX-47F9		IX	105	11/27/25		15.95	0.00	15.95
26753	1GMH-QXLP-QRFY		IX	101	11/27/25		185.76	0.00	185.76
26753	1HHF-MMGN-VX6G		IX	101	11/23/25		142.29	0.00	142.29
26753	1JRR-PRVC-PFXM		IX	202	11/23/25		165.08	0.00	165.08
26753	1ML6-MGT6-W9DC		IX	101	11/28/25		249.99	0.00	249.99
26753	1TL7-9KMK-HLDF		IX	105	11/26/25		45.74	0.00	45.74
26753	1VMY-QRRR-XTW3		IX	105	11/27/25		39.95	0.00	39.95
26753	1YC4-T91R-G49N		IX	101	11/27/25		26.50	0.00	26.50
			*** Payment Total				1,846.30	0.00	1,846.30
Payment Number 537528 Payment Date 10/31/25			Vendor 29280				DAVIS, ANNIE MARIE	Status Issued	
29280	EXP20251009		IX	105	10/30/25		622.04	0.00	622.04
			*** Payment Total				622.04	0.00	622.04
Payment Number 537529 Payment Date 10/31/25			Vendor 23461				DUPAGE COUNTY COMMUNITY	Status Issued	
23461	102325 AVENTINE		IX	101	10/27/25		1,000.00	0.00	1,000.00
23461	124300		IX	101	10/29/25		1,321.06	0.00	1,321.06
23461	DHS-1760-26-2839		IX	209	10/29/25		6,256.00	0.00	6,256.00
			*** Payment Total				8,577.06	0.00	8,577.06
Payment Number 537530 Payment Date 10/31/25			Vendor 42604				GRIFFIN, ANGELA L.	Status Issued	
42604	102125 102425		IX	202	11/27/25		750.00	0.00	750.00
			*** Payment Total				750.00	0.00	750.00
Payment Number 537531 Payment Date 10/31/25			Vendor 14166				HEALTHY AIR HEATING & AIR INC	Status Issued	
14166	49996		IX	100	09/26/25		20,004.45	0.00	20,004.45
			*** Payment Total				20,004.45	0.00	20,004.45
		*** Payment Code ACH Total					31,799.85	0.00	31,799.85
		Payment Count					5		

Payment Date Range 10/31/25 thru 10/31/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220539 Payment Date 10/31/25			Vendor 40972				2525 CABOT DRIVE LLC	Status Issued	
40972	RENT-NOV25		IX	105	11/20/25		27,224.27	0.00	27,224.27
			*** Payment Total				27,224.27	0.00	27,224.27
Payment Number 1220540 Payment Date 10/31/25			Vendor 44792				ABAD, ANGELINA	Status Issued	
44792	101625		IX	202	10/27/25		182.00	0.00	182.00
44792	102025 102425		IX	202	11/23/25		364.00	0.00	364.00
			*** Payment Total				546.00	0.00	546.00
Payment Number 1220541 Payment Date 10/31/25			Vendor 10671				ALPHAGRAPHICS	Status Issued	
10671	185816		IX	202	11/08/25		19.75	0.00	19.75
10671	186017		IX	202	11/08/25		19.75	0.00	19.75
10671	186018		IX	202	11/08/25		19.75	0.00	19.75
10671	186209		IX	202	11/22/25		19.75	0.00	19.75
			*** Payment Total				79.00	0.00	79.00
Payment Number 1220542 Payment Date 10/31/25			Vendor 21996				ANIMAL CARE EQUIPMENT & SVCS	Status Issued	
21996	137481		IX	200	11/13/25		1,272.00	0.00	1,272.00
			*** Payment Total				1,272.00	0.00	1,272.00
Payment Number 1220543 Payment Date 10/31/25			Vendor 40583				ARIAS, ANGELICA	Status Issued	
40583	TRV20251016		IX	101	10/30/25		306.68	0.00	306.68
			*** Payment Total				306.68	0.00	306.68
Payment Number 1220544 Payment Date 10/31/25			Vendor 10959				CITY OF NAPERVILLE	Status Issued	
10959	240700		IX	101	10/29/25		16,252.00	0.00	16,252.00
			*** Payment Total				16,252.00	0.00	16,252.00
Payment Number 1220545 Payment Date 10/31/25			Vendor 10023				COM ED - LIHEAP PAYMENTS	Status Issued	
10023	240702		IX	101	11/28/25		2,786.00	0.00	2,786.00
			*** Payment Total				2,786.00	0.00	2,786.00
Payment Number 1220546 Payment Date 10/31/25			Vendor 11944				COMFORT KEEPERS	Status Issued	
11944	43320		IX	101	11/26/25		102.00	0.00	102.00
			*** Payment Total				102.00	0.00	102.00
Payment Number 1220547 Payment Date 10/31/25			Vendor 10811				COMMUNITY HOUSING ADVOCACY &	Status Issued	
10811	DHS-1760-26-2833		IX	209	10/29/25		1,576.00	0.00	1,576.00
			*** Payment Total				1,576.00	0.00	1,576.00
Payment Number 1220548 Payment Date 10/31/25			Vendor 14043				COORDINATED CARE ALLIANCE	Status Issued	
14043	2026 MEMBERSHIP		IX	202	11/27/25		3,582.00	0.00	3,582.00
			*** Payment Total				3,582.00	0.00	3,582.00
Payment Number 1220549 Payment Date 10/31/25			Vendor 20273				COUNTRY WOOD APARTMENTS	Status Issued	
20273	DHS-1760-26-2837		IX	209	10/27/25		1,339.00	0.00	1,339.00
			*** Payment Total				1,339.00	0.00	1,339.00
Payment Number 1220550 Payment Date 10/31/25			Vendor 47197				DEPASQUALE, CHELSEA	Status Issued	

AP255 Date 10/31/25 Pay Group 5000 DUPAGE COUNTY GRANTS PAY GROUP USD Page 3
Time 11:31 Bank Account Payment History

Payment Date Range 10/31/25 thru 10/31/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220550 Payment Date 10/31/25			Vendor 47197				DEPASQUALE, CHELSEA	Status Issued	
47197	MIL20251007		IX	202	10/30/25		15.68	0.00	15.68
			*** Payment Total				15.68	0.00	15.68
Payment Number 1220551 Payment Date 10/31/25			Vendor 16440				DME ACCESS LLC	Status Issued	
16440	302		IX	101	11/28/25		2,000.00	0.00	2,000.00
			*** Payment Total				2,000.00	0.00	2,000.00
Payment Number 1220552 Payment Date 10/31/25			Vendor 11662				FEECE OIL COMPANY	Status Issued	
11662	240705		IX	101	11/28/25		475.00	0.00	475.00
			*** Payment Total				475.00	0.00	475.00
Payment Number 1220553 Payment Date 10/31/25			Vendor 10220				FERRELLGAS	Status Issued	
10220	240706		IX	101	10/29/25		475.00	0.00	475.00
			*** Payment Total				475.00	0.00	475.00
Payment Number 1220554 Payment Date 10/31/25			Vendor 41028				FULTON, SARA	Status Issued	
41028	MIL20251002		IX	202	10/30/25		51.38	0.00	51.38
			*** Payment Total				51.38	0.00	51.38
Payment Number 1220555 Payment Date 10/31/25			Vendor 26848				LEMON PRESS PRINTING	Status Issued	
26848	2021145		IX	105	10/30/25		176.00	0.00	176.00
			*** Payment Total				176.00	0.00	176.00
Payment Number 1220556 Payment Date 10/31/25			Vendor 13431				ORKIN	Status Issued	
13431	291414385		IX	101	11/15/25		1,641.00	0.00	1,641.00
			*** Payment Total				1,641.00	0.00	1,641.00
Payment Number 1220557 Payment Date 10/31/25			Vendor 11673				PARENTS ALLIANCE EMPLOY PROJ	Status Issued	
11673	DUPAGE OUT 285 SEP25		IX	105	10/30/25		20,779.56	0.00	20,779.56
			*** Payment Total				20,779.56	0.00	20,779.56
Payment Number 1220558 Payment Date 10/31/25			Vendor 10125				VILLAGE OF ADDISON	Status Issued	
10125	CD24-02#2 FNL		IX	103	11/27/25		4,320.37	0.00	4,320.37
			*** Payment Total				4,320.37	0.00	4,320.37
		*** Payment Code CHK Total					84,998.94	0.00	84,998.94
			Payment Count				20		
		*** Cash Code 1414 Total					116,798.79	0.00	116,798.79
			Payment Count				25		
		*** Pay Group 5000 USD Total					116,798.79	0.00	116,798.79
			Payment Count				25		

AP255 Date: 10/31/25 JOB SUBMISSION PARAMETERS
Time: 11:31

User Name: DP\FNAXE
Job Name: PMTHISTORY
Step Nbr: 10

Pay Group: 6000
Cash Code: 1414 Class C Accounts Payable

Payment Date: 103125 - 103125
Payment Numbers: -
Payment Code:

Bank Account Payment History

AP255 Date 10/31/25 Pay Group 6000 CAPITAL PROJECTS PAY GROUP USD Page 1
Time 11:31 Bank Account Payment History

Payment Date Range 10/31/25 thru 10/31/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 537532 Payment Date 10/31/25 Vendor 26311 WIGHT CONSTRUCTION SERVICES Status Issued									
26311	200112-52		IX	100	10/30/25		5,326.32	0.00	5,326.32
			*** Payment Total				5,326.32	0.00	5,326.32
			*** Payment Code ACH Total				5,326.32	0.00	5,326.32
			Payment Count				1		

Payment Date Range 10/31/25 thru 10/31/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220559 Payment Date 10/31/25			Vendor	11403	MIDWEST OFFICE INTERIORS INC			Status	Issued
11403	266813	IX	100		11/02/25		12,722.58	0.00	12,722.58
			*** Payment Total				12,722.58	0.00	12,722.58
			*** Payment Code CHK Total				12,722.58	0.00	12,722.58
			Payment Count				1		
			*** Cash Code 1414 Total				18,048.90	0.00	18,048.90
			Payment Count				2		
			*** Pay Group 6000 USD Total				18,048.90	0.00	18,048.90
			Payment Count				2		

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

File #: 25-2709 **Agenda Date:** 11/12/2025 **Agenda #:** 9.A.5.

AP255 Date: 11/03/25 JOB SUBMISSION PARAMETERS
Time: 15:07

User Name: DP\FNDMD
Job Name: AP255-5000
Step Nbr: 1

Pay Group: 5000
Cash Code: 3910 Class C Account

Payment Date: 110425 - 110425
Payment Numbers: -
Payment Code: AUT Auto Debit

AP255 Date 11/03/25 Pay Group 5000 DUPAGE COUNTY GRANTS PAY GROUP USD Page 1
Time 15:07 Bank Account Payment History

Payment Date Range 11/04/25 thru 11/04/25
Cash Code 3910 Bank 071000013 Payment Currency USD
Payment Code AUT

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1045275 Payment Date 11/04/25			Vendor 10023				COMMONWEALTH EDISON COMPANY		Status Issued
10023	1045275			200	11/28/25		4,588.00	0.00	4,588.00
			*** Payment Total				4,588.00	0.00	4,588.00
Payment Number 1045276 Payment Date 11/04/25			Vendor 10057				NICOR GAS		Status Issued
10057	1045276			200	11/28/25		842.00	0.00	842.00
			*** Payment Total				842.00	0.00	842.00
		*** Payment Code AUT Total					5,430.00	0.00	5,430.00
			Payment Count				2		
		*** Cash Code 3910 Total					5,430.00	0.00	5,430.00
			Payment Count				2		
	*** Pay Group 5000 USD Total						5,430.00	0.00	5,430.00
			Payment Count				2		

Payment of Claims

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

File #: 25-2716 **Agenda Date:** 11/12/2025 **Agenda #:** 9.A.6.

AP255 Date: 11/04/25 JOB SUBMISSION PARAMETERS
Time: 11:53

User Name: DP\FNDMD
Job Name: PMTHISTORY
Step Nbr: 1

Pay Group: 1000
Cash Code: 1414 Class C Accounts Payable

Payment Date: 110425 - 110425
Payment Numbers: -
Payment Code:

Bank Account Payment History

Payment Date Range 11/04/25 thru 11/04/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 537533 Payment Date 11/04/25			Vendor 26753		AMAZON CAPITAL SERVICES			Status Issued	
26753	17F9-NKPX-4WG4		IX	100	11/29/25		43.55	0.00	43.55
26753	1D7V-JLL9-HXPN		IX	100	11/30/25		254.36	0.00	254.36
26753	1GMH-QXLP-H47M		IX	100	11/27/25		8.09	0.00	8.09
26753	1X1M-1Y6W-7JC6		IX	100	11/26/25		110.85	0.00	110.85
26753	1X1M-1Y6W-7KLJ		IX	100	11/26/25		20.99	0.00	20.99
			*** Payment Total				437.84	0.00	437.84
Payment Number 537534 Payment Date 11/04/25			Vendor 11210		BOND, DICKSON & ASSOCIATES PC			Status Issued	
11210	20328		IX	100	11/05/25		8,872.50	0.00	8,872.50
			*** Payment Total				8,872.50	0.00	8,872.50
Payment Number 537535 Payment Date 11/04/25			Vendor 39587		CAPPELLO, GINA M.			Status Issued	
39587	2022CF1441 09302025		IX	100	10/31/25		72.00	0.00	72.00
			*** Payment Total				72.00	0.00	72.00
Payment Number 537536 Payment Date 11/04/25			Vendor 10667		CDW GOVERNMENT INC			Status Issued	
10667	AG51D6P		IX	100	11/21/25		2,894.32	0.00	2,894.32
10667	AG5AU4C		IX	100	11/15/25		4,375.42	0.00	4,375.42
			*** Payment Total				7,269.74	0.00	7,269.74
Payment Number 537537 Payment Date 11/04/25			Vendor 19717		DPCO STATE'S ATTY INVEST ACCT			Status Issued	
19717	CK6654		IX	100	11/08/25		151.00	0.00	151.00
19717	CK6657		IX	100	11/14/25		10.00	0.00	10.00
			*** Payment Total				161.00	0.00	161.00
Payment Number 537538 Payment Date 11/04/25			Vendor 31638		DRUGAN, MICHAEL C			Status Issued	
31638	1101		IX	100	12/01/25		6,376.09	0.00	6,376.09
			*** Payment Total				6,376.09	0.00	6,376.09
Payment Number 537539 Payment Date 11/04/25			Vendor 27705		HOWARD, BERNADINE			Status Issued	
27705	TRV20251021		IX	100	10/31/25		772.25	0.00	772.25
			*** Payment Total				772.25	0.00	772.25
Payment Number 537540 Payment Date 11/04/25			Vendor 27873		JOURNAL TECHNOLOGIES, INC			Status Issued	
27873	JI4467		IX	100	11/22/25		6,941.63	0.00	6,941.63
			*** Payment Total				6,941.63	0.00	6,941.63
Payment Number 537541 Payment Date 11/04/25			Vendor 22296		MASON, SHANNON			Status Issued	
22296	2020CF579 09102025		IX	100	11/30/25		74.00	0.00	74.00
			*** Payment Total				74.00	0.00	74.00
Payment Number 537542 Payment Date 11/04/25			Vendor 26550		MESSINA, MARCIA			Status Issued	
26550	2021CF1985 12022024		IX	100	11/30/25		204.00	0.00	204.00
			*** Payment Total				204.00	0.00	204.00
Payment Number 537543 Payment Date 11/04/25			Vendor 10673		MIDLAND PAPER PACKAGING &			Status Issued	
10673	IN02559632		IX	100	11/28/25		29,164.80	0.00	29,164.80

Payment Date Range 11/04/25 thru 11/04/25

Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 537543 Payment Date 11/04/25			Vendor 10673				MIDLAND PAPER PACKAGING &	Status Issued	
						*** Payment Total	29,164.80	0.00	29,164.80
Payment Number 537544 Payment Date 11/04/25			Vendor 11714				NELSON, LISA M.	Status Issued	
11714	GJ9-23-25		IX	100	11/01/25		627.50	0.00	627.50
						*** Payment Total	627.50	0.00	627.50
Payment Number 537545 Payment Date 11/04/25			Vendor 38035				PRINTING SUPPLIES USA	Status Issued	
38035	31401		IX	100	07/05/25		98.00	0.00	98.00
						*** Payment Total	98.00	0.00	98.00
Payment Number 537546 Payment Date 11/04/25			Vendor 20395				SAVIANO, FRAN	Status Issued	
20395	3419		IX	100	10/27/25		935.00	0.00	935.00
						*** Payment Total	935.00	0.00	935.00
Payment Number 537547 Payment Date 11/04/25			Vendor 11753				TITAN IMAGE GROUP INC	Status Issued	
11753	63334		IX	100	10/11/25		1,390.00	0.00	1,390.00
						*** Payment Total	1,390.00	0.00	1,390.00
Payment Number 537548 Payment Date 11/04/25			Vendor 30797				TRINITY SERVICES GROUP INC	Status Issued	
30797	3023000402		IX	100	11/23/25		31,649.00	0.00	31,649.00
30797	3023000403		IX	100	11/30/25		31,349.58	0.00	31,349.58
						*** Payment Total	62,998.58	0.00	62,998.58
						*** Payment Code ACH Total	126,394.93	0.00	126,394.93
						Payment Count	16		

Payment Date Range 11/04/25 thru 11/04/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220560 Payment Date 11/04/25		Vendor 12398	ADVOCATE OCCUPATIONAL HEALTH					Status Issued	
12398	20893451			IX 100	11/04/25		1,259.00	0.00	1,259.00
			*** Payment Total				1,259.00	0.00	1,259.00
Payment Number 1220561 Payment Date 11/04/25		Vendor 46356	ALDI INC					Status Issued	
46356	FSS-25-AL50B1			IX 100	11/29/25		2,000.00	0.00	2,000.00
			*** Payment Total				2,000.00	0.00	2,000.00
Payment Number 1220562 Payment Date 11/04/25		Vendor 30938	ASHLAND LOCK COMPANY					Status Issued	
30938	1075527774			IX 100	11/12/25		2,160.00	0.00	2,160.00
			*** Payment Total				2,160.00	0.00	2,160.00
Payment Number 1220563 Payment Date 11/04/25		Vendor 19422	B & H PHOTO-VIDEO					Status Issued	
19422	238305538			IX 100	11/22/25		12,501.03	0.00	12,501.03
			*** Payment Total				12,501.03	0.00	12,501.03
Payment Number 1220564 Payment Date 11/04/25		Vendor 23338	CARPENTER, JEFFREY					Status Issued	
23338	12 2025			IX 100	11/30/25		2,500.00	0.00	2,500.00
			*** Payment Total				2,500.00	0.00	2,500.00
Payment Number 1220565 Payment Date 11/04/25		Vendor 10019	CENTRAL DUPAGE HOSPITAL ASSN					Status Issued	
10019	6000114961			IX 100	11/08/25		276.00	0.00	276.00
			*** Payment Total				276.00	0.00	276.00
Payment Number 1220566 Payment Date 11/04/25		Vendor 27228	CENTRAL DUPAGE EMERGENCY PHYS					Status Issued	
27228	CDEP110555C101			IX 100	10/16/25		118.01	0.00	118.01
27228	CDEP112296C101			IX 100	10/26/25		118.01	0.00	118.01
			*** Payment Total				236.02	0.00	236.02
Payment Number 1220567 Payment Date 11/04/25		Vendor 11863	CINTAS CORPORATION					Status Issued	
11863	5299486704			IX 100	11/26/25		69.33	0.00	69.33
			*** Payment Total				69.33	0.00	69.33
Payment Number 1220568 Payment Date 11/04/25		Vendor 19705	CLERK OF THE CIRCUIT COURT					Status Issued	
19705	EXP20251010			IX 100	11/09/25		1,229.49	0.00	1,229.49
			*** Payment Total				1,229.49	0.00	1,229.49
Payment Number 1220569 Payment Date 11/04/25		Vendor 44381	CLOUDGAVEL LLC					Status Issued	
44381	2629			IX 100	11/30/25		105,000.00	0.00	105,000.00
			*** Payment Total				105,000.00	0.00	105,000.00
Payment Number 1220570 Payment Date 11/04/25		Vendor 31699	CNA SURETY					Status Issued	
31699	67648519N			IX 100	10/29/25		30.00	0.00	30.00
			*** Payment Total				30.00	0.00	30.00
Payment Number 1220571 Payment Date 11/04/25		Vendor 12382	COMCAST					Status Issued	
12382	253772518			IX 100	11/14/25		558.68	0.00	558.68
			*** Payment Total				558.68	0.00	558.68

Payment Date Range 11/04/25 thru 11/04/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220572 Payment Date 11/04/25		Vendor 47097	CUEVAS, EDUARDO					Status Issued	
47097	251006-001		IX	100	11/05/25		243.85	0.00	243.85
			*** Payment Total				243.85	0.00	243.85
Payment Number 1220573 Payment Date 11/04/25		Vendor 18901	DEACY, DEBRA					Status Issued	
18901	TRV20250925		IX	100	10/25/25		75.26	0.00	75.26
			*** Payment Total				75.26	0.00	75.26
Payment Number 1220574 Payment Date 11/04/25		Vendor 41492	DELTA SONIC CAR WASH SYSTEMS,					Status Issued	
41492	INV-0031333		IX	100	11/30/25		1,247.22	0.00	1,247.22
			*** Payment Total				1,247.22	0.00	1,247.22
Payment Number 1220575 Payment Date 11/04/25		Vendor 39693	DEMLING, JOHN W.					Status Issued	
39693	100925		IX	100	11/08/25		370.00	0.00	370.00
			*** Payment Total				370.00	0.00	370.00
Payment Number 1220576 Payment Date 11/04/25		Vendor 18596	DIECKMAN, CRAIG					Status Issued	
18596	EXP20251022		IX	100	11/21/25		92.98	0.00	92.98
			*** Payment Total				92.98	0.00	92.98
Payment Number 1220577 Payment Date 11/04/25		Vendor 46029	DROBITSCH, WILLIAM					Status Issued	
46029	MIL20251023		IX	100	10/29/25		98.91	0.00	98.91
			*** Payment Total				98.91	0.00	98.91
Payment Number 1220578 Payment Date 11/04/25		Vendor 10461	DUPAGE PUBLIC SAFETY					Status Issued	
10461	19600		IX	100	10/31/25		14,636.92	0.00	14,636.92
10461	19644		IX	100	10/31/25		384,898.50	0.00	384,898.50
			*** Payment Total				399,535.42	0.00	399,535.42
Payment Number 1220579 Payment Date 11/04/25		Vendor 14023	HANLON, DANIEL F					Status Issued	
14023	081825 082625		IX	100	11/15/25		1,017.50	0.00	1,017.50
			*** Payment Total				1,017.50	0.00	1,017.50
Payment Number 1220580 Payment Date 11/04/25		Vendor 30498	HEARTLAND BUSINESS SYSTEMS					Status Issued	
30498	831431-H		IX	100	11/01/25		30,835.87	0.00	30,835.87
			*** Payment Total				30,835.87	0.00	30,835.87
Payment Number 1220581 Payment Date 11/04/25		Vendor 10366	HINCKLEY SPRINGS					Status Issued	
10366	14458307 102525		IX	100	11/24/25		263.81	0.00	263.81
			*** Payment Total				263.81	0.00	263.81
Payment Number 1220582 Payment Date 11/04/25		Vendor 10809	INSIGHT PUBLIC SECTOR INC					Status Issued	
10809	1101327696		IX	100	11/22/25		2,606.61	0.00	2,606.61
			*** Payment Total				2,606.61	0.00	2,606.61
Payment Number 1220583 Payment Date 11/04/25		Vendor 28858	JANSSENS, DINA					Status Issued	
28858	MIL20251001		IX	100	10/31/25		282.24	0.00	282.24
			*** Payment Total				282.24	0.00	282.24

Payment Date Range 11/04/25 thru 11/04/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220584 Payment Date 11/04/25			Vendor 18641				KURANDA, DEENA	Status Issued	
18641	TRV20251021		IX	100	11/20/25		777.57	0.00	777.57
			*** Payment Total				777.57	0.00	777.57
Payment Number 1220585 Payment Date 11/04/25			Vendor 39322				LANE, WINTER A	Status Issued	
39322	EXP20251025		IX	100	10/31/25		188.00	0.00	188.00
			*** Payment Total				188.00	0.00	188.00
Payment Number 1220586 Payment Date 11/04/25			Vendor 13258				MAIL SERVICES LLC	Status Issued	
13258	2004958		IX	100	11/26/25		851.55	0.00	851.55
13258	2004959		IX	100	11/26/25		878.59	0.00	878.59
			*** Payment Total				1,730.14	0.00	1,730.14
Payment Number 1220587 Payment Date 11/04/25			Vendor 44931				MARTINEZ, SAMUEL	Status Issued	
44931	01 2025		IX	100	11/27/25		4,000.00	0.00	4,000.00
			*** Payment Total				4,000.00	0.00	4,000.00
Payment Number 1220588 Payment Date 11/04/25			Vendor 37860				MONTERREY SECURITY	Status Issued	
37860	125973		IX	100	11/24/25		21,624.04	0.00	21,624.04
			*** Payment Total				21,624.04	0.00	21,624.04
Payment Number 1220589 Payment Date 11/04/25			Vendor 12553				MONTINI, ANGELA CSR RPR	Status Issued	
12553	091825GJ		IX	100	11/01/25		685.00	0.00	685.00
			*** Payment Total				685.00	0.00	685.00
Payment Number 1220590 Payment Date 11/04/25			Vendor 39549				ODP BUSINESS SOLUTIONS, LLC	Status Issued	
39549	435237510001		IX	100	09/18/25		58.58	0.00	58.58
39549	443629490001		IX	100	11/09/25		505.17	0.00	505.17
			*** Payment Total				563.75	0.00	563.75
Payment Number 1220591 Payment Date 11/04/25			Vendor 10392				PAYROLLORG	Status Issued	
10392	103025		IX	100	11/29/25		978.00	0.00	978.00
			*** Payment Total				978.00	0.00	978.00
Payment Number 1220592 Payment Date 11/04/25			Vendor 14259				PICCONY, ELLEN	Status Issued	
14259	932025		IX	100	11/13/25		644.00	0.00	644.00
			*** Payment Total				644.00	0.00	644.00
Payment Number 1220593 Payment Date 11/04/25			Vendor 10048				PITNEY BOWES INC	Status Issued	
10048	1028377180		IX	100	11/27/25		855.71	0.00	855.71
			*** Payment Total				855.71	0.00	855.71
Payment Number 1220594 Payment Date 11/04/25			Vendor 30134				PTS COMMUNICATIONS	Status Issued	
30134	2147228		IX	100	11/22/25		525.00	0.00	525.00
			*** Payment Total				525.00	0.00	525.00
Payment Number 1220595 Payment Date 11/04/25			Vendor 27657				RADIOLOGY SUBSPECIALISTS OF NO	Status Issued	
27657	CFA003MERSNI		IX	100	10/24/25		38.60	0.00	38.60
27657	ZE4TNTE		IX	100	11/03/25		11.98	0.00	11.98

AP255 Date 11/04/25 Pay Group 1000 GENERAL FUND PAY GROUP USD
Time 11:54 Bank Account Payment History

Payment Date Range 11/04/25 thru 11/04/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220595 Payment Date 11/04/25		Vendor 27657				RADIOLOGY SUBSPECIALISTS OF NO		Status Issued	
27657	ZE4TNTH		IX	100	11/01/25		63.87	0.00	63.87
			*** Payment Total				114.45	0.00	114.45
Payment Number 1220596 Payment Date 11/04/25		Vendor 31618				RAUCCI & SULLIVAN		Status Issued	
31618	4969		IX	100	11/30/25		4,375.00	0.00	4,375.00
			*** Payment Total				4,375.00	0.00	4,375.00
Payment Number 1220597 Payment Date 11/04/25		Vendor 32899				STATEWIDE PUBLISHING, LLC		Status Issued	
32899	958011-20		IX	100	10/24/25		90.00	0.00	90.00
32899	958106-20		IX	100	10/24/25		90.00	0.00	90.00
32899	959142-20		IX	100	11/27/25		36.00	0.00	36.00
			*** Payment Total				216.00	0.00	216.00
Payment Number 1220598 Payment Date 11/04/25		Vendor 30382				T-MOBILE		Status Issued	
30382	998442869 092125		IX	100	10/21/25		2,058.61	0.00	2,058.61
			*** Payment Total				2,058.61	0.00	2,058.61
Payment Number 1220599 Payment Date 11/04/25		Vendor 46349				TLM INDUSTRIES CORP		Status Issued	
46349	1184		IX	100	09/21/25		1,567.11	0.00	1,567.11
			*** Payment Total				1,567.11	0.00	1,567.11
Payment Number 1220600 Payment Date 11/04/25		Vendor 13861				TRANSUNION RISK AND		Status Issued	
13861	794284-202509-1		IX	100	10/31/25		360.60	0.00	360.60
			*** Payment Total				360.60	0.00	360.60
Payment Number 1220601 Payment Date 11/04/25		Vendor 31643				VICTORY SUPPLY LLC		Status Issued	
31643	INV121406		IX	100	11/27/25		1,423.75	0.00	1,423.75
31643	INV121479		IX	100	11/29/25		879.00	0.00	879.00
			*** Payment Total				2,302.75	0.00	2,302.75
Payment Number 1220602 Payment Date 11/04/25		Vendor 41506				WETT CAR WASH, LLC		Status Issued	
41506	556		IX	100	12/01/25		639.60	0.00	639.60
			*** Payment Total				639.60	0.00	639.60
Payment Number 1220603 Payment Date 11/04/25		Vendor 10419				WHEATON EYE CLINIC		Status Issued	
10419	E36528110		IX	100	11/02/25		72.80	0.00	72.80
10419	E36544650		IX	100	11/05/25		84.67	0.00	84.67
10419	E36599490		IX	100	11/08/25		60.43	0.00	60.43
10419	E36599500		IX	100	11/08/25		88.36	0.00	88.36
			*** Payment Total				306.26	0.00	306.26
		*** Payment Code CHK Total					609,000.81	0.00	609,000.81
		Payment Count					44		
		*** Cash Code 1414 Total					735,395.74	0.00	735,395.74
		Payment Count					60		

*** Pay Group 1000 USD Total	735,395.74	0.00	735,395.74
Payment Count	60		

AP255 Date: 11/04/25 JOB SUBMISSION PARAMETERS
Time: 11:54

User Name: DP\FNDMD
Job Name: PMTHISTORY
Step Nbr: 2

Pay Group: 1100
Cash Code: 1414 Class C Accounts Payable

Payment Date: 110425 - 110425
Payment Numbers: -
Payment Code:

AP255 Date 11/04/25 Pay Group 1100 GENERAL GOVERNMENT PAY GROUP USD Page 1
Time 11:55 Bank Account Payment History

Payment Date Range 11/04/25 thru 11/04/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 537549 Payment Date 11/04/25		Vendor 26753	AMAZON CAPITAL SERVICES					Status Issued	
26753	1GKG-X9VN-6NW6		IX	120	11/14/25		71.99	0.00	71.99
26753	1VX6-4PWP-6XPF		IX	120	11/14/25		49.99	0.00	49.99
26753	1X3Y-GMGJ-WGVN		IX	120	11/13/25		15.99	0.00	15.99
		*** Payment Total					137.97	0.00	137.97
		*** Payment Code ACH Total					137.97	0.00	137.97
		Payment Count					1		

Payment Date Range 11/04/25 thru 11/04/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220604 Payment Date 11/04/25			Vendor 12943				ANIMALS DESERVING OF PROPER	Status Issued	
12943	2340718		IX	120	11/06/25		225.00	0.00	225.00
			*** Payment Total				225.00	0.00	225.00
Payment Number 1220605 Payment Date 11/04/25			Vendor 10009				AT&T MOBILITY	Status Issued	
10009	287305618495X10082025		IX	120	10/30/25		594.43	0.00	594.43
			*** Payment Total				594.43	0.00	594.43
Payment Number 1220606 Payment Date 11/04/25			Vendor 45977				BESHARA, HANY	Status Issued	
45977	RES-ACC-25-000044		IX	170	04/22/25		100.00	0.00	100.00
			*** Payment Total				100.00	0.00	100.00
Payment Number 1220607 Payment Date 11/04/25			Vendor 32620				CHEM-WISE ECOLOGICAL PEST	Status Issued	
32620	1403556		IX	120	10/28/25		50.00	0.00	50.00
			*** Payment Total				50.00	0.00	50.00
Payment Number 1220608 Payment Date 11/04/25			Vendor 10074				CITY OF WHEATON	Status Issued	
10074	0034070100 101525		IX	120	11/14/25		330.24	0.00	330.24
			*** Payment Total				330.24	0.00	330.24
Payment Number 1220609 Payment Date 11/04/25			Vendor 39918				COVETRUS NORTH AMERICA	Status Issued	
39918	EF88673		IX	120	11/01/25		218.96	0.00	218.96
39918	EG52056		IX	120	11/08/25		286.52	0.00	286.52
39918	EG54720		IX	120	11/08/25		393.50	0.00	393.50
39918	EG66129		IX	120	11/09/25		541.70	0.00	541.70
39918	EG98559		IX	120	11/13/25		375.44	0.00	375.44
39918	EH00482		IX	120	11/13/25		4.15	0.00	4.15
			*** Payment Total				1,820.27	0.00	1,820.27
Payment Number 1220610 Payment Date 11/04/25			Vendor 11196				FEDEX	Status Issued	
11196	8-947-32557		IX	120	09/05/25		33.32	0.00	33.32
11196	9-021-70977		IX	120	11/07/25		23.44	0.00	23.44
			*** Payment Total				56.76	0.00	56.76
Payment Number 1220611 Payment Date 11/04/25			Vendor 12225				IDEXX DISTRIBUTION INC	Status Issued	
12225	0925134710		IX	120	10/30/25		3,072.67	0.00	3,072.67
			*** Payment Total				3,072.67	0.00	3,072.67
Payment Number 1220612 Payment Date 11/04/25			Vendor 10241				ILLINOIS TOLLWAY	Status Issued	
10241	G123000006940		IX	120	11/05/25		88.30	0.00	88.30
			*** Payment Total				88.30	0.00	88.30
Payment Number 1220613 Payment Date 11/04/25			Vendor 10375				LOMBARD VETERINARY HOSPITAL	Status Issued	
10375	65077		IX	120	10/23/25		400.00	0.00	400.00
10375	66370		IX	120	11/02/25		300.00	0.00	300.00
10375	67051		IX	120	11/02/25		300.00	0.00	300.00
10375	67594		IX	120	11/12/25		300.00	0.00	300.00
			*** Payment Total				1,300.00	0.00	1,300.00

Payment Date Range 11/04/25 thru 11/04/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220614 Payment Date 11/04/25		Vendor 10057	NICOR GAS					Status Issued	
10057	41473210007 101425		IX	120	11/13/25		1,316.24	0.00	1,316.24
			*** Payment Total				1,316.24	0.00	1,316.24
Payment Number 1220615 Payment Date 11/04/25		Vendor 14167	NORTHERN ILLINOIS ELEVATOR					Status Issued	
14167	1951		IX	170	02/15/25		15.00	0.00	15.00
			*** Payment Total				15.00	0.00	15.00
Payment Number 1220616 Payment Date 11/04/25		Vendor 20021	PAWS FOR A CAUSE VET CARE					Status Issued	
20021	567774		IX	120	10/22/25		300.00	0.00	300.00
20021	569192		IX	120	10/30/25		300.00	0.00	300.00
20021	569274		IX	120	10/30/25		300.00	0.00	300.00
20021	569461		IX	120	10/31/25		250.00	0.00	250.00
			*** Payment Total				1,150.00	0.00	1,150.00
Payment Number 1220617 Payment Date 11/04/25		Vendor 13311	TRELLIS FARM & GARDEN					Status Issued	
13311	545239		IX	120	11/02/25		1,481.56	0.00	1,481.56
			*** Payment Total				1,481.56	0.00	1,481.56
Payment Number 1220618 Payment Date 11/04/25		Vendor 22532	UNIVERSITY OF ILLINOIS					Status Issued	
22532	IV:25282:0083		IX	120	11/09/25		72.00	0.00	72.00
22532	IV:25288:0117		IX	120	11/15/25		72.00	0.00	72.00
22532	IV:25289:0087		IX	120	11/16/25		72.00	0.00	72.00
22532	IV:25289:0089		IX	120	11/16/25		72.00	0.00	72.00
			*** Payment Total				288.00	0.00	288.00
		*** Payment Code CHK Total					11,888.47	0.00	11,888.47
		Payment Count					15		
		*** Cash Code 1414 Total					12,026.44	0.00	12,026.44
		Payment Count					16		
		*** Pay Group 1100 USD Total					12,026.44	0.00	12,026.44
		Payment Count					16		

AP255 Date: 11/04/25 JOB SUBMISSION PARAMETERS
Time: 11:55

User Name: DP\FNDMD
Job Name: PMTHISTORY
Step Nbr: 3

Pay Group: 1200
Cash Code: 1414 Class C Accounts Payable

Payment Date: 110425 - 110425
Payment Numbers: -
Payment Code:

Bank Account Payment History

AP255 Date 11/04/25 Pay Group 1200 HEALTH AND WELFARE PAY GROUP USD Page 1
Time 11:55 Bank Account Payment History

Payment Date Range 11/04/25 thru 11/04/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220619 Payment Date 11/04/25			Vendor 38093		ALPHA BAKING COMPANY			Status Issued	
38093	250010303014		IX	100	11/29/25		213.21	0.00	213.21
			*** Payment Total				213.21	0.00	213.21
Payment Number 1220620 Payment Date 11/04/25			Vendor 12382		COMCAST			Status Issued	
12382	87712004700171911022 25		IX	100	11/21/25		1,210.06	0.00	1,210.06
			*** Payment Total				1,210.06	0.00	1,210.06
Payment Number 1220621 Payment Date 11/04/25			Vendor 11812		HD SUPPLY FORMERLY HOME DEPOT			Status Issued	
11812	897828661		IX	100	11/12/25		767.63	0.00	767.63
			*** Payment Total				767.63	0.00	767.63
Payment Number 1220622 Payment Date 11/04/25			Vendor 18256		RAJAGOPAL, VISALAKSHI A			Status Issued	
18256	EXP20251027		IX	100	11/26/25		102.25	0.00	102.25
			*** Payment Total				102.25	0.00	102.25
Payment Number 1220623 Payment Date 11/04/25			Vendor 10555		SYSCO FOOD SERVICES-CHICAGO			Status Issued	
10555	824754279		IX	100	11/29/25		94.08	0.00	94.08
10555	824754280		IX	100	11/29/25		1,090.54	0.00	1,090.54
10555	824754281		IX	100	11/29/25		438.42	0.00	438.42
10555	824754282		IX	100	11/29/25		135.64	0.00	135.64
10555	824754283		IX	100	11/29/25		723.60	0.00	723.60
10555	824754284		IX	100	11/29/25		6,496.77	0.00	6,496.77
10555	824754285		IX	100	11/29/25		66.16	0.00	66.16
10555	824754286		IX	100	11/29/25		3,553.47	0.00	3,553.47
10555	824754287		IX	100	11/29/25		29.20	0.00	29.20
10555	824754288		IX	100	11/29/25		401.81	0.00	401.81
10555	824754289		IX	100	11/29/25		73.77	0.00	73.77
10555	824754290		IX	100	11/29/25		3,454.98	0.00	3,454.98
10555	824754291		IX	100	11/29/25		136.88	0.00	136.88
10555	824754292		IX	100	11/29/25		1,279.10	0.00	1,279.10
10555	824754293		IX	100	11/29/25		48.62	0.00	48.62
10555	824754294		IX	100	11/29/25		134.38	0.00	134.38
10555	824754295		IX	100	11/29/25		19.29	0.00	19.29
10555	824754296		IX	100	11/29/25		146.42	0.00	146.42
10555	824754297		IX	100	11/29/25		12.24	0.00	12.24
			*** Payment Total				18,335.37	0.00	18,335.37
		*** Payment Code CHK Total					20,628.52	0.00	20,628.52
			Payment Count				5		
		*** Cash Code 1414 Total					20,628.52	0.00	20,628.52
			Payment Count				5		
		*** Pay Group 1200 USD Total					20,628.52	0.00	20,628.52
			Payment Count				5		

AP255 Date: 11/04/25 JOB SUBMISSION PARAMETERS
Time: 11:55

User Name: DP\FNDMD
Job Name: PMTHISTORY
Step Nbr: 4

Pay Group: 1300
Cash Code: 1414 Class C Accounts Payable

Payment Date: 110425 - 110425
Payment Numbers: -
Payment Code:

AP255 Date 11/04/25 Pay Group 1300 PUBLIC SAFETY PAY GROUP USD Page 1
Time 11:55 Bank Account Payment History

Payment Date Range 11/04/25 thru 11/04/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220624 Payment Date 11/04/25			Vendor 26660		ALBRIGHT, TERRI			Status Issued	
26660	25-23C		IX	103	11/03/25		640.00	0.00	640.00
			*** Payment Total				640.00	0.00	640.00
Payment Number 1220625 Payment Date 11/04/25			Vendor 10797		THE SHERWIN-WILLIAMS CO			Status Issued	
10797	6035-9		IX	120	10/23/25		121.65	0.00	121.65
			*** Payment Total				121.65	0.00	121.65
		*** Payment Code CHK Total					761.65	0.00	761.65
		Payment Count					2		
		*** Cash Code 1414 Total					761.65	0.00	761.65
		Payment Count					2		
		*** Pay Group 1300 USD Total					761.65	0.00	761.65
		Payment Count					2		

AP255 Date: 11/04/25 JOB SUBMISSION PARAMETERS
Time: 11:55

User Name: DP\FNDMD
Job Name: PMTHISTORY
Step Nbr: 5

Pay Group: 1400
Cash Code: 1414 Class C Accounts Payable

Payment Date: 110425 - 110425
Payment Numbers: -
Payment Code:

Bank Account Payment History

Payment Date Range 11/04/25 thru 11/04/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 537550 Payment Date 11/04/25			Vendor 26753		AMAZON CAPITAL SERVICES			Status Issued	
26753	1L93-RRYK-K73Y		IX	130	11/25/25		1,629.49	0.00	1,629.49
			*** Payment Total				1,629.49	0.00	1,629.49
Payment Number 537551 Payment Date 11/04/25			Vendor 14161		GRAHAM, KELLY			Status Issued	
14161	101225-101825.PB		IX	130	11/17/25		740.00	0.00	740.00
14161	101925-102525.PB		IX	130	11/24/25		550.00	0.00	550.00
			*** Payment Total				1,290.00	0.00	1,290.00
Payment Number 537552 Payment Date 11/04/25			Vendor 10544		TRADEMARK PRODUCTS INC			Status Issued	
10544	855492		IX	130	11/06/25		243.20	0.00	243.20
			*** Payment Total				243.20	0.00	243.20
			*** Payment Code ACH Total				3,162.69	0.00	3,162.69
			Payment Count				3		

Payment Date Range 11/04/25 thru 11/04/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220626 Payment Date 11/04/25		Vendor 18634	ALLEN, KATHERINE					Status Issued	
18634	TRV20251021		IX	130	10/31/25		713.46	0.00	713.46
			*** Payment Total				713.46	0.00	713.46
Payment Number 1220627 Payment Date 11/04/25		Vendor 20343	BROCKMAN, RENEE					Status Issued	
20343	TRV20251007		IX	130	10/31/25		695.95	0.00	695.95
			*** Payment Total				695.95	0.00	695.95
Payment Number 1220628 Payment Date 11/04/25		Vendor 19161	DUPAGE COUNTY HEALTH DEPT.					Status Issued	
19161	1		IX	131	11/07/25		131.49	0.00	131.49
			*** Payment Total				131.49	0.00	131.49
Payment Number 1220629 Payment Date 11/04/25		Vendor 29784	LMC ENTERPRISES					Status Issued	
29784	54681		IX	130	11/20/25		165.00	0.00	165.00
			*** Payment Total				165.00	0.00	165.00
Payment Number 1220630 Payment Date 11/04/25		Vendor 47173	IURCHENKO, SOFIIA					Status Issued	
47173	TRV20251007		IX	130	10/31/25		539.56	0.00	539.56
			*** Payment Total				539.56	0.00	539.56
Payment Number 1220631 Payment Date 11/04/25		Vendor 11409	PROFESSIONAL MEDICAL INC					Status Issued	
11409	2572662		IX	130	11/16/25		1,621.59	0.00	1,621.59
			*** Payment Total				1,621.59	0.00	1,621.59
Payment Number 1220632 Payment Date 11/04/25		Vendor 47038	RICHARDSON, TIMOTHY					Status Issued	
47038	UA.REF.RICHARDSON.1028		IX	130	10/31/25		35.00	0.00	35.00
			*** Payment Total				35.00	0.00	35.00
Payment Number 1220633 Payment Date 11/04/25		Vendor 10184	SERENITY HOUSE					Status Issued	
10184	104		IX	130	04/02/25		150.00	0.00	150.00
10184	106		IX	130	05/03/25		240.00	0.00	240.00
10184	108		IX	130	06/01/25		240.00	0.00	240.00
10184	110		IX	130	07/03/25		300.00	0.00	300.00
10184	112		IX	130	08/02/25		240.00	0.00	240.00
10184	114		IX	130	09/03/25		360.00	0.00	360.00
10184	116		IX	130	10/03/25		440.00	0.00	440.00
10184	118		IX	130	11/02/25		520.00	0.00	520.00
			*** Payment Total				2,490.00	0.00	2,490.00
		*** Payment Code CHK Total					6,392.05	0.00	6,392.05
		Payment Count					8		
		*** Cash Code 1414 Total					9,554.74	0.00	9,554.74
		Payment Count					11		
		*** Pay Group 1400 USD Total					9,554.74	0.00	9,554.74
		Payment Count					11		

AP255 Date: 11/04/25 JOB SUBMISSION PARAMETERS
Time: 11:55

User Name: DP\FNDMD
Job Name: PMTHISTORY
Step Nbr: 6

Pay Group: 1500
Cash Code: 1414 Class C Accounts Payable

Payment Date: 110425 - 110425
Payment Numbers: -
Payment Code:

Bank Account Payment History

Payment Date Range 11/04/25 thru 11/04/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 537553 Payment Date 11/04/25		Vendor 41480	AL WARREN OIL COMPANY INC					Status Issued	
41480	W1785383		IX	100	11/01/25		21,160.24	0.00	21,160.24
41480	W1789386		IX	100	11/15/25		16,535.48	0.00	16,535.48
41480	W1790013		IX	100	11/19/25		16,675.58	0.00	16,675.58
			*** Payment Total				54,371.30	0.00	54,371.30
Payment Number 537554 Payment Date 11/04/25		Vendor 26753	AMAZON CAPITAL SERVICES					Status Issued	
26753	117Q-4ML7-CTC6		IX	100	11/07/25		278.23	0.00	278.23
26753	11NW-4L3J-9RXL		IX	100	11/07/25		289.10	0.00	289.10
26753	19P3-RYYR-4TDN		IX	100	11/22/25		63.16	0.00	63.16
26753	1JGK-XLKD-YTNK		IX	100	11/13/25		34.98	0.00	34.98
26753	1LNY-L4MJ-CKFP		IX	100	11/22/25		50.90	0.00	50.90
26753	1MT9-LVH6-6ND9		IX	100	11/15/25		512.64	0.00	512.64
26753	1MT9-LVH6-J93J		IX	100	11/16/25		21.68	0.00	21.68
26753	1WXN-MCT9-W7P1		IX	100	11/21/25		166.60	0.00	166.60
			*** Payment Total				1,417.29	0.00	1,417.29
Payment Number 537555 Payment Date 11/04/25		Vendor 10234	CHRISTOPHER B BURKE ENG LTD					Status Issued	
10234	11-204113		IX	100	10/09/25		21,111.05	0.00	21,111.05
			*** Payment Total				21,111.05	0.00	21,111.05
Payment Number 537556 Payment Date 11/04/25		Vendor 11025	CIORBA GROUP					Status Issued	
11025	7296-07		IX	100	10/12/25		11,202.80	0.00	11,202.80
11025	7653-04		IX	100	10/04/25		65,450.79	0.00	65,450.79
			*** Payment Total				76,653.59	0.00	76,653.59
Payment Number 537557 Payment Date 11/04/25		Vendor 12733	COLLINS ENGINEERS, INC					Status Issued	
12733	7093-10 WO3		IX	101	11/08/25		10,272.85	0.00	10,272.85
			*** Payment Total				10,272.85	0.00	10,272.85
Payment Number 537558 Payment Date 11/04/25		Vendor 44507	D'ESCOTO, INC.					Status Issued	
44507	14038-07R1		IX	100	09/14/25		18,536.62	0.00	18,536.62
			*** Payment Total				18,536.62	0.00	18,536.62
Payment Number 537559 Payment Date 11/04/25		Vendor 11452	EARTHWERKS LAND IMPROVEMENT &					Status Issued	
11452	7799-PE04		IX	100	11/15/25		189,067.74	0.00	189,067.74
			*** Payment Total				189,067.74	0.00	189,067.74
Payment Number 537560 Payment Date 11/04/25		Vendor 11011	EXP U.S. SERVICES INC					Status Issued	
11011	7149-04 WO2 FINAL		IX	100	10/19/25		54,193.69	0.00	54,193.69
			*** Payment Total				54,193.69	0.00	54,193.69
Payment Number 537561 Payment Date 11/04/25		Vendor 41572	GONZALEZ COMPANIES, LLC.					Status Issued	
41572	6443-02 WO3		IX	100	11/16/25		7,169.41	0.00	7,169.41
			*** Payment Total				7,169.41	0.00	7,169.41
Payment Number 537562 Payment Date 11/04/25		Vendor 10157	GRAINGER					Status Issued	
10157	9654307223		IX	100	10/25/25		341.16	0.00	341.16

Payment Date Range 11/04/25 thru 11/04/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 537562 Payment Date 11/04/25			Vendor 10157				GRAINGER		Status Issued
						*** Payment Total	341.16	0.00	341.16
Payment Number 537563 Payment Date 11/04/25			Vendor 10157				GRAINGER INC		Status Issued
10157	9664733368		IX	100	11/05/25		105.86	0.00	105.86
10157	9683940937		IX	100	11/21/25		406.32	0.00	406.32
						*** Payment Total	512.18	0.00	512.18
Payment Number 537564 Payment Date 11/04/25			Vendor 12406				H.W. LOCHNER, INC		Status Issued
12406	7145-12R		IX	100	08/31/25		1,636.88	0.00	1,636.88
						*** Payment Total	1,636.88	0.00	1,636.88
Payment Number 537565 Payment Date 11/04/25			Vendor 10705				HEY & ASSOCIATES INC		Status Issued
10705	25-0262 - 20726		IX	100	11/14/25		4,097.82	0.00	4,097.82
						*** Payment Total	4,097.82	0.00	4,097.82
Payment Number 537566 Payment Date 11/04/25			Vendor 32242				LEECH TISHMAN FUSCALDO & LAMPL		Status Issued
32242	361171		IX	100	10/15/25		20.00	0.00	20.00
32242	361172		IX	100	10/15/25		40.00	0.00	40.00
32242	361174		IX	100	10/15/25		100.00	0.00	100.00
32242	361175		IX	100	10/15/25		180.00	0.00	180.00
32242	361176		IX	100	10/15/25		40.00	0.00	40.00
						*** Payment Total	380.00	0.00	380.00
Payment Number 537567 Payment Date 11/04/25			Vendor 10352				MONROE TRUCK EQUIPMENT INC		Status Issued
10352	55382		IX	100	11/19/25		1,121.16	0.00	1,121.16
						*** Payment Total	1,121.16	0.00	1,121.16
Payment Number 537568 Payment Date 11/04/25			Vendor 10312				PATRICK ENGINEERING INC		Status Issued
10312	7070-15		IX	100	10/08/25		3,535.67	0.00	3,535.67
						*** Payment Total	3,535.67	0.00	3,535.67
Payment Number 537569 Payment Date 11/04/25			Vendor 11002				PRIMERA ENGINEERS, LTD.		Status Issued
11002	1232-02		IX	100	09/12/25		100,855.57	0.00	100,855.57
						*** Payment Total	100,855.57	0.00	100,855.57
Payment Number 537570 Payment Date 11/04/25			Vendor 44522				TOSHIBA AMERICA BUSINESS		Status Issued
44522	6670815		IX	100	11/01/25		657.43	0.00	657.43
						*** Payment Total	657.43	0.00	657.43
						*** Payment Code ACH Total	545,931.41	0.00	545,931.41
						Payment Count	18		

Payment Date Range 11/04/25 thru 11/04/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220634 Payment Date 11/04/25		Vendor 40962	A M AUTO GLASS AND TINTED					Status Issued	
40962	40277		IX	100	11/15/25		540.00	0.00	540.00
			*** Payment Total				540.00	0.00	540.00
Payment Number 1220635 Payment Date 11/04/25		Vendor 39153	ADVANTAGE TRAILER & HITCHES					Status Issued	
39153	114789		IX	100	10/16/25		421.39	0.00	421.39
			*** Payment Total				421.39	0.00	421.39
Payment Number 1220636 Payment Date 11/04/25		Vendor 12573	ALEXANDER EQUIPMENT					Status Issued	
12573	220828		IX	100	11/07/25		273.75	0.00	273.75
			*** Payment Total				273.75	0.00	273.75
Payment Number 1220637 Payment Date 11/04/25		Vendor 43037	ARELLANO, FERNANDO					Status Issued	
43037	TRV20251005		IX	100	10/29/25		203.00	0.00	203.00
			*** Payment Total				203.00	0.00	203.00
Payment Number 1220638 Payment Date 11/04/25		Vendor 10008	AT&T					Status Issued	
10008	630372418610 2025		IX	100	11/15/25		49.09	0.00	49.09
10008	630462996510 2025		IX	100	11/15/25		60.36	0.00	60.36
10008	630653192110 2025		IX	100	11/21/25		64.70	0.00	64.70
10008	630653650510 2025		IX	100	11/21/25		63.65	0.00	63.65
10008	630737063510 2025		IX	100	11/12/25		60.34	0.00	60.34
10008	630752072010 2025		IX	100	11/18/25		60.47	0.00	60.47
			*** Payment Total				358.61	0.00	358.61
Payment Number 1220639 Payment Date 11/04/25		Vendor 10009	AT&T MOBILITY					Status Issued	
10009	287260846355X10152025		IX	100	11/06/25		129.69	0.00	129.69
			*** Payment Total				129.69	0.00	129.69
Payment Number 1220640 Payment Date 11/04/25		Vendor 29855	D & A POWERTRAIN COMPONENTS					Status Issued	
29855	265049		IX	100	11/19/25		2,389.18	0.00	2,389.18
29855	265124		IX	100	11/22/25		1,146.66	0.00	1,146.66
			*** Payment Total				3,535.84	0.00	3,535.84
Payment Number 1220641 Payment Date 11/04/25		Vendor 20027	BLOOMINGDALE TOWNSHIP					Status Issued	
20027	2025-001		IX	100	11/26/25		17,835.48	0.00	17,835.48
			*** Payment Total				17,835.48	0.00	17,835.48
Payment Number 1220642 Payment Date 11/04/25		Vendor 10192	BONNELL INDUSTRIES INC					Status Issued	
10192	0223197-IN		IX	100	11/15/25		7,609.08	0.00	7,609.08
			*** Payment Total				7,609.08	0.00	7,609.08
Payment Number 1220643 Payment Date 11/04/25		Vendor 23241	CITY OF CHICAGO FMPS					Status Issued	
23241	492029		IX	100	11/08/25		1,000.00	0.00	1,000.00
			*** Payment Total				1,000.00	0.00	1,000.00
Payment Number 1220644 Payment Date 11/04/25		Vendor 10959	CITY OF NAPERVILLE					Status Issued	
10959	232329-154708 101625		IX	100	10/30/25		113.69	0.00	113.69
10959	232329-154712 101725		IX	100	10/30/25		108.82	0.00	108.82

Payment Date Range 11/04/25 thru 11/04/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220644 Payment Date 11/04/25			Vendor 10959				CITY OF NAPERVILLE	Status Issued	
						*** Payment Total	222.51	0.00	222.51
Payment Number 1220645 Payment Date 11/04/25			Vendor 10074				CITY OF WHEATON	Status Issued	
10074	17267 100125		IX	100	10/31/25		510.00	0.00	510.00
						*** Payment Total	510.00	0.00	510.00
Payment Number 1220646 Payment Date 11/04/25			Vendor 10074				CITY OF WHEATON	Status Issued	
10074	514244		IX	100	11/20/25		928.15	0.00	928.15
						*** Payment Total	928.15	0.00	928.15
Payment Number 1220647 Payment Date 11/04/25			Vendor 10074				CITY OF WHEATON	Status Issued	
10074	0034080000 101525		IX	100	11/14/25		197.40	0.00	197.40
10074	0034080200 101525		IX	100	11/14/25		125.90	0.00	125.90
10074	0034090000 101525		IX	100	11/14/25		66.11	0.00	66.11
10074	2024003900 101525		IX	100	11/14/25		376.83	0.00	376.83
						*** Payment Total	766.24	0.00	766.24
Payment Number 1220648 Payment Date 11/04/25			Vendor 10023				COM ED	Status Issued	
10023	5106001111 102725		IX	100	11/26/25		76.74	0.00	76.74
10023	5769111222 102425		IX	100	11/23/25		598.22	0.00	598.22
10023	7363936000 102825		IX	100	11/27/25		71.71	0.00	71.71
10023	8336964000 102825		IX	100	11/27/25		39.57	0.00	39.57
						*** Payment Total	786.24	0.00	786.24
Payment Number 1220649 Payment Date 11/04/25			Vendor 38412				CRUSH-CRETE, INC.	Status Issued	
38412	82184		IX	100	11/07/25		224.00	0.00	224.00
						*** Payment Total	224.00	0.00	224.00
Payment Number 1220650 Payment Date 11/04/25			Vendor 11486				DELUXE TOWING INC	Status Issued	
11486	98134		IX	100	10/03/25		200.00	0.00	200.00
						*** Payment Total	200.00	0.00	200.00
Payment Number 1220651 Payment Date 11/04/25			Vendor 11812				HD SUPPLY FORMERLY HOME DEPOT	Status Issued	
11812	897882247		IX	100	11/13/25		970.66	0.00	970.66
						*** Payment Total	970.66	0.00	970.66
Payment Number 1220652 Payment Date 11/04/25			Vendor 11106				HELM INC	Status Issued	
11106	INVH56216		IX	100	11/06/25		800.00	0.00	800.00
						*** Payment Total	800.00	0.00	800.00
Payment Number 1220653 Payment Date 11/04/25			Vendor 26295				ILLINOIS LABOR LAW POSTER SERV	Status Issued	
26295	A13653299831		IX	100	10/29/25		212.00	0.00	212.00
						*** Payment Total	212.00	0.00	212.00
Payment Number 1220654 Payment Date 11/04/25			Vendor 10241				ILLINOIS TOLLWAY	Status Issued	
10241	G123000006992		IX	100	11/05/25		641.00	0.00	641.00
						*** Payment Total	641.00	0.00	641.00

Payment Date Range 11/04/25 thru 11/04/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220655 Payment Date 11/04/25		Vendor 10241	ISTHA				Status Issued		
10241	200096487		IX	101	08/22/25		2,980,459.55	0.00	2,980,459.55
		*** Payment Total					2,980,459.55	0.00	2,980,459.55
Payment Number 1220656 Payment Date 11/04/25		Vendor 42249	JORDAHL, NILS				Status Issued		
42249	TRV20251005		IX	100	10/29/25		153.00	0.00	153.00
		*** Payment Total					153.00	0.00	153.00
Payment Number 1220657 Payment Date 11/04/25		Vendor 24920	JX ENTERPRISES, INC				Status Issued		
24920	25361193P		IX	100	11/14/25		121.12	0.00	121.12
		*** Payment Total					121.12	0.00	121.12
Payment Number 1220658 Payment Date 11/04/25		Vendor 47179	KAPUS, CHRISTOPHER L.				Status Issued		
47179	W210497		IX	100	10/29/25		2,500.00	0.00	2,500.00
		*** Payment Total					2,500.00	0.00	2,500.00
Payment Number 1220659 Payment Date 11/04/25		Vendor 47187	KUPER, KENT J.				Status Issued		
47187	EXP20251022		IX	100	10/29/25		125.00	0.00	125.00
		*** Payment Total					125.00	0.00	125.00
Payment Number 1220660 Payment Date 11/04/25		Vendor 24397	LAKESIDE INTERNATIONAL LLC				Status Issued		
24397	7298632P		IX	100	11/08/25		49.42	0.00	49.42
		*** Payment Total					49.42	0.00	49.42
Payment Number 1220661 Payment Date 11/04/25		Vendor 20265	MACHINERY COMPONENTS INC				Status Issued		
20265	859652		IX	100	11/23/25		902.00	0.00	902.00
		*** Payment Total					902.00	0.00	902.00
Payment Number 1220662 Payment Date 11/04/25		Vendor 10139	MCMASTER-CARR				Status Issued		
10139	53277110		IX	100	11/06/25		785.79	0.00	785.79
10139	53499461		IX	100	11/09/25		103.15	0.00	103.15
10139	53821295		IX	100	11/15/25		790.95	0.00	790.95
10139	53990305		IX	100	11/19/25		1,372.32	0.00	1,372.32
		*** Payment Total					3,052.21	0.00	3,052.21
Payment Number 1220663 Payment Date 11/04/25		Vendor 10851	MENARDS - WEST CHICAGO				Status Issued		
10851	29669		IX	100	11/23/25		53.95	0.00	53.95
		*** Payment Total					53.95	0.00	53.95
Payment Number 1220664 Payment Date 11/04/25		Vendor 20526	MIDWEST SIGN SUPPLY COMPANY				Status Issued		
20526	0300779-IN		IX	100	11/06/25		1,961.56	0.00	1,961.56
		*** Payment Total					1,961.56	0.00	1,961.56
Payment Number 1220665 Payment Date 11/04/25		Vendor 17988	MLYNARCZYK, STEVEN				Status Issued		
17988	TRV20251005		IX	100	11/04/25		153.00	0.00	153.00
		*** Payment Total					153.00	0.00	153.00
Payment Number 1220666 Payment Date 11/04/25		Vendor 44525	MOHR OIL COMPANY				Status Issued		
44525	454469B		IX	100	10/17/25		170.40	0.00	170.40

Payment Date Range 11/04/25 thru 11/04/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220666 Payment Date 11/04/25		Vendor 44525	MOHR OIL COMPANY					Status Issued	
44525	454470B		IX	100	10/17/25		43.33	0.00	43.33
			*** Payment Total				213.73	0.00	213.73
Payment Number 1220667 Payment Date 11/04/25		Vendor 12025	MSC INDUSTRIAL SUPPLY CO					Status Issued	
12025	66894050		IX	100	11/20/25		404.16	0.00	404.16
			*** Payment Total				404.16	0.00	404.16
Payment Number 1220668 Payment Date 11/04/25		Vendor 11213	NAPA AUTO PARTS					Status Issued	
11213	10000830320		IX	100	10/25/25		80.00	0.00	80.00
11213	294237		IX	100	10/24/25		23.85	0.00	23.85
11213	294752		IX	100	10/30/25		200.17	0.00	200.17
11213	294753		IX	100	10/30/25		60.00	0.00	60.00
11213	295176		IX	100	11/05/25		38.90	0.00	38.90
11213	295177		IX	100	11/05/25		116.90	0.00	116.90
11213	295348		IX	100	11/06/25		29.23	0.00	29.23
11213	295357		IX	100	11/06/25		93.62	0.00	93.62
11213	295360		IX	100	11/06/25		286.96	0.00	286.96
11213	295394		IX	100	11/07/25		117.24	0.00	117.24
11213	295422		IX	100	11/07/25		4,644.68	0.00	4,644.68
11213	295499		IX	100	11/08/25		51.58	0.00	51.58
11213	295501		IX	100	11/08/25		593.16	0.00	593.16
11213	295533		IX	100	11/08/25		124.56	0.00	124.56
11213	295637		IX	100	11/09/25		96.30	0.00	96.30
11213	295999		IX	100	11/14/25		69.66	0.00	69.66
11213	296011		IX	100	11/14/25		226.74	0.00	226.74
11213	296044		IX	100	11/14/25		11.75	0.00	11.75
11213	296107		IX	100	11/15/25		190.56	0.00	190.56
11213	296113		IX	100	11/15/25		370.56	0.00	370.56
11213	296140		IX	100	11/15/25		127.22	0.00	127.22
11213	793480		IX	100	11/08/25		4,485.86	0.00	4,485.86
			*** Payment Total				12,039.50	0.00	12,039.50
Payment Number 1220669 Payment Date 11/04/25		Vendor 10803	NAPCO STEEL INC.					Status Issued	
10803	483524		IX	100	11/08/25		69.40	0.00	69.40
			*** Payment Total				69.40	0.00	69.40
Payment Number 1220670 Payment Date 11/04/25		Vendor 19668	NAPERVILLE TOWNSHIP ROAD					Status Issued	
19668	5834-49		IX	100	11/08/25		6,712.51	0.00	6,712.51
			*** Payment Total				6,712.51	0.00	6,712.51
Payment Number 1220671 Payment Date 11/04/25		Vendor 10057	NICOR GAS					Status Issued	
10057	72852341519 101325		IX	100	11/12/25		154.74	0.00	154.74
			*** Payment Total				154.74	0.00	154.74
Payment Number 1220672 Payment Date 11/04/25		Vendor 30616	NORTHERN CONTRACTING INC					Status Issued	
30616	345		IX	100	11/22/25		511.00	0.00	511.00
30616	362		IX	100	11/24/25		4,531.00	0.00	4,531.00

Payment Date Range 11/04/25 thru 11/04/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220672 Payment Date 11/04/25			Vendor 30616				NORTHERN CONTRACTING INC	Status Issued	
			*** Payment Total				5,042.00	0.00	5,042.00
Payment Number 1220673 Payment Date 11/04/25			Vendor 39549				ODP BUSINESS SOLUTIONS, LLC	Status Issued	
39549	442045130001		IX	100	11/07/25		75.14	0.00	75.14
39549	442162416001		IX	100	11/07/25		73.68	0.00	73.68
39549	442174948001		IX	100	11/07/25		7.38	0.00	7.38
			*** Payment Total				156.20	0.00	156.20
Payment Number 1220674 Payment Date 11/04/25			Vendor 10096				PATSON INC	Status Issued	
10096	X101759791:01		IX	100	11/07/25		82.65	0.00	82.65
10096	X101760425:01		IX	100	11/08/25		31.53	0.00	31.53
10096	X101766324:01		IX	100	11/22/25		143.46	0.00	143.46
10096	X101768278:01		IX	100	11/23/25		418.39	0.00	418.39
			*** Payment Total				676.03	0.00	676.03
Payment Number 1220675 Payment Date 11/04/25			Vendor 10423				PRIME TACK & SEAL CO	Status Issued	
10423	85725		IX	100	11/12/25		383.54	0.00	383.54
			*** Payment Total				383.54	0.00	383.54
Payment Number 1220676 Payment Date 11/04/25			Vendor 10363				PRIORITY PRODUCTS INC.	Status Issued	
10363	1024000		IX	100	11/14/25		498.90	0.00	498.90
			*** Payment Total				498.90	0.00	498.90
Payment Number 1220677 Payment Date 11/04/25			Vendor 44500				RIBIKAWSKIS, MELISA	Status Issued	
44500	TRV20251005		IX	100	10/29/25		177.80	0.00	177.80
			*** Payment Total				177.80	0.00	177.80
Payment Number 1220678 Payment Date 11/04/25			Vendor 10540				SECRETARY OF STATE	Status Issued	
10540	6039825451 2025		IX	100	10/29/25		50.00	0.00	50.00
			*** Payment Total				50.00	0.00	50.00
Payment Number 1220679 Payment Date 11/04/25			Vendor 10540				SECRETARY OF STATE	Status Issued	
10540	6242288884 2025		IX	100	10/29/25		173.00	0.00	173.00
			*** Payment Total				173.00	0.00	173.00
Payment Number 1220680 Payment Date 11/04/25			Vendor 45132				FEDERAL SIGNAL CORPORATION	Status Issued	
45132	P06860		IX	100	11/08/25		709.12	0.00	709.12
			*** Payment Total				709.12	0.00	709.12
Payment Number 1220681 Payment Date 11/04/25			Vendor 10180				TRANE US INC	Status Issued	
10180	20140096		IX	100	10/18/25		486.16	0.00	486.16
			*** Payment Total				486.16	0.00	486.16
Payment Number 1220682 Payment Date 11/04/25			Vendor 10165				UESCO INDUSTRIES INC	Status Issued	
10165	151497		IX	100	11/22/25		685.25	0.00	685.25
			*** Payment Total				685.25	0.00	685.25
Payment Number 1220683 Payment Date 11/04/25			Vendor 32385				VETERANS TOWING & RECOVERING	Status Issued	

AP255 Date 11/04/25 Pay Group 1500 HWY STREETS & BRIDGES PAY GRP USD Page 8
Time 11:56 Bank Account Payment History

Payment Date Range 11/04/25 thru 11/04/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220683 Payment Date 11/04/25		Vendor 32385					VETERANS TOWING & RECOVERING	Status Issued	
32385	30451		IX	100	10/23/25		125.00	0.00	125.00
		*** Payment Total					125.00	0.00	125.00
Payment Number 1220684 Payment Date 11/04/25		Vendor 16103					WINFIELD TOWNSHIP ROAD	Status Issued	
16103	INV25-004		IX	100	11/23/25		48,462.12	0.00	48,462.12
		*** Payment Total					48,462.12	0.00	48,462.12
Payment Number 1220685 Payment Date 11/04/25		Vendor 43077					ZIPS CAR WASH, LLC	Status Issued	
43077	PS-INV105693		IX	100	10/30/25		1,065.00	0.00	1,065.00
		*** Payment Total					1,065.00	0.00	1,065.00
		*** Payment Code CHK Total					3,105,982.61	0.00	3,105,982.61
		Payment Count					52		
		*** Cash Code 1414 Total					3,651,914.02	0.00	3,651,914.02
		Payment Count					70		
		*** Pay Group 1500 USD Total					3,651,914.02	0.00	3,651,914.02
		Payment Count					70		

AP255 Date: 11/04/25 JOB SUBMISSION PARAMETERS
Time: 11:56

User Name: DP\FNDMD
Job Name: PMTHISTORY
Step Nbr: 7

Pay Group: 1600
Cash Code: 1414 Class C Accounts Payable

Payment Date: 110425 - 110425
Payment Numbers: -
Payment Code:

AP255 Date 11/04/25 Pay Group 1600 CONSERV & RECREATION PAY GROUP USD Page 1
Time 11:56 Bank Account Payment History

Payment Date Range 11/04/25 thru 11/04/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 537571 Payment Date 11/04/25		Vendor 12848			WATER WELL SOLUTIONS ILLINOIS			Status Issued	
12848	IL25-08-104		IX	100	09/06/25		6,125.00	0.00	6,125.00
		*** Payment Total					6,125.00	0.00	6,125.00
		*** Payment Code ACH Total					6,125.00	0.00	6,125.00
		Payment Count					1		
		*** Cash Code 1414 Total					6,125.00	0.00	6,125.00
		Payment Count					1		
		*** Pay Group 1600 USD Total					6,125.00	0.00	6,125.00
		Payment Count					1		

AP255 Date: 11/04/25 JOB SUBMISSION PARAMETERS
Time: 11:56

User Name: DP\FNDMD
Job Name: PMTHISTORY
Step Nbr: 8

Pay Group: 2000
Cash Code: 1414 Class C Accounts Payable

Payment Date: 110425 - 110425
Payment Numbers: -
Payment Code:

Bank Account Payment History

Payment Date Range 11/04/25 thru 11/04/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 537572 Payment Date 11/04/25			Vendor 10124		GRAYBAR			Status Issued	
10124	9350280993		IX	100	10/17/25		31.52	0.00	31.52
10124	9350394266		IX	100	10/25/25		177.44	0.00	177.44
10124	9350431341		IX	100	10/29/25		2,138.75	0.00	2,138.75
10124	9350504609		IX	100	11/02/25		2,580.16	0.00	2,580.16
			*** Payment Total				4,927.87	0.00	4,927.87
Payment Number 537573 Payment Date 11/04/25			Vendor 11154		PORTER PIPE & SUPPLY			Status Issued	
11154	13097165-00		IX	100	10/26/25		73.82	0.00	73.82
11154	13100983-00		IX	100	11/02/25		148.80	0.00	148.80
11154	13104676-00		IX	100	11/08/25		476.13	0.00	476.13
11154	13113540-00		IX	100	11/21/25		600.00	0.00	600.00
			*** Payment Total				1,298.75	0.00	1,298.75
		*** Payment Code ACH Total					6,226.62	0.00	6,226.62
		Payment Count					2		

Payment Date Range 11/04/25 thru 11/04/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220686 Payment Date 11/04/25			Vendor 10788				BRIDGESTONE RETAIL OPERATIONS	Status Issued	
10788	387318		IX	100	10/30/25		317.43	0.00	317.43
			*** Payment Total				317.43	0.00	317.43
Payment Number 1220687 Payment Date 11/04/25			Vendor 10023				COM ED	Status Issued	
10023	9223633333 102225		IX	100	11/21/25		259,137.81	0.00	259,137.81
			*** Payment Total				259,137.81	0.00	259,137.81
Payment Number 1220688 Payment Date 11/04/25			Vendor 10030				DUKANE ASPHALT COMPANY	Status Issued	
10030	9023		IX	100	11/07/25		195.90	0.00	195.90
			*** Payment Total				195.90	0.00	195.90
Payment Number 1220689 Payment Date 11/04/25			Vendor 11012				EMECOLE METRO, LLC	Status Issued	
11012	INV078329		IX	100	11/19/25		244.00	0.00	244.00
			*** Payment Total				244.00	0.00	244.00
Payment Number 1220690 Payment Date 11/04/25			Vendor 10996				FIRST ENVIRONMENTAL LABS INC	Status Issued	
10996	195235		IX	100	11/29/25		4,122.30	0.00	4,122.30
			*** Payment Total				4,122.30	0.00	4,122.30
Payment Number 1220691 Payment Date 11/04/25			Vendor 38411				FOSTERS TEST LANE	Status Issued	
38411	47767		IX	100	10/02/25		92.00	0.00	92.00
			*** Payment Total				92.00	0.00	92.00
Payment Number 1220692 Payment Date 11/04/25			Vendor 11470				HYDRAULIC SUPPLY COMPANY	Status Issued	
11470	3597254		IX	100	10/25/25		41.76	0.00	41.76
11470	3603675		IX	100	10/31/25		18.68	0.00	18.68
11470	3607507		IX	100	11/05/25		64.23	0.00	64.23
			*** Payment Total				124.67	0.00	124.67
Payment Number 1220693 Payment Date 11/04/25			Vendor 47191				KLIMASZEWSKI, AGNIESZKA	Status Issued	
47191	100725		IX	100	10/30/25		822.00	0.00	822.00
			*** Payment Total				822.00	0.00	822.00
Payment Number 1220694 Payment Date 11/04/25			Vendor 10851				MENARDS	Status Issued	
10851	93891		IX	100	11/19/25		86.83	0.00	86.83
			*** Payment Total				86.83	0.00	86.83
Payment Number 1220695 Payment Date 11/04/25			Vendor 10057				NICOR GAS	Status Issued	
10057	18956900007 102325		IX	100	11/22/25		72.03	0.00	72.03
10057	50926110003 102325		IX	100	11/22/25		158.68	0.00	158.68
10057	54626010000 102325		IX	100	11/22/25		172.62	0.00	172.62
10057	86141110006 102325		IX	100	11/22/25		64.15	0.00	64.15
			*** Payment Total				467.48	0.00	467.48
Payment Number 1220696 Payment Date 11/04/25			Vendor 11394				POLYDYNE INC	Status Issued	
11394	1973609		IX	100	11/27/25		11,799.20	0.00	11,799.20
			*** Payment Total				11,799.20	0.00	11,799.20

Payment Date Range 11/04/25 thru 11/04/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
		*** Payment Code CHK Total					277,409.62	0.00	277,409.62
		Payment Count					11		
		*** Cash Code 1414 Total					283,636.24	0.00	283,636.24
		Payment Count					13		
		*** Pay Group 2000 USD Total					283,636.24	0.00	283,636.24
		Payment Count					13		

AP255 Date: 11/04/25 JOB SUBMISSION PARAMETERS
Time: 11:56

User Name: DP\FNDMD
Job Name: PMTHISTORY
Step Nbr: 9

Pay Group: 5000
Cash Code: 1414 Class C Accounts Payable

Payment Date: 110425 - 110425
Payment Numbers: -
Payment Code:

Bank Account Payment History

Payment Date Range 11/04/25 thru 11/04/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code ACH

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 537574 Payment Date 11/04/25		Vendor 26753	AMAZON CAPITAL SERVICES				Status Issued	
26753	1NQ7-GH39-YHPL		IX 101	11/26/25		490.73	0.00	490.73
			*** Payment Total			490.73	0.00	490.73
Payment Number 537575 Payment Date 11/04/25		Vendor 28463	CATHOLIC CHARITIES OF THE ARCH				Status Issued	
28463	HM21-02A#24		IX 103	12/03/25		10,150.99	0.00	10,150.99
			*** Payment Total			10,150.99	0.00	10,150.99
Payment Number 537576 Payment Date 11/04/25		Vendor 12531	CTS, INC.				Status Issued	
12531	386026		IX 105	11/05/25		775.00	0.00	775.00
			*** Payment Total			775.00	0.00	775.00
Payment Number 537577 Payment Date 11/04/25		Vendor 42604	GRIFFIN, ANGELA L.				Status Issued	
42604	102825 103025		IX 202	12/03/25		387.50	0.00	387.50
			*** Payment Total			387.50	0.00	387.50
Payment Number 537578 Payment Date 11/04/25		Vendor 45597	JOHNSON, RAYMOND W.				Status Issued	
45597	100125-101625.RJ		IX 104	11/28/25		1,320.00	0.00	1,320.00
			*** Payment Total			1,320.00	0.00	1,320.00
Payment Number 537579 Payment Date 11/04/25		Vendor 46204	MENTOR AGILE				Status Issued	
46204	MA-WNC-00016		IX 105	11/05/25		10,000.00	0.00	10,000.00
46204	MA-WNC-00017		IX 105	11/05/25		10,000.00	0.00	10,000.00
			*** Payment Total			20,000.00	0.00	20,000.00
Payment Number 537580 Payment Date 11/04/25		Vendor 10494	MICROTRAIN				Status Issued	
10494	94376		IX 105	10/30/25		3,605.00	0.00	3,605.00
10494	94384		IX 105	10/30/25		2,963.00	0.00	2,963.00
10494	94386		IX 105	10/30/25		1,310.00	0.00	1,310.00
			*** Payment Total			7,878.00	0.00	7,878.00
Payment Number 537581 Payment Date 11/04/25		Vendor 18708	PERKINSON, GENEVA				Status Issued	
18708	TRV20251021		IX 104	10/31/25		755.80	0.00	755.80
			*** Payment Total			755.80	0.00	755.80
		*** Payment Code ACH Total				41,758.02	0.00	41,758.02
		Payment Count				8		

Payment Date Range 11/04/25 thru 11/04/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220697 Payment Date 11/04/25		Vendor 47198	AIM OLYMPUS LLC					Status Issued	
47198	IACAA-1675-26-2838		IX	101	11/21/25		2,000.00	0.00	2,000.00
			*** Payment Total				2,000.00	0.00	2,000.00
Payment Number 1220698 Payment Date 11/04/25		Vendor 10008	AT&T					Status Issued	
10008	3115367018		IX	105	11/18/25		429.66	0.00	429.66
			*** Payment Total				429.66	0.00	429.66
Payment Number 1220699 Payment Date 11/04/25		Vendor 10008	AT&T					Status Issued	
10008	5597608010		IX	105	11/18/25		397.65	0.00	397.65
			*** Payment Total				397.65	0.00	397.65
Payment Number 1220700 Payment Date 11/04/25		Vendor 32632	AVANATH HINSDALE, LLC					Status Issued	
32632	IACAA-1675-26-2841		IX	101	11/27/25		600.00	0.00	600.00
			*** Payment Total				600.00	0.00	600.00
Payment Number 1220701 Payment Date 11/04/25		Vendor 32632	AVANATH HINSDALE, LLC					Status Issued	
32632	IACAA-1675-26-2842		IX	101	10/30/25		1,325.00	0.00	1,325.00
			*** Payment Total				1,325.00	0.00	1,325.00
Payment Number 1220702 Payment Date 11/04/25		Vendor 23522	BUILDING PERFORMANCE INSTITUTE					Status Issued	
23522	108034A		IX	100	12/03/25		600.00	0.00	600.00
			*** Payment Total				600.00	0.00	600.00
Payment Number 1220703 Payment Date 11/04/25		Vendor 10023	COM ED - LIHEAP PAYMENTS					Status Issued	
10023	240704		IX	200	11/28/25		60,752.00	0.00	60,752.00
			*** Payment Total				60,752.00	0.00	60,752.00
Payment Number 1220704 Payment Date 11/04/25		Vendor 22065	COMNET GROUP INC					Status Issued	
22065	202509SM-01		IX	105	10/29/25		5,585.00	0.00	5,585.00
			*** Payment Total				5,585.00	0.00	5,585.00
Payment Number 1220705 Payment Date 11/04/25		Vendor 23836	CORRECTIONAL COUNSELING INC					Status Issued	
23836	63009		IX	104	11/14/25		701.16	0.00	701.16
23836	63010		IX	104	11/14/25		701.16	0.00	701.16
			*** Payment Total				1,402.32	0.00	1,402.32
Payment Number 1220706 Payment Date 11/04/25		Vendor 10520	DEPAUL UNIVERSITY					Status Issued	
10520	10536		IX	105	09/24/25		1,512.00	0.00	1,512.00
			*** Payment Total				1,512.00	0.00	1,512.00
Payment Number 1220707 Payment Date 11/04/25		Vendor 14114	CS FAMILY PHARMACY INC					Status Issued	
14114	10312025-02		IX	101	11/30/25		1,290.68	0.00	1,290.68
			*** Payment Total				1,290.68	0.00	1,290.68
Payment Number 1220708 Payment Date 11/04/25		Vendor 32752	DUPAGE HOMEOWNERSHIP CENTER					Status Issued	
32752	2023-167		IX	101	11/29/25		9,357.67	0.00	9,357.67
			*** Payment Total				9,357.67	0.00	9,357.67

AP255 Date 11/04/25 Pay Group 5000 DUPAGE COUNTY GRANTS PAY GROUP USD Page 3
Time 11:57 Bank Account Payment History

Payment Date Range 11/04/25 thru 11/04/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220709 Payment Date 11/04/25			Vendor 28611				IT EXPERT SYSTEM INC	Status Issued	
28611	ID01-09222025		IX	105	11/03/25		3,400.00	0.00	3,400.00
			*** Payment Total				3,400.00	0.00	3,400.00
Payment Number 1220710 Payment Date 11/04/25			Vendor 47203				LARKIN, DASIAH	Status Issued	
47203	103025		IX	105	10/31/25		500.00	0.00	500.00
			*** Payment Total				500.00	0.00	500.00
Payment Number 1220711 Payment Date 11/04/25			Vendor 10057				NICOR GAS	Status Issued	
10057	240707		IX	200	11/28/25		16,466.00	0.00	16,466.00
			*** Payment Total				16,466.00	0.00	16,466.00
Payment Number 1220712 Payment Date 11/04/25			Vendor 46774				ROSE, RICKY	Status Issued	
46774	629		IX	101	11/26/25		175.00	0.00	175.00
			*** Payment Total				175.00	0.00	175.00
Payment Number 1220713 Payment Date 11/04/25			Vendor 47204				THOMPSON, VINCENT	Status Issued	
47204	V26432-1		IX	105	11/03/25		383.99	0.00	383.99
			*** Payment Total				383.99	0.00	383.99
Payment Number 1220714 Payment Date 11/04/25			Vendor 47205				VENTURA, ILIANA	Status Issued	
47205	V26415-1		IX	105	11/03/25		221.94	0.00	221.94
			*** Payment Total				221.94	0.00	221.94
Payment Number 1220715 Payment Date 11/04/25			Vendor 30141				WELLSKY	Status Issued	
30141	CTR1500010124		IX	103	11/03/25		32,369.97	0.00	32,369.97
			*** Payment Total				32,369.97	0.00	32,369.97
		*** Payment Code CHK Total					138,768.88	0.00	138,768.88
			Payment Count				19		
		*** Cash Code 1414 Total					180,526.90	0.00	180,526.90
			Payment Count				27		
		*** Pay Group 5000 USD Total					180,526.90	0.00	180,526.90
			Payment Count				27		

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

File #: 25-2721 **Agenda Date:** 11/12/2025 **Agenda #:** 9.A.7.

AP255 Date: 11/05/25 JOB SUBMISSION PARAMETERS
Time: 08:47

User Name: DP\FNDMD
Job Name: AP255-2000
Step Nbr: 1

Pay Group: 2000
Cash Code: 1414 Class C Accounts Payable

Payment Date: 110525 - 110525
Payment Numbers: -
Payment Code:

Bank Account Payment History

Payment Date Range 11/05/25 thru 11/05/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220716 Payment Date 11/05/25		Vendor 47111	ALVAREZ, ROEL					Status Issued	
47111	196197-21002650_1025			100	10/22/25		48.21	0.00	48.21
				*** Payment Total			48.21	0.00	48.21
Payment Number 1220717 Payment Date 11/05/25		Vendor 44128	ANDERSON, LAURA					Status Issued	
44128	133085-16525634_1025			100	10/22/25		381.56	0.00	381.56
				*** Payment Total			381.56	0.00	381.56
Payment Number 1220718 Payment Date 11/05/25		Vendor 41679	ARNAUT, DUMITRU					Status Issued	
41679	196426-16524284_1025			100	10/22/25		58.02	0.00	58.02
				*** Payment Total			58.02	0.00	58.02
Payment Number 1220719 Payment Date 11/05/25		Vendor 47112	BAIG, MIRZA					Status Issued	
47112	196733-15518602_1025			100	10/22/25		37.62	0.00	37.62
				*** Payment Total			37.62	0.00	37.62
Payment Number 1220720 Payment Date 11/05/25		Vendor 47113	BENNETT, WILLIAM & DOROTHY					Status Issued	
47113	200575-15001793_1025			100	10/22/25		36.63	0.00	36.63
				*** Payment Total			36.63	0.00	36.63
Payment Number 1220721 Payment Date 11/05/25		Vendor 47114	BRESCIA, ARLENE					Status Issued	
47114	164084-21004084_1025			100	10/22/25		16.07	0.00	16.07
				*** Payment Total			16.07	0.00	16.07
Payment Number 1220722 Payment Date 11/05/25		Vendor 47115	BROWN, LEA					Status Issued	
47115	162503-21003334_1025			100	10/22/25		16.07	0.00	16.07
				*** Payment Total			16.07	0.00	16.07
Payment Number 1220723 Payment Date 11/05/25		Vendor 47116	BUCKO, RICHARD					Status Issued	
47116	152525-18003122_1025			100	10/22/25		36.56	0.00	36.56
				*** Payment Total			36.56	0.00	36.56
Payment Number 1220724 Payment Date 11/05/25		Vendor 47117	CALLAWAY, SUSAN					Status Issued	
47117	115184-15518515_1025			100	10/22/25		41.84	0.00	41.84
				*** Payment Total			41.84	0.00	41.84
Payment Number 1220725 Payment Date 11/05/25		Vendor 47118	CARR, MICHAEL					Status Issued	
47118	151201-17506249_1025			100	10/22/25		10.42	0.00	10.42
				*** Payment Total			10.42	0.00	10.42
Payment Number 1220726 Payment Date 11/05/25		Vendor 47119	CHEAURE, PATRICIA					Status Issued	
47119	120374-15520222_1025			100	10/22/25		40.68	0.00	40.68
				*** Payment Total			40.68	0.00	40.68
Payment Number 1220727 Payment Date 11/05/25		Vendor 47120	COVALI, BORIS & NELI					Status Issued	
47120	182370-43010178_1025			100	10/22/25		95.50	0.00	95.50
				*** Payment Total			95.50	0.00	95.50
Payment Number 1220728 Payment Date 11/05/25		Vendor 47121	CRUZ, HECTOR					Status Issued	

Payment Date Range 11/05/25 thru 11/05/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220728 Payment Date 11/05/25		Vendor 47121		CRUZ, HECTOR			Status Issued	
47121	135016-16526437_1025		100	10/22/25		37.12	0.00	37.12
			*** Payment Total			37.12	0.00	37.12
Payment Number 1220729 Payment Date 11/05/25		Vendor 47122		CURTIS, LAURIE			Status Issued	
47122	117701-15519388_1025		100	10/22/25		18.48	0.00	18.48
			*** Payment Total			18.48	0.00	18.48
Payment Number 1220730 Payment Date 11/05/25		Vendor 47123		DELROSARIO, RUBEN			Status Issued	
47123	179960-43005356_1025		100	10/22/25		41.56	0.00	41.56
			*** Payment Total			41.56	0.00	41.56
Payment Number 1220731 Payment Date 11/05/25		Vendor 47124		DI PIAZZA, JENNIFER			Status Issued	
47124	120857-15520423_1025		100	10/22/25		12.54	0.00	12.54
			*** Payment Total			12.54	0.00	12.54
Payment Number 1220732 Payment Date 11/05/25		Vendor 47107		FANNING, EVAN &			Status Issued	
47107	112192-15516920_1025		100	10/22/25		16.72	0.00	16.72
			*** Payment Total			16.72	0.00	16.72
Payment Number 1220733 Payment Date 11/05/25		Vendor 47125		FITZPATRICK, WILLIAM			Status Issued	
47125	151534-17529597_1025		100	10/22/25		32.09	0.00	32.09
			*** Payment Total			32.09	0.00	32.09
Payment Number 1220734 Payment Date 11/05/25		Vendor 47126		GH WILLOWBROOK LLC			Status Issued	
47126	196811-16021559_1025		100	10/22/25		247.84	0.00	247.84
			*** Payment Total			247.84	0.00	247.84
Payment Number 1220735 Payment Date 11/05/25		Vendor 47127		GRANDIN, JOHN			Status Issued	
47127	165524-21004778_1025		100	10/22/25		300.00	0.00	300.00
			*** Payment Total			300.00	0.00	300.00
Payment Number 1220736 Payment Date 11/05/25		Vendor 16404		GRANDVIEW CAPITAL LLC			Status Issued	
16404	202162-21003287_1025		100	10/22/25		38.93	0.00	38.93
16404	202447-15518104_1025		100	10/22/25		9.48	0.00	9.48
			*** Payment Total			48.41	0.00	48.41
Payment Number 1220737 Payment Date 11/05/25		Vendor 47128		GROSU, ANDRIAN			Status Issued	
47128	121563-16020675_1025		100	10/22/25		36.07	0.00	36.07
			*** Payment Total			36.07	0.00	36.07
Payment Number 1220738 Payment Date 11/05/25		Vendor 47129		GUZZINO, TYLER			Status Issued	
47129	114632-15518220_1025		100	10/22/25		86.92	0.00	86.92
			*** Payment Total			86.92	0.00	86.92
Payment Number 1220739 Payment Date 11/05/25		Vendor 47130		HACKING, ERIC			Status Issued	
47130	151942-18002911_1025		100	10/22/25		26.14	0.00	26.14
			*** Payment Total			26.14	0.00	26.14

Payment Date Range 11/05/25 thru 11/05/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220740 Payment Date 11/05/25			Vendor 47131		HARY, REBECCA			Status Issued	
47131	112122-15516869_1025			100	10/22/25		16.72	0.00	16.72
			*** Payment Total				16.72	0.00	16.72
Payment Number 1220741 Payment Date 11/05/25			Vendor 47132		HASAN, ANDRE			Status Issued	
47132	203074-16532083_1025			100	10/22/25		61.65	0.00	61.65
			*** Payment Total				61.65	0.00	61.65
Payment Number 1220742 Payment Date 11/05/25			Vendor 47133		JOSEPH A LEDVORA LIVING TRUST			Status Issued	
47133	162535-21003356_1025			100	10/22/25		16.07	0.00	16.07
			*** Payment Total				16.07	0.00	16.07
Payment Number 1220743 Payment Date 11/05/25			Vendor 47134		JOYCE, MONIKA			Status Issued	
47134	165758-21004880_1025			100	10/22/25		16.07	0.00	16.07
			*** Payment Total				16.07	0.00	16.07
Payment Number 1220744 Payment Date 11/05/25			Vendor 46928		KUMAR, RAJEEV			Status Issued	
46928	194324-14800717_1025			100	10/22/25		27.78	0.00	27.78
			*** Payment Total				27.78	0.00	27.78
Payment Number 1220745 Payment Date 11/05/25			Vendor 47135		KUSHNER, WILLIAM			Status Issued	
47135	163144-21003703_1025			100	10/22/25		32.14	0.00	32.14
			*** Payment Total				32.14	0.00	32.14
Payment Number 1220746 Payment Date 11/05/25			Vendor 47136		LETTIEVE, VINCENT			Status Issued	
47136	201029-16523848_1025			100	10/22/25		28.76	0.00	28.76
			*** Payment Total				28.76	0.00	28.76
Payment Number 1220747 Payment Date 11/05/25			Vendor 47108		MARCHEWKA, ROBERT			Status Issued	
47108	193667-44414972_1025			100	10/22/25		8.78	0.00	8.78
			*** Payment Total				8.78	0.00	8.78
Payment Number 1220748 Payment Date 11/05/25			Vendor 47109		MCDONOUGH, ROSEMARIE &			Status Issued	
47109	147131-16800954_1025			100	10/22/25		56.57	0.00	56.57
			*** Payment Total				56.57	0.00	56.57
Payment Number 1220749 Payment Date 11/05/25			Vendor 47137		MI HOMES LLC			Status Issued	
47137	202653-16532398_1025			100	10/22/25		91.41	0.00	91.41
			*** Payment Total				91.41	0.00	91.41
Payment Number 1220750 Payment Date 11/05/25			Vendor 47138		MIKUCAUSKAS, LINDA			Status Issued	
47138	170153-21007103_1025			100	10/22/25		32.14	0.00	32.14
			*** Payment Total				32.14	0.00	32.14
Payment Number 1220751 Payment Date 11/05/25			Vendor 47139		MIKULA, MICHAEL & DENISE			Status Issued	
47139	193244-44404115_1025			100	10/22/25		6.23	0.00	6.23
			*** Payment Total				6.23	0.00	6.23
Payment Number 1220752 Payment Date 11/05/25			Vendor 47106		MINKLEY, CHRISTOPHER &			Status Issued	

Payment Date Range 11/05/25 thru 11/05/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220752 Payment Date 11/05/25		Vendor 47106	MINKLEY, CHRISTOPHER &				Status Issued		
47106	120535-15520290_1025			100	10/22/25		8.36	0.00	8.36
			*** Payment Total				8.36	0.00	8.36
Payment Number 1220753 Payment Date 11/05/25		Vendor 47140	MOSSBURG, JACK & MONICA				Status Issued		
47140	199520-21010479_1025			100	10/22/25		16.07	0.00	16.07
			*** Payment Total				16.07	0.00	16.07
Payment Number 1220754 Payment Date 11/05/25		Vendor 47141	MUELLER, ANGELA				Status Issued		
47141	129325-16524099_1025			100	10/22/25		8.36	0.00	8.36
			*** Payment Total				8.36	0.00	8.36
Payment Number 1220755 Payment Date 11/05/25		Vendor 47142	NOONE, JEANETTE				Status Issued		
47142	202381-19503744_1025			100	10/22/25		27.14	0.00	27.14
			*** Payment Total				27.14	0.00	27.14
Payment Number 1220756 Payment Date 11/05/25		Vendor 47143	NYESOAH, MARY ELLEN				Status Issued		
47143	120843-15520419_1025			100	10/22/25		33.07	0.00	33.07
			*** Payment Total				33.07	0.00	33.07
Payment Number 1220757 Payment Date 11/05/25		Vendor 47144	PESUT, THOMAS				Status Issued		
47144	118022-15519498_1025			100	10/22/25		13.66	0.00	13.66
			*** Payment Total				13.66	0.00	13.66
Payment Number 1220758 Payment Date 11/05/25		Vendor 40550	PULTE HOMES				Status Issued		
40550	201950-16532387_1025			100	10/22/25		125.90	0.00	125.90
			*** Payment Total				125.90	0.00	125.90
Payment Number 1220759 Payment Date 11/05/25		Vendor 47145	QK PROPERTIES LLC				Status Issued		
47145	127721-16523476_1025			100	10/22/25		149.93	0.00	149.93
			*** Payment Total				149.93	0.00	149.93
Payment Number 1220760 Payment Date 11/05/25		Vendor 39645	REDEVELOPED PROPERTIES LLC				Status Issued		
39645	202471-15520399_1025			100	10/22/25		17.02	0.00	17.02
			*** Payment Total				17.02	0.00	17.02
Payment Number 1220761 Payment Date 11/05/25		Vendor 47146	REISER, JEFF				Status Issued		
47146	165308-21004690_1025			100	10/22/25		16.07	0.00	16.07
			*** Payment Total				16.07	0.00	16.07
Payment Number 1220762 Payment Date 11/05/25		Vendor 47147	ROBINSON, JERRY				Status Issued		
47147	102960-11507144_1025			100	10/22/25		43.84	0.00	43.84
			*** Payment Total				43.84	0.00	43.84
Payment Number 1220763 Payment Date 11/05/25		Vendor 47148	ROHR, MICHAEL				Status Issued		
47148	147715-16801345_1025			100	10/22/25		25.77	0.00	25.77
			*** Payment Total				25.77	0.00	25.77
Payment Number 1220764 Payment Date 11/05/25		Vendor 47149	RUDNICK, DANIEL				Status Issued		

Payment Date Range 11/05/25 thru 11/05/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220764 Payment Date 11/05/25			Vendor 47149		RUDNICK, DANIEL			Status Issued	
47149	156461-21000267_1025			100	10/22/25		72.68	0.00	72.68
			*** Payment Total				72.68	0.00	72.68
Payment Number 1220765 Payment Date 11/05/25			Vendor 47150		SANTUCCI, ANGELO			Status Issued	
47150	113561-15517760_1025			100	10/22/25		25.08	0.00	25.08
			*** Payment Total				25.08	0.00	25.08
Payment Number 1220766 Payment Date 11/05/25			Vendor 47151		SCHULTZ, EDWARD & LYNN			Status Issued	
47151	196110-43004759_1025			100	10/22/25		70.06	0.00	70.06
			*** Payment Total				70.06	0.00	70.06
Payment Number 1220767 Payment Date 11/05/25			Vendor 47152		SEBASTIAN, SCOTT			Status Issued	
47152	201446-19503606_1025			100	10/22/25		182.80	0.00	182.80
			*** Payment Total				182.80	0.00	182.80
Payment Number 1220768 Payment Date 11/05/25			Vendor 47153		SEYMOUR, JAY			Status Issued	
47153	111500-15516464_1025			100	10/22/25		147.28	0.00	147.28
			*** Payment Total				147.28	0.00	147.28
Payment Number 1220769 Payment Date 11/05/25			Vendor 47154		SRENIAWSKI, DAVID & SUE			Status Issued	
47154	102365-11506859_1025			100	10/22/25		8.36	0.00	8.36
			*** Payment Total				8.36	0.00	8.36
Payment Number 1220770 Payment Date 11/05/25			Vendor 47155		STOCKA, BARBARA			Status Issued	
47155	105640-12008421_1025			100	10/22/25		10.42	0.00	10.42
			*** Payment Total				10.42	0.00	10.42
Payment Number 1220771 Payment Date 11/05/25			Vendor 47156		STONIKAS, PAUL			Status Issued	
47156	159216-21001668_1025			100	10/22/25		48.21	0.00	48.21
			*** Payment Total				48.21	0.00	48.21
Payment Number 1220772 Payment Date 11/05/25			Vendor 47157		STOY, SARAH			Status Issued	
47157	119717-15520070_1025			100	10/22/25		8.36	0.00	8.36
			*** Payment Total				8.36	0.00	8.36
Payment Number 1220773 Payment Date 11/05/25			Vendor 46964		SUERTH, WM			Status Issued	
46964	195260-15000070_1025			100	10/22/25		36.82	0.00	36.82
			*** Payment Total				36.82	0.00	36.82
Payment Number 1220774 Payment Date 11/05/25			Vendor 40688		SULLIVAN, TAMARA			Status Issued	
40688	151725-18002821_1025			100	10/22/25		40.52	0.00	40.52
			*** Payment Total				40.52	0.00	40.52
Payment Number 1220775 Payment Date 11/05/25			Vendor 47158		SZOSTEK, DAVID			Status Issued	
47158	147572-16801262_1025			100	10/22/25		8.94	0.00	8.94
			*** Payment Total				8.94	0.00	8.94
Payment Number 1220776 Payment Date 11/05/25			Vendor 47159		TAYLOR, JASON			Status Issued	

Payment Date Range 11/05/25 thru 11/05/25
Cash Code 1414 Bank 071923909 Payment Currency USD
Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1220776 Payment Date 11/05/25			Vendor 47159		TAYLOR, JASON			Status Issued	
47159	196899-21000406_1025			100	10/22/25		18.17	0.00	18.17
			*** Payment Total				18.17	0.00	18.17
Payment Number 1220777 Payment Date 11/05/25			Vendor 47160		TAYLOR, LT			Status Issued	
47160	202710-16800899_1025			100	10/22/25		25.35	0.00	25.35
			*** Payment Total				25.35	0.00	25.35
Payment Number 1220778 Payment Date 11/05/25			Vendor 23472		THOMPSON, JAMES			Status Issued	
23472	159172-21001638_1025			100	10/22/25		100.00	0.00	100.00
			*** Payment Total				100.00	0.00	100.00
Payment Number 1220779 Payment Date 11/05/25			Vendor 46037		US BANK TRUST C/O HUDSON HOMES			Status Issued	
46037	108884-15000137_1025			100	10/22/25		12.86	0.00	12.86
			*** Payment Total				12.86	0.00	12.86
Payment Number 1220780 Payment Date 11/05/25			Vendor 47161		VLK, ARLENE			Status Issued	
47161	157887-21001068_1025			100	10/22/25		384.98	0.00	384.98
			*** Payment Total				384.98	0.00	384.98
Payment Number 1220781 Payment Date 11/05/25			Vendor 47162		WIELAND, DEBRA L			Status Issued	
47162	103961-11507661_1025			100	10/22/25		45.22	0.00	45.22
			*** Payment Total				45.22	0.00	45.22
Payment Number 1220782 Payment Date 11/05/25			Vendor 47163		WILLIAMS, ROBERT & QUINETTA			Status Issued	
47163	200413-11506995_1025			100	10/22/25		47.05	0.00	47.05
			*** Payment Total				47.05	0.00	47.05
Payment Number 1220783 Payment Date 11/05/25			Vendor 47164		WILT, JOHN & DIANE			Status Issued	
47164	119442-15520012_1025			100	10/22/25		88.90	0.00	88.90
			*** Payment Total				88.90	0.00	88.90
Payment Number 1220784 Payment Date 11/05/25			Vendor 47165		WOJTCZAK, DAN & SHARLETTA			Status Issued	
47165	199889-30506677_1025			100	10/22/25		185.96	0.00	185.96
			*** Payment Total				185.96	0.00	185.96
Payment Number 1220785 Payment Date 11/05/25			Vendor 47166		ZAHIR, SYED			Status Issued	
47166	173572-21010570_1025			100	10/22/25		111.41	0.00	111.41
			*** Payment Total				111.41	0.00	111.41
			*** Payment Code CHK Total				4,282.01	0.00	4,282.01
			Payment Count				70		
			*** Cash Code 1414 Total				4,282.01	0.00	4,282.01
			Payment Count				70		
			*** Pay Group 2000 USD Total				4,282.01	0.00	4,282.01
			Payment Count				70		

Wire Transfer

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

File #: 25-2742 **Agenda Date:** 11/12/2025 **Agenda #:** 9.B.1.

AP255 Date: 11/06/25 JOB SUBMISSION PARAMETERS
Time: 08:07

User Name: DP\FNDMD
Job Name: AP255-1100
Step Nbr: 1

Pay Group: 1100
Cash Code: 3910 Class C Account

Payment Date: 110625 - 110625
Payment Numbers: 110425 - 110425
Payment Code: WTF Wire Transfer

Bank Account Payment History

Payment Date Range 11/06/25 thru 11/06/25
Payment Number Range 110425 thru 110425

Cash Code 3910 Bank 071000013 Payment Currency USD
Payment Code WTF

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 110425 Payment Date 11/06/25		Vendor 11521			CORVEL CORPORATION			Status Issued	
11521	110425-DUPAG	102			12/04/25		124,842.05	0.00	124,842.05
		*** Payment Total					124,842.05	0.00	124,842.05
		*** Payment Code WTF Total					124,842.05	0.00	124,842.05
		Payment Count					1		
		*** Cash Code 3910 Total					124,842.05	0.00	124,842.05
		Payment Count					1		
		*** Pay Group 1100 USD Total					124,842.05	0.00	124,842.05
		Payment Count					1		

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

File #: 25-2631 **Agenda Date:** 11/12/2025 **Agenda #:** 8.J.

CHANGE ORDERS				
Wednesday, November 12, 2025				
Department	**Vendor**	**PO#**	**Amount**	**Action**
Human Services	AirGas USA, LLC	4593	$ (31,292.09)	Decrease & Close
Human Services	Alpha Baking Company	7160	$ (10,098.88)	Decrease & Close
Human Services	Hill Mechanical Corp.	5755	$ (43,293.06)	Decrease & Close
Human Services	Integral Construction	5675	$ (64,512.25)	Decrease & Close
Human Services	Medline Industries, Inc.	7162	$ (14,443.06)	Decrease & Close
Human Services	Northwestern Medicine - CDH	6390	$ (10,342.88)	Decrease & Close
Human Services	The Standard Companies	7144	$ (51,341.00)	Decrease & Close
Stormwater	Fehr Graham & Associates	6888	$ (45,290.76)	Decrease & Close
Stormwater	Encap, Inc	6994	$ (54,087.35)	Decrease & Close
Stormwater	Village of Glendale Heights	7073	$ -	Contract Extension
Stormwater	Black & Veatch Corporation	7289	$ -	Contract Extension
Public Works	Clark Dietz, Inc.	7092	$ -	Contract Extension

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

File #: 25-2713 **Agenda Date:** 11/12/2025 **Agenda #:** 8.K.

STATE OF ILLINOIS
COUNTY OF DU PAGE } SS

I, JEAN KACZMAREK, COUNTY CLERK OF DU PAGE COUNTY, ILLINOIS, BEING DULY SWORN ON OATH, DEPOSE AND SAY THAT THE FOREGOING IS A TRUE AND CORRECT REPORT OF THE RECEIPTS AND DISBURSEMENTS OF MY OFFICE DURING THE MONTH OF OCTOBER 2025.

SUMMARY BANK BALANCE

Beginning Balance as of October 1, 2025	$2,193,753.78
Total Receipts:	$2,195,285.56
Total Disbursements:	$3,391,948.44
Cash Balance as of October 30, 2025	$997,090.90

ALL OF WHICH APPEARS FROM THE RECORDS IN MY OFFICE REMAINING.

GIVEN UNDER MY HAND AND THE OFFICIAL SEAL OF MY OFFICE AT WHEATON, ILLINOIS, THIS 3rd DAY OF NOVEMBER A.D., 2025.

JEAN KACZMAREK
DU PAGE COUNTY CLERK

I HEREWITH SUBMIT TO YOU MY REPORT AS DU PAGE COUNTY CLERK SHOWING THE FINANCIAL CONDITION OF MY OFFICE FOR THE MONTH OF OCTOBER 2025.

BALANCE BROUGHT FORWARD SEPTEMBER 30TH 2025.

	Prior Balance	Receipts	Disbursed	Balance
Cash on Hand	500.00	0.00	0.00	500.00
Marriage Licenses	13,620.00	12,870.00	13,620.00	12,870.00
Vital Statistics	25,420.00	26,798.00	25,420.00	26,798.00
Certified Copies	355.00	244.00	355.00	244.00
Assumed Name	130.00	200.00	130.00	200.00
Tax Deed	0.00	0.00	0.00	0.00
Plat Certificates	52.00	26.00	52.00	26.00
Computer Lists	0.00	0.00	0.00	0.00
Miscellaneous	0.00	0.00	0.00	0.00
Civil Union	30.00	90.00	30.00	90.00
Estimate of Redemption	3,100.00	4,300.00	3,100.00	4,300.00
Tax Sale Notices	250.85	111.63	250.85	111.63
Cost of Sale	0.00	0.00	0.00	0.00
Liquor License	350.00	50.00	350.00	50.00
Map Sales	10.00	25.00	10.00	25.00
Document Storage Fees	7,792.00	8,072.00	7,792.00	8,072.00
Raffle Fee	50.00	50.00	50.00	50.00
Amusement Fee	0.00	0.00	0.00	0.00
Tobacco Sellers License	500.00	400.00	500.00	400.00
Death Surcharge	0.00	**2,980.00**	**2,980.00**	0.00
Fingerprints	0.00	0.00	0.00	0.00
Maps-Internet	0.00	0.00	0.00	0.00
Domestic Violence	0.00	**2,160.00**	**2,160.00**	0.00
Assignment Fee	10.00	0.00	10.00	0.00
Overpayments	0.00	**18.00**	**18.00**	0.00
Election Lists	0.00	0.00	0.00	0.00
Election Maps	20.00	33.00	20.00	33.00
Election Miscellaneous	5.00	15.00	5.00	15.00
Election State Reimbursement	0.00	0.00	0.00	0.00
Election Refunds	0.00	0.00	0.00	0.00
SUBTOTAL	52,194.85	58,442.63	56,852.85	53,784.63
Tax Sale Redemptions	2,149,902.46	2,136,058.93	3,334,147.59	951,813.80
Fraudulant Funds	-40.00	0.00	0.00	-40.00
Credit Card Fee	-8,303.53	784.00	948.00	-8,467.53
TOTAL	2,193,753.78	2,195,285.56	3,391,948.44	997,090.90

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

File #: CB-R-0079-25 **Agenda Date:** 11/12/2025 **Agenda #:** 9.C.1

RESOLUTION APPROVING MEMBER INITIATIVE PROGRAM AGREEMENTS

WHEREAS, the DuPage County Board has appropriated approximately $1.8 million for use in the Member Initiative Program (MIP) as part of FI-O-0010-24; and

WHEREAS, various members of the DuPage County Board have submitted applications for the use of MIP funds for various not-for-profit and municipal entities; and

WHEREAS, the DuPage County Board has considered the applications of the following entities:

a. Child Friendly Courts Foundation ($9,500)
b. Alliance of Latinos Motivating Action in the Suburbs ($10,000)
c. Tuskegee NEXT ($10,000)

NOW, THEREFORE BE IT RESOLVED, the DuPage County Board authorizes the DuPage County Chair to enter into agreements substantially in the form of the agreements attached as part of Exhibits A-C to this Resolution; and

BE IT FURTHER RESOLVED, that a copy of this Resolution is to be sent to each of the above referenced entities at the following addresses:

a. Child Friendly Courts Foundation, c/o Irene Bahr, 505 N. County Farm Road, Wheaton, IL 60187
b. Alliance of Latinos Motivating Action in the Suburbs, c/o Dr. Lili Burciaga, 1129 Gateshead Drive, Naperville, IL 60564
c. Tuskegee NEXT, c/o Valeriano Blackburn, 401 S. Carlton Ave., Suite 204, Wheaton, IL 60187

BE IT FURTHER RESOLVED, that a copy of this Resolution is to be directed to: (1) the DuPage County Clerk, (2) the DuPage County Finance Department, (3) the DuPage County Treasurer, and (4) the DuPage County Auditor.

Enacted and approved this 12th day of November, 2025 at Wheaton, Illinois.

_____
DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

A GRANT AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND CHILD FRIENDLY COURTS FOUNDATION d/b/a SAFE HARBOR

WHEREAS, the County of DuPage ("County") is a body corporate and politic; and

WHEREAS, CHILD FRIENDLY COURTS FOUNDATION ("Agency") is a 501(c)(3) organization created under the Internal Revenue Code, and

WHEREAS, the County has established the Member Initiative Program which permits members of the County Board to advance items which benefit their district and assigns certain amounts of public funds for those purposes; and

WHEREAS, the County's funding for each Agency is not a donation and must be used to perform certain services or functions within the County's statutory authority to perform; and

WHEREAS, the County and the Agency are hereafter sometimes referred to as the "Party" and collectively referred to herein as "the Parties"; and

WHEREAS, the Parties have prepared this Agreement to govern the distribution of the grant funds identified above.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

1. **Purpose of the Agreement**. The Purpose of this Agreement is to define the project for which grant funds are to be used and provide funding for eligible expenses.
2. **Recitals**. The recitals to this Agreement are incorporated as though set forth fully herein.
3. **Term.** This Agreement shall remain in effect through November 30, 2025. Sections 5, 6, 7, 8, 9, 10, 11, and 12 of this Agreement shall remain in effect indefinitely and shall survive the termination of this Agreement. Funds shall be expended prior to November 30, 2025.
4. **Project Description.** Agency shall receive nine thousand five hundred dollars ($9,500.00) from the County. Agency shall undertake the following project or activities described in the Proposal attached hereto as Exhibit A.
5. **Termination, Breach**. This Agreement may be terminated upon thirty (30) days' notice to the other Party with the written consent of the other Party. All terms of this Agreement shall be considered material terms and therefore all breaches shall be deemed material breaches. In the event of a breach of this Agreement by any Party, the non-breaching Party shall provide the breaching Party with written notice of the breach and shall provide a period of not less than thirty (30) days to cure said breach.
6. **Venue, Applicable Law**. The exclusive venue for disputes arising from this Agreement shall be the 18th Judicial Circuit Court, sitting in Wheaton, Illinois. This Agreement shall be governed by the laws of the State of Illinois.
7. **Payment**. The County agrees to pay the Agency nine thousand five hundred dollars ($9,500.00). Payment is contingent upon: (1) compliance with County rules and regulations; (2) Accounts Payable review by Finance Staff and County Audit Staff

including providing sufficient invoicing and proof of purchase; and (3) completion of a fully executed Agreement. Payments shall be made in the form of reimbursement and upon invoice from Agency. Payments for eligible expenses authorized under this Agreement shall be made within thirty (30) days of receipt of completed invoices and proof of purchase. All funds shall be expended not later than November 30, 2025.

8. **Assignment.** Neither Party shall assign performance under this Agreement, nor shall either Party transfer any right or obligation under this Agreement without the express written approval of the County.
9. **Amendment.** Any amendment to the terms of this Agreement must be in writing and will not by effective until it has been executed and approved by the same Parties who approved and executed the original Agreement or their successors in office.
10. **Waiver.** If the County fails to enforce any provision of this Agreement, that failure does not waive said provision or the County's right to enforce it.
11. **Sole Agreement.** This Agreement contains all negotiations between the County and Agency. No other understanding regarding this grant Agreement, whether written or oral, may be used to bind either Party.
12. **Liability**. The Agency agrees to indemnify, save, and hold the County, its officers, agents and employees, harmless from any claims or causes of action, including attorney's fees incurred by the County, arising from the performance of this Agreement by the Agency, its officers, agents or employees. This clause will not be construed to bar any legal remedies the Agency may have for the County's failure to fulfill any of the County's obligations under this Agreement. Notwithstanding any provisions of this Agreement to the contrary, indemnification under Section 12 of this Agreement shall be limited to the Agency's allocation, less any amount unspent.

COUNTY OF DUPAGE

_____

Deborah Conroy
Chair, DuPage County

ATTEST:

_____

Jean Kaczmarek,
County Clerk

CHILD FRIENDLY COURTS FOUNDATION,

_____

Irene Bahr,
Executive Director

DuPage County
Office of the County Board
421 North County Farm Road
Wheaton, Illinois 60187-3978

MEMBER INITIATIVE PROGRAM APPLICATION - *Please complete all sections for submission*

SECTION I Organization Information

Organization	Child Friendly Courts Foundation (Safe Harbor)
Contact Person	Irene Bahr
Address	505 N County Farm Rd
City	Wheaton
Phone Number	630-204-5634 or 630-407-8791
Email	irene@bahrandersonlaw.net

SECTION II Project Description

Project Title	Supplemental Funding for Child Friendly Courts Foundation
Cost of the Project	Annual Budget $106,000 (Grant for $9,500)
Brief Description of the Scope of Initiative	To provide some of the annual budget funds for the Child Friendly Courts Foundation which operates the Safe Harbor Children's Waiting Room in the Main DuPage County Courthouse, 1st floor.
Desired Outcomes	Providing a safe space away from the Courtrooms and General Courthouse facility to avoid children being exposed to the trauma of adult issues playing out in the Courtrooms or being disruptive in the halls or spaces of the Courthouse.

SECTION III Signature

Member Name	Grant Eckhoff
District	District 4
Signature	

SECTION IV Supplemental Documents

Please attach the following (if applicable)

- **Letters of Engagement from all involved organizations**
- **Vendor Ethics Disclosures**
- **Bid Documents**
- **Proof of Good Standing with IL Secretary of State for all partner organizations**
- **Tax Documents (such as W-9 forms, where applicable)**

Safe Harbor Children•s Waiting Room

I Seacch th;, page

Safe Harbor Children's Waiting Room

v Eligibility & Information

- Available to families conducting business at the courthouse & annex building
- Not av3ilable for children of jurors or attorneys
- FREE OF CHARGE
- Open to Children from 6 months to 12 years old
- Located on the first floor of the Judicial Center, near the cafeteria.
- Hours: Monday - Friday 8:00 a.m. - 4:00 p.m., Closed from 12:00-1:00 for lunch. Safe Harbor will close at 3:00 if there are no children checked in.

v Forms and Releases

Please fill out forms completely and present them upon registering children for Safe Harbor

- Registration Form (PDF)
- Formulario de InscrJ;lcion (PDF)

v Safe Harbor Volunteer Program

Interested in Volunteering at Safe Harbor?

Fill out the 2 page Volunteer Application:

- Page 1 - General Information (PDF)

v Safe Harbor Rules/Code of Conduct

mYOU WILL BE GIVEN A PAGER AT CHECK IN, IF WE PAGE YOU, YOU MUST RETURN IMMEDIATELY. IF THE PAGER IS NOT RETURNED AT CHECKOUT, YOU WILL BE BILLED $200.00 FOR ITS REPLACEMENT.

•PAGERS ARE SPECIALLY PROGRAMMED, DO NOT REMOVE FROM CASE OR PRESS ANY BUTTONS.

•THE ADULT WHO CHECKS THE CHILD IN MUST BE THE ONE WHO TENDS TO ANY NEEDS OF THE CHILD AND WILL BE THE ONE THE CHILD IS RELEASED TO.

•THE ADULT MAY NOT, FOR ANY REASON, LEAVE THE COURTHOUSE BUILDING, THIS INCLUDES GOING TO ANOTHER COUNTY BUILDING, OR OUTSIDE FOR A CIGARETTE.

•WE CLOSE PROMPTLY AT 12:00PM FOR LUNCH, YOU ARE EXPECTED TO PICK UP YOUR CHILD, IF YOU HAVE NOT FINISHED YOUR BUSINESS, YOU ARE RESPONSIBLE FOR FEEDING YOUR CHILD LUNCH.

•YOU WILL BE PAGED IF YOUR CHILD NEEDS THEIR DIAPER CHANGED.

•ONCE YOUR CASE IS HEARD AND COMPLETE YOU MUST IMMEDIATELY RETURN TO SAFE HARBOR TO PICK UP YOUR ·ı rLD.

•IF YOUR LOCATION IN THE COURTHOUSE CHANGES YOU MUST NOTIFY SAFE HARBOR.

•IF YOUR CHILD POSES A RISK TO THEMSELVES, STAFF OR ANOTHER CHILD, YOU WILL BE PAGED AND HAVE TO PICK YOUR CHILD UP.

•NO FOOD IS ALLOWED IN SAFE HARBOR.

•IN THE EVENT OF AN EVACUATION THE CHILDREN AND STAFF WILL BE ESCORTED TO A PREDETERMINED SAFE LOCATION BY AN ARMED DEPUTY, AND WILL RETURN TO SAFE HARBOR ONCE IT IS SAFE TO DO SO.

•WE CLOSE PROMPTLY AT 4:00PM.

ALL PERSONS USING SAFE HARBOR WILL TREAT STAFF WITH RESPECT AND FOLLOW ANV DIRECTIONS OF THE STAFF. PEOPLE WHO ARE DISRUPTIVE OR DISRESPECTFUL **WILL BE DIRECTED TO LEAVE IMMEDIATELY AND IF THEY** 0 0 **NOT DO** SO, **A SHE RIFF'S DEPUTY WILL BE CALLED TO ESCORT THEM FROM SAFE HARBOR.**

Instrucciones de Safe Harbor

1. La persona que registre a, nino(a) o ninos al entrar, debe ser la persona que los recoje y la persona que atiende a sus neces,dades durante el tiempo que se encuentren en Safe Harbor.
2. El padre/adulto no puede salir del edificio por ninguna razon. Esto incluye salir a fumar.
3. El pacire/2.dulto debe encargarse de carnbiar al nino(a) rnientras esten in Safe Harbor.
4. Cuando Scl caso en la corte se terrnine, debe regresar a Safe Harbor a recojer a su nino(a) inrnediatarnente.
5. Si el iuQ.::r de carte cambia, usted debe not!ficar a Safe Harbor lo mas pronto posible.
6. Si se le necesita en Safe Harbor, le llarnarernos por el "pager". Usted debe contestar la llamada inrnediatamente.
7. !os "pagers" estan especialmente programados. Por favor, no toque los botones del "pager".

Safe Harbor Photo Gallery

Sign Up for News and Updates Sign Up

ilsos.gov (https://www.ilsos.gov/) **Official Website of the Illinois Secretary of State** ! English

(https://www.ilsos.gov/

Search) Ilsos.gov... Q_

(https://www.ilsos.gov/search/searchgoogle.html)

B Driver's Licenses & Cards v

Vehicles, Plates & Titles v

Business Services v

More Services

Business Entity Search

Entity Information

Entity Name
CHILD FRIENDLY COURTS FOUNDATION

File Number
57717297

Status
ACTIVE

Entity Type
CORPORATION

Type of Corp
NOT-FOR-PROFIT

Incorporation Date (Domestic)
03-09-1994

State
ILLINOIS

Duration Date
PERPETUAL

Annual Report Filing Date

04-29-2025

Annual Report
Year

2025

Agent Information
IRENE F. BAHR
1751 S NAPERVILLE RD STE 209
WHEATON ,IL 60189-5896
Agent Change Date
08-09-2022

Services and More Information

Choose a tab below to view services available to this business and more information about this business.

Available Services | Officers | Assumed Name | Old Corp Name | File History

Status	Assumed Name
ACTIVE	SAFE HARBOR

Purchase Certificate of Good Standing

Showing 1to 1of 1entries

Previous 1 Next

Welcome to Safe Harbor!

In the legal world, we all learn what a "Safe Harbor" means. It is a sanctuary, safe haven or refuge from something that would otherwise present a danger. In 1994, the DuPage Association of Women Lawyers began a journey to study the need for a Children's Waiting Room at the main DuPage County courthouse. Eventually, that journey led to the establishment of *Safe Harbor,* the Children's Waiting Room now located on the main floor at the courthouse.

Safe Harbor opened its doors on October 16, 1996. Leading up to its opening, the DuPage Association of Women Lawyers commissioned a needs study which showed that many children are either left on their own in the courthouse hallways or are brought into the courtrooms where they can be exposed to adult problems and conflicts.

After meeting with the Chief Judge, attorneys and various patrons of the courthouse, as well as the DuPage County Board members, a foundation to operate the waiting room was formed by the DuPage Association of Women Lawyers as a tax-exempt 501 (c) (3) entity (Child Friendly Courts Foundation, or "CFCF"). An agreement between CFCF and the County Board granted Safe Harbor a designated space on the first floor of the courthouse where Safe Harbor continues to operate today.

Since opening in 1996, the Children's Waiting Room has served over 68,000 children. This is a free service to the patrons of Safe Harbor. Judges, attorneys and courthouse staff are encouraged to recommend Safe Harbor as a safe and fun place for children to spend time while their parents attend to business in the courthouse. Those seeking to use the room can find useful information on the DuPage County website https://www.dupagecourts.gov/ 18th judicial_circuit_court/services/bringing_children_to_court.php. Safe Harbor accepts children from the ages of 6 months to 12 years.

The Board members of CFCF are appointed according to the By-Laws of CFCF and are comprised of representatives of the key entities involved in the courthouse operation. The representatives on the board are appointed as follows: DuPage Association of Women Lawyers; Chief Judge; Chair of the DuPage County Board; DuPage County State's Attorney; DuPage County Public Defender; DuPage County Bar Association; and Family Shelter Service of Metropolitan Family Service DuPage.

Safe Harbor is staffed by an Executive Director, and by 2 part time assistants. In addition, there is a team of volunteer staff who regularly commit to a morning or afternoon every week. All staff and volunteers are required to have a background check done through the sheriffs department.

Security is our utmost concern. Our Executive Director works closely with the Sheriffs department in establishing security protocols. The waiting room is equipped with 4 cameras that feed into a monitor at the reception desk. The waiting room's main door is locked at all times. Anyone wishing to enter the waiting room must ring the bell and a staff member meets them at the door. The 2 doors leading to the two playrooms are also locked when there is a non-staff adult in the reception area. Non-staff adults are not allowed to enter either playroom while there are children present.

Only those with personal courthouse or annex business are allowed to use Safe Harbor (including law enforcement officers when they are required to be in court). However, Safe Harbor does not accept the children of individual attorneys or jurors. During the check-in phase, persons leaving children in the room must identify where they are going in the courthouse and this is verified through the staff's access to the courthouse docket.

Safe Harbor has a reception area and 2 separate playrooms. One playroom is for children ages 6 months to 5 years, and a separate playroom for children ages 5 and up. Both rooms are filled with age-appropriate toys. The older children's room also has an arts and crafts area and a videogame system. Almost all of the toys and equipment have been donated through toy drives or families who have used Safe Harbor in the past. Each child leaving Safe Harbor gets to pick a toy or book to take with them.

When a parent/adult checks in a child in at Safe Harbor they are required to complete a registration form and the child and adult are given corresponding wristbands. Only the person wearing the corresponding wristband is allowed to pick up the child or tend to any of their needs. The adult also receives a pager in the event that Safe Harbor needs to reach them.

Safe Harbor's staff has direct access to the Sheriffs department for security and emergency assistance (i.e. when a responsible adult has been taken into custody or if the courthouse has been evacuated). Safe Harbor is well prepared to handle these and many situations which have arisen over the years.

In 1994 by **Resolution JPS-016-94, the County Board Granted CFCF space to use in the courthouse for the Children's Waiting Room.** In the early years, Safe Harbor was supported through donations, grants and some fundraising events. The initial agreement provided that CFCF was responsible for all funding. In 1996, by **Resolution JU-0004-96,** DuPage County reiterated that pledge after funding was found with the additional help of the DuPage County Bar Association guarantee. The Bar Association has recently generously awarded a grant to CFCF, but permanent funds are needed. However, because these original funding sources proved inadequate to support the costs of running the Waiting Room, another source was developed. By **Resolution JU-0003-98** in 1998, legislation was passed by the State of Illinois which allowed counties to collect a filing fee to support any Children's Waiting Room in the State if the county in which it was located authorized it and DuPage County passed this resolution. This state legislation was drafted and supported by the then Clerk of the Court, a State Senator and a House Representative

Funding for Safe Harbor, until July I, 2019, came from these direct filing fees. The funds to support Safe Harbor never came out of the general courthouse or Judiciary funds. However, new legislation designed to streamline the filing fee structure throughout Illinois removed Children's Waiting Rooms from a specially designated fund and instead grouped all filing fees into a general fund for each county to allocate into designated uses. Safe Harbor, as well as other state Children's Waiting Rooms were not specially singled out for a filing fee funding. The County now tells CFCF that it must raise funds to support the operation of the room and that it may not be able to fully support the room in the future.

Absent such additional outside funding, Safe Harbor will have to close its doors to the children of DuPage County. Safe Harbor was the first Children's Waiting Room in the state outside of Cook County and has served as a model for other counties that later developed such rooms.

Although the pandemic and the changes to the use of the courthouse have been modified in recent years, Safe Harbor continues to see a steady increase in use and expects that trend to continue.

Please stop by and see this wonderful place in action, donate money or toys for the space and know that the adage is so true: "No one stands as tall as when they stoop to help a child." - Abraham Lincoln

Irene F Bahr
President, Child Friendly Courts Foundation
irene@bahrandersonlaw.net

BY-LAWS

OF

CHILD FRIENDLY COURTS FOUNDATION

As Amended and Effective August 8, 2025

ARTICLE 1

Purposes

The purposes for which the Foundation is organized are (i) to organize, design, fund and develop a child-friendly environment in the DuPage County court system including, without limitation, the establishment of drop-off child-care facilities for persons involved in official business within the Judicial Office Center, such facilities to be located in appropriate space provided by the County of DuPage, Illinois, and (ii) to perform all activities incidental or related to the foregoing.

The Foundation is organized exclusively for charitable, religious, education and scientific purposes, including for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501 (c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law).

No part of the net earnings of the Foundation shall inure the benefit of, or be distributable to, its members, officers or other private persons except that the Foundation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth above. No substantial Part of attempting to influence legislation, and the foundation shall not participate in, or intervene in (including the publishing or distribution of statements), Any political campaign on behalf of any candidate for public office. Notwithstanding any provisions of the articles of Incorporation, the Foundation shall not carry on any other activities not permitted to be on (a) by a corporation exempt from federal tax income under section 501 (c)(3) of the Internal Revenue Code of 1986)or the corresponding provision of any future United States Internal Revenue Law) or (b) by a corporation, contributions to which are deductible under section 170 (c)(2) of the Internal Revenue Code of 1986 (or the corresponding provision of a future United States Internal Revenue Law).

On the dissolution of the foundation, the board of directors shall, after paying or making provision for the payment of all the liabilities of the Foundation, Dispose of ali the assets of the Foundation exclusively for the purposes of the Foundation in such manner, or to such organization or organizations which are organized and operated exclusively for charitable, educational comma religious comma or scientific purposes as shall at the time qualify as an exempt organization or organizations under section 501 (c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of a future United States Internal Revenue Law), as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by the court of general jurisdiction of the county in which the principal office of the Foundation is then located, exclusively for such purposes or such organization or organizations, as said Court shall determine; which are organized and operated exclusively for such purpose.

ARTICLE 2

Offices

The Foundation shall have and continuously maintain in the State of Illinois a registered office and a registered agent whose office is identical with such registered office, and may have other offices with or within the State of Illinois as the Board of Directors may from time to time.

ARTICLE 3

Interim Board of Directors

Section 1. Appointment and Tenure. The president of the DuPage Association of Women Lawyers shall initially appoint an interim Board of Directors. This Interim Board shall be as specified in the Articles of Incorporation. The Interim Board shall serve until the first meeting of the permanent Board of Directors. The permanent Board of Directors shall be appointed as outlined in Article 4. The Interim Board shail be dissolved upon the convening of the permanent Board of Directors.

Section 2. Powers and Duties. The Interim Board shall be charged with providing the stewardship necessary to formalize the Child Friendly Courts Foundation, including the designation of terms for the initial permanent Board of Directors, and to exercise the powers of the Board of Directors until such time as the permanent Board of Directors is convened.

ARTICLE 4

Board of Directors

Section 1. Members. This foundation shall have no members. AH rights which would otherwise rest in the members shall rest in the Directors.

Section 2. Number, Appointment and Tenure of Directors. The Number of Directors of the Foundation shall be three (3) or more. Each of the following may appoint members of the Board of Directors: The President of the DuPage Association of Women Lawyers - one (1); The Chair of the DuPage County Board - one (1); the Chief Judge of the Eighteenth Judicial Circuit - one (1); the President of the DuPage County Bar Association - three (3); the Executive Director of the Family Shelter Service of Metropolitan Family Services DuPage - one (1); the DuPage County State's Attorney one (1); the DuPage County Public Defender-one (1).

Section 3. Qualifications of the Board of Directors. It shall be the goal of the Foundation to field a Board of Directors composed of individuals whose expertise and experience contribute to and facilitate the achievement of the Foundation's purpose.

Section 4. Resignation. Any Director may resign at any time giving written notice of such resignation to the President with a copy to the Secretary of the Foundation. The resignation shall become effective upon the date specified in the notice, or if no date is specified, upon receipt of the notice by the President. Acceptance shall not be necessary to render their resignation effective.

Section 5. Removal; Vacancies. A Director who misses 3 consecutive board meetings or four total board meetings in a year shall automatically be removed. A Director may be removed at any time, for cause, by a two-thirds (2/3) vote of the members of the Board of Directors then holding office whenever in its judgment the best interests of the Foundation shall be served thereby. Any vacancy, however occurring, in the Board of Directors shall be filled by the original appointing person.

Section 6. Regular Meetings . A regular annual meeting date of the Board of Directors shall be established by resolution of the Board. The Board of Directors may also provide resolution the time and place, within the State of Illinois, and county of DuPage, for the holding of additional regular meetings of the Board without other notice than such resolution.

Section 7. Special Meeting. A special meeting of the Board of Directors may be called by or at the request of the President or any three Directors, and such person or persons may fix any place within the State of Illinois, and County of DuPage, as the place for holding any special meetings of the board so-called.

Section 8. Notice. Except as otherwise prescribed by the laws, written or actual oral notice of the time and place of any meeting of the Board of Directors shall be given at least two days previously thereto. Any Director may waive the notice of any meeting. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting, unless specifically required by law, the Articles of Incorporation or by the By-laws.

Section 9. Action Without a Meeting. Any action required by law to be taken at a meeting of the Board of Directors, or any other action which may be taken at a meeting of the Board of Directors, may be taken without a meeting, if consents in writing setting forth the action so taken shall be signed by all Directors entitled to vote in respect of the subject thereof.

Section 10. Quorum. A majority of the Directors then in office shall constitute A quorum for the transaction of business at any meeting, provided if less th2t-i a quorum of Directors is present, a majority of directors present may adjourn the meeting from time to time without further notice.

Section 11. Manor of Action. The act of a majority of the Directors prese:ii: at a meeting at which a quorum is present shall be the act of the Board of Directors, except where otherwise provided by law, the articles of incorporation or by these By-laws.

Section 12. Committees. The Board of Directors, by resolution, may designate and appoint one or more committees of which shall have two or more Directors as members and shall have Directors as a majority of its membership, \Nhich committees, to the extent provided in such resolution, shall have and may exercise the authority of the board of directors and the management of the Foundation. The designation and appointment of such committee, and the delegation thereto of authorit::, shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed by law.

ARTICLE 5

Officers

Section 1. Principal Officers. The principal officers of the Foundation shall be a President, Vice President, Secretary, Treasurer and such other officers and assistant

officers as may be elected or appointed by the Board of Directors. Any two or more offices may be held by the same person.

Section 2. Election and Terms of Office. The officers of the foundation shall be elected annually by the Board of Directors at their regular annual meeting. If the election of officers shall not be held at such meeting, the election shall be held as soon thereafter as conveniently possible. Each officer shall hold office for one year. Election or appointment of an officer or agent shall not of itself create contract rights.

Section 3. President. The President shall be elected from the membership of the Board of Directors and shall, in general, supervise the affairs of the Foundation subject to any directions which may be given by the Board of Directors. The President shall preside at all meetings of the Board of Directors.

Section 4. Vice-President. The Vice-President shall be elected from the membership of the Board of Directors and shall perform the duties and exercise the powers of the President during any absence or disability of the President. The Vice-President shall also serve as President-Elect and shall assume the office of President upon termination of his/her tenure as Vice President.

Section 5. Treasurer. The Treasurer shall be elected from the membership of the Board of Directors. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of the Treasurer's duties, in such sum and with such surety and sureties as the Board of Directors shall determine. The Treasurer shall (a) have custody of, and be responsible for, all funds and securities of the Foundation, receive and give receipts for moneys due and payable to the Foundation from any source, and deposit all such money in the name of the Foundation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article 6, Section 3 of the By-Laws; and (b) in general, perform all the duties incident to the office of the Treasurer and such other duties as from time to time may be assigned by the President or the Board of Directors.

Section 6. Secretary. The Secretary shall be elected from the membership of the Board of Directors. The Secretary shall (a) keep the minutes of all meetings of the Board of Directors; (b) see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; (c) be custodian of the corporate records of the Foundation; (d) keep a register of the post office addresses, telephone and facsimile numbers of each Director which shall be furnished to the Secretary by such Director (as the case may be); and (e) in general, perform all duties incident to the office of Secretary and such other duties as may from time to time be assigned by the President or Board of Directors.

Section 7. Assistant Secretaries and Assistant Treasurers. The Assistant Secretaries and Treasurers shall, respectively, if required by the Board of Directors, give bond for the faithful discharge of their duties, in such sums and with such sureties as the Board of Directors shall determine. The Assistant Treasurers and the Assistant Secretaries, in general, shall perform such duties as shall be assigned by the Treasurer of the Secretary, respectively, or by the President of the Board of Directors, and, in addition, an Assistant Secretary shall have all the powers and authorities given to the Secretary.

Section 8. Removal. Any officer may be removed at any time, with or without cause, by a vote of two-thirds (2/3) of the Board of Directors then holding office, whenever in its judgement the best interests of the Foundation shall be served thereby.

Section 9. Resignation. Any officer may resign at any time by a given notice to the Board of Directors or to the President. A resignation of an officer need not be accepted in order to be effective.

Section 10. Vacancy. A vacancy in any office, however caused, rnay be filled by the Board of Directors for the unexpired portion of the term.

ARTICLE 6

Contracts, Checks, Deposits and Funds

Section 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of an on the behalf of the Foundation and any such authority may be general or confined to specific instruments.

Section 2. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Foundation, shall be signed by such officer or officers or agent or agents of the Foundation and in such manner as shall from time to time be determined by reso!utimi of the Board of Directors. In the absence of such determination, such instruments may be signed by the Treasurer or Assistant Treasurer and counter signed by the Pres:dent or Vice-President.

Section 3. Deposits. All funds of the Foundation shall be deposited from time to time to the credit of the Foundation in such banks or other depositories as the Board of Directors may select.

Section 4. Gifts. The Board of Directors may accept on the behalf of the Foundation any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Foundation.

ARTICLE 7

Records

The Foundation shall keep correct and complete records and books of account and shall also keep minutes of the proceedings of the Board of Directors and Committees and shall keep at its registered office or principal office a record giving the names, addresses, telephone and facsimile numbers of the members of the Board of Directors, and any Committees.

ARTICLE 8

Fiscal Year

The fiscal year of the Foundation shall be the calendar year.

ARTICLE 9

Notices

Section 1. Manner of Notice. Whenever under the provisions of law, the Articles of Incorporation or these By-Laws, notice is required to be given to any Dir2ctcr, member of any committee designated by the Board of Directors or other person, it sha!i not be construed to require personal delivery. Such notice may be given in writing by depositing it in a sealed envelope in the United States mail, postage prepaid, or by transmission via facsimile machine with proof of transmission, addressed to such Director, committee member or other person either at such person's address or facsimile number, as it appears on the books of the Foundation or at the business address of a Director, committee member, or other person; and such notice shall be deemed to be given at the time when it is thus deposited in the United States mails or transmitted vis facsimile. Such requirement for notice shall be deemed satisfied, except in case of meetings of members with respect to which written notice is required by law, if actual notice is received orally or in writing by the person entitled thereto as far in advance of the event with respect to which notice is given as the minimum notice period required by law, the Articles of Incorporation or these By-Laws.

Section 2. Waiver of Notice. Whenever any notice is required to be given under the provisions of the General Not-For-Profit Corporation Act of Illinois or under the provisions of the Articles of Incorporation or the By-Laws of the Foundation, d waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated herein, shall be deemed equivalent to the giving of such notice.

ARTICLE 10

Indemnification

Each person who at any time is or shall have been a Director, officer, empioyee or agent of the Foundation, or is or shall have been serving at the request of the Foundation as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the Foundation in accordance with and to the full extent permitted by the General Not-For-Profit Corporation Act of Illinois as in effect at the time of adoption of this by-law or as amended from time to time. The foregoing right of indemnification shall not be deemed exclusive of any other rights to which a person seeking indemnification may be entitled under any by-law, agreement, vote of members or disinterested Directors or othervvise. If authorized by the Board of Directors, the Foundation may purchase and maintain insurance on behalf of any person to the full extent permitted by the General Not-For-• Profit Corporation Act of Illinois as in effect at the time of the adoption of this by-law or as amended from time to time.

ARTICLE 11

Amendments

The Board of Directors, including the interim Board, may alter, amend or repeal these By-Laws and may adopt new By-Laws.

ARTICLE 12

Parliamentary Authority

Robert's Rules of Order shall be the preliminary guide for matters not covered by these By-Laws.

ARTICLE 13

Dissolution

Section 1. Dissolution of the Foundation. A dissolution of the Foundation shall be authorized by the affirmative vote of two-thirds (2/3) of the Directors then holding office. Notice of meeting to authorize dissolution shall be given to each Director then in office not less than ten (10) days before the meeting and shall state the purpose of the meeting is to vote on dissolution of the Foundation. The notice shall include a copy or summary of the plan for distribution of assets.

If the dissolution is approved, the Foundation shall cease to conduct its affairs except as may be necessary for the winding up of the corporation. It shall immediately cause a Certificate of Dissolution to be executed and filed setting forth: (a) the name of the Foundation; (b) the date and place of the meeting of Directors approving the dissolution; and (c) a statement of dissolution was approved by the requisite vote of Directors.

Section 2. In the event of a dissolution, once all debts and obligations have been resolved, all assets of the Foundation, real and personal, shall be distributed to such charitable entity as shall be designated by the Board of Directors and in accordance with the provisions of Article 1.

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:	001
COMPANY NAME:	Child Friendly Courts Foundation dba Safe Harbor
CONTACT PERSON:	Irene F Bahr
CONTACT EMAIL:	irene@bahrandersonlaw.net

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
Irene F Bahr		irene@bahrandersonlaw.net

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: Irene F Bahr Signature: _

Title: President Child Friendly Courts Foundation Date: October 21, 2025

DuPage County
Office of the County Board
421 North County Farm Road
Wheaton, Illinois 60187-3978

MEMBER INITIATIVE PROGRAM APPLICATION - *Please complete all sections for submission*

SECTION I Organization Information

Organization	ALMAS-Alliance of Latinos Motivating Action in the Suburbs
Contact Person	Dr. Lili Burciaga
Address	1129 Gateshead Dr
City	Naperville
Phone Number	773-673-0414
Email	President@ALMAScommunity.org

SECTION II Project Description

Project Title	ALMAS Impact Fund
Cost of the Project	$10,000
Brief Description of the Scope of Initiative	□The ALMAS Impact Fund will support a targeted set of programs in DuPage County that align with statutory authorities for funding. These include: 1) Cultural Engagement □- supports inclusive public events like Día del Niño, Día de Muertos, and Heritage in Action that promote cultural understanding, engage local vendors, and strengthen community ties. 2) Civic Empowerment□ - funds civic education and engagement through Somos Series, Beyond Borders, and ALMAS in Action, including interpreters, bilingual materials, and tech for nonpartisan forums. 3) Mental Wellness□ - Funds bilingual mental health workshops and outreach focused on reducing stigma and increasing culturally relevant care access for Latino and multilingual communities. 4) Marketing & Community Outreach□ - Covers ALMAS outreach materials, advertising, and event branding to boost participation and connect residents to public health and civic programs. All Programs Are Free, Bilingual, □Nonpartisan and Open to the Public□ (Designed to serve residents of all backgrounds across DuPage County with equitable access and inclusive participation□).
Desired Outcomes	1) Improved Access to Culturally Responsive Mental Health Resources, 2) Stronger Civic Participation and Policy Awareness, 3) Broader Public Engagement with Latino Cultural Heritage, 4) Celebratory events like Día del Niño, Día de Muertos, and Heritage in Action will promote cross-cultural understanding, activate public spaces, and strengthen local identity and pride, and 5) Expanded Community Reach and Economic Impact, 6) Linguistic Equitable Program Delivery.

SECTION III Signature

Member Name	Saba Haider	
District	5	
Signature		

SECTION IV Supplemental Documents

Please attach the following (if applicable)

- **Letters of Engagement from all involved organizations**
- **Vendor Ethics Disclosures**
- **Bid Documents**
- **Proof of Good Standing with IL Secretary of State for all partner organizations**
- **Tax Documents (such as W-9 forms, where applicable)**

A GRANT AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND THE ALLIANCE OF LATINOS MOTIVATING ACTION IN THE SUBURBS (ALMAS)

WHEREAS, the County of DuPage ("County") is a body corporate and politic; and

WHEREAS, THE ALLIANCE OF LATINOS MOTIVATING ACTION IN THE SUBURBS ("Agency") is a 501(c)(3) organization created under the Internal Revenue Code, and

WHEREAS, the County has established the Member Initiative Program which permits members of the County Board to advance items which benefit their district and assigns certain amounts of public funds for those purposes; and

WHEREAS, the County's funding for each Agency is not a donation and must be used to perform certain services or functions within the County's statutory authority to perform; and

WHEREAS, the County and the Agency are hereafter sometimes referred to as the "Party" and collectively referred to herein as "the Parties"; and

WHEREAS, the Parties have prepared this Agreement to govern the distribution of the grant funds identified above.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

1. **Purpose of the Agreement**. The Purpose of this Agreement is to define the project for which grant funds are to be used and provide funding for eligible expenses.
2. **Recitals**. The recitals to this Agreement are incorporated as though set forth fully herein.
3. **Term.** This Agreement shall remain in effect through November 30, 2025. Sections 5, 6, 7, 8, 9, 10, 11, and 12 of this Agreement shall remain in effect indefinitely and shall survive the termination of this Agreement. Funds shall be expended prior to November 30, 2025.
4. **Project Description.** Agency shall receive ten thousand dollars ($10,000.00) from the County. Agency shall undertake the following project or activities described in the Proposal attached hereto as Exhibit A.
5. **Termination, Breach**. This Agreement may be terminated upon thirty (30) days' notice to the other Party with the written consent of the other Party. All terms of this Agreement shall be considered material terms and therefore all breaches shall be deemed material breaches. In the event of a breach of this Agreement by any Party, the non-breaching Party shall provide the breaching Party with written notice of the breach and shall provide a period of not less than thirty (30) days to cure said breach.
6. **Venue, Applicable Law**. The exclusive venue for disputes arising from this Agreement shall be the 18th Judicial Circuit Court, sitting in Wheaton, Illinois. This Agreement shall be governed by the laws of the State of Illinois.
7. **Payment**. The County agrees to pay the Agency ten thousand dollars ($10,000.00). Payment is contingent upon: (1) compliance with County rules and regulations; (2) Accounts Payable review by Finance Staff and County Audit Staff including providing sufficient invoicing and proof of purchase; and (3) completion of a fully executed Agreement. Payments shall be made in the form of reimbursement and upon invoice from

Agency. Payments for eligible expenses authorized under this Agreement shall be made within thirty (30) days of receipt of completed invoices and proof of purchase. All funds shall be expended not later than November 30, 2025.

8. **Assignment.** Neither Party shall assign performance under this Agreement, nor shall either Party transfer any right or obligation under this Agreement without the express written approval of the County.
9. **Amendment.** Any amendment to the terms of this Agreement must be in writing and will not by effective until it has been executed and approved by the same Parties who approved and executed the original Agreement or their successors in office.
10. **Waiver.** If the County fails to enforce any provision of this Agreement, that failure does not waive said provision or the County's right to enforce it.
11. **Sole Agreement.** This Agreement contains all negotiations between the County and Agency. No other understanding regarding this grant Agreement, whether written or oral, may be used to bind either Party.
12. **Liability**. The Agency agrees to indemnify, save, and hold the County, its officers, agents and employees, harmless from any claims or causes of action, including attorney's fees incurred by the County, arising from the performance of this Agreement by the Agency, its officers, agents or employees. This clause will not be construed to bar any legal remedies the Agency may have for the County's failure to fulfill any of the County's obligations under this Agreement. Notwithstanding any provisions of this Agreement to the contrary, indemnification under Section 12 of this Agreement shall be limited to the Agency's allocation, less any amount unspent.

COUNTY OF DUPAGE

Deborah Conroy
Chair, DuPage County

ATTEST:

Jean Kaczmarek,
County Clerk

ALMAS,

11/4/2025

Dr. Lili Burciaga,
President

Dr. Lili Burciaga
President & Founder, ALMAS
[redacted]

October 13, 2025

DuPage County
Office of the County Board
421 North County Farm Road
Wheaton, Illinois 60187-3978

Dear Members of the DuPage County Board,

I am writing to confirm that **ALMAS (Alliance of Latinos Motivating Action in the Suburbs)** is fully committed to collaborating with DuPage County in achieving the goals set forth in our funding proposal for the Member Initiative Program. As the President and Founder, I confirm that our organization will implement the ALMAS Impact Fund in full alignment with the County's statutory authority and public benefit standards.

Based on the guidance provided, we have updated our project scope and budget to clearly reflect statutorily compliant uses of public funds. Specifically, ALMAS will use the grant to support:

- Improved Access to Culturally Responsive Mental Health Resources
- Stronger Civic Participation and Policy Awareness
- Broader Public Engagement with Latino Cultural Heritage
- Celebratory events like Día del Niño, Día de Muertos, and Heritage in Action will promote cross-cultural understanding, activate public spaces, and strengthen local identity and pride
- Expanded Community Reach and Economic Impact
- Linguistic Equitable Program Delivery

All programs and services will be non-partisan and free and open to the general public. Programming will be focused on youth empowerment, public wellness, civic education, and/or community engagement. ALMAS will comply with all reporting, documentation, and fiscal accountability requirements set forth by DuPage County.

We appreciate the opportunity to contribute meaningfully to the well-being of our community and are honored to be considered for this initiative. Thank you for your consideration. Please feel free to contact me should you need any further information or clarification.

Sincerely,

Dr. Lili Burciaga

President & Founder, ALMAS
President@ALMAScommunity.org
(773) 673-0414

ALMAS Budget Breakdown for $10,000 Grant

Updated October 2025

ALMAS

Alliance of Latinos Motivating Action in the Suburbs
Alianza de Latinos Motivando Acción en los Suburbios

Programs and Initiatives - $9,000 (90% of Requested Budget)			
Category	***Amount***	***Statutory Alignment & Rationale***	***Description***
Cultural Engagement	$5,000	Under 55 ILCS 5/5-1005(21), ALMAS's cultural programs promote economic development by drawing residents to public spaces, engaging local vendors, and fostering community participation. Grant funds will support performances, materials, and cultural displays for inclusive, family-friendly events that celebrate Latino heritage and strengthen local connections.	Latino traditions are celebrated through inclusive, community-based events that promote cultural understanding, family engagement, and intergenerational pride. This grant will support performances, activities, and materials across three key programs: Día del Niño, Día de Muertos, and Heritage in Action, a year-round cultural education series. All events are free, bilingual, and open to the public, offering accessible spaces for cultural learning, community connection, and the preservation of Latino heritage in DuPage County.
Civic Empowerment	$1,500	Under 55 ILCS 5/5-1005(21), ALMAS's civic engagement programs support economic development by drawing residents to public events, promoting civic literacy, and strengthening community participation. Grant funds will support interpreters, bilingual materials, signage, and technology for accessible, nonpartisan forums and educational events.	The grant will support civic engagement initiatives that empower underrepresented residents to participate fully in civic life. Funding will support three core programs that promote civic education, policy awareness, and community voice: Somos Series, Beyond Borders, and ALMAS in Action, which includes year-round efforts like voter registration, advocacy, and local government engagement. All programs are free, inclusive, and designed to foster informed civic participation across DuPage County.

Mental Wellness	$1,500	Under 55 ILCS 5/5-1052, ALMAS's public health programs promote wellness through preventive, inclusive initiatives accessible to all. These efforts aim to increase mental health awareness and access, reduce stigma, and support community well-being through culturally responsive education and resources.	ALMAS's bilingual mental health workshops and programming responds to a growing need for culturally and linguistically accessible wellness resources. Programs will help to reduce stigma around mental health in Latino and multilingual communities, improve mental wellness among youth and families and increase access to accurate health information and community-based care. All programming would be free and open to all residents regardless of ethnic backgrounds. Spanish interpretation would also be made available where appropriate.

Capital Improvement and Supplies - $1,000 (10% of Requested Budget)			
Category	***Amount***	***Statutory Alignment & Rationale***	***Description***
Marketing & Community Outreach	$2,000	Under 55 ILCS 5/5-1052 and 5/5-1005(21), public communication promotes health by increasing awareness and participation, while also supporting economic development by drawing residents to events that activate public spaces and engage local vendors.	Design and production of newsletters and promotional materials that highlight events focused on cultural enrichment, civic empowerment, youth leadership, and mental wellness. Marketing and branding for ALMAS and events to enhance community engagement.

File Number 7412-630-8

STATE OF ILLINOIS

OFFICE OF THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

I, **Alexi Giannoulias**, *Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that*

ALLIANCE OF LATINOS MOTIVATING ACTION IN THE SUBURBS, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON APRIL 12, 2023, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE GENERAL NOT FOR PROFIT CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 7TH *day of* FEBRUARY *A.D.* 2025 .

Authentication #: 2503803088 verifiable until 02/07/2026

Authenticate at: https://www.ilsos.gov

SECRETARY OF STATE

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:	Alliance of Latinos Motivating Action in the Suburbs
CONTACT PERSON:	Lili Burciaga
CONTACT EMAIL:	president@ALMAScommunity.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:
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: __Lili Burciaga_____ Signature: _

Title: ____President_____ Date: _____7/24/2025_____

DuPage County
Office of the County Board
421 North County Farm Road
Wheaton, Illinois 60187-3978

MEMBER INITIATIVE PROGRAM APPLICATION - *Please complete all sections for submission*

SECTION I Organization Information

Organization	Tuskegee NEXT
Contact Person	Valeriano Blackburn
Address	401 S Carlton Ave Suite 204
City	Wheaton, IL 60187
Phone Number	618.207.8041
Email	Vblackburn@TuskegeeNEXT.org

SECTION II Project Description

Project Title	Tuskegee NEXT Fellowship Program - Supporting Early Career Aviators
Cost of the Project	$10,000
Brief Description of the Scope of Initiative	Flexible award, allowing them to choose how best to utilize it—whether for flight training, advanced aviation programs, professional career development, or other aviation-related pursuits. Daily classroom, simulator, and flight training Mentor Summer Aviation Program cadets. Opportunity for a Johnson & Johnson externship. Supports aviation professionals ages 22–25 as they transition from training into established careers, combining professional development with a powerful alumni network.
Desired Outcomes	The Fellowship Program aims to support young aviation professionals as they transition from training to established careers. Through this program, we expect the following outcomes: Career Progression: Fellows will secure employment or advancement in aviation-related roles within 6 to 12 months of completing the program. Continued Education: Fellows will use their awards to pursue additional flight training, certifications, or advanced aviation education. Professional Development: Fellows will strengthen essential life and career skills such as leadership, communication, and decision-making through structured workshops and mentorship. Industry Engagement: Fellows will build lasting connections with peers and professionals, expanding their access to career opportunities and support networks. Retention in the Field: Fellows will remain active in the aviation industry for at least two years after completing the program, contributing to a more stable and skilled workforce.

SECTION III Signature

Member Name	Michael Childress
District	District 1
Signature	

SECTION IV Supplemental Documents

Please attach the following (if applicable)

- **Letters of Engagement from all involved organizations**
- **Vendor Ethics Disclosures**
- **Bid Documents**
- **Proof of Good Standing with IL Secretary of State for all partner organizations**
- **Tax Documents (such as W-9 forms, where applicable)**

A GRANT AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND TUSKEGEE NEXT

WHEREAS, the County of DuPage ("County") is a body corporate and politic; and

WHEREAS, TUSKEGEE NEXT ("Agency") is a 501(c)(3) organization created under the Internal Revenue Code, and

WHEREAS, the County has established the Member Initiative Program which permits members of the County Board to advance items which benefit their district and assigns certain amounts of public funds for those purposes; and

WHEREAS, the County's funding for each Agency is not a donation and must be used to perform certain services or functions within the County's statutory authority to perform; and

WHEREAS, the County and the Agency are hereafter sometimes referred to as the "Party" and collectively referred to herein as "the Parties"; and

WHEREAS, the Parties have prepared this Agreement to govern the distribution of the grant funds identified above.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

1. **Purpose of the Agreement**. The Purpose of this Agreement is to define the project for which grant funds are to be used and provide funding for eligible expenses.
2. **Recitals**. The recitals to this Agreement are incorporated as though set forth fully herein.
3. **Term.** This Agreement shall remain in effect through November 30, 2025. Sections 5, 6, 7, 8, 9, 10, 11, and 12 of this Agreement shall remain in effect indefinitely and shall survive the termination of this Agreement. Funds shall be expended prior to November 30, 2025.
4. **Project Description.** Agency shall receive ten thousand dollars ($10,000.00) from the County. Agency shall undertake the following project or activities described in the Proposal attached hereto as Exhibit A.
5. **Termination, Breach**. This Agreement may be terminated upon thirty (30) days' notice to the other Party with the written consent of the other Party. All terms of this Agreement shall be considered material terms and therefore all breaches shall be deemed material breaches. In the event of a breach of this Agreement by any Party, the non-breaching Party shall provide the breaching Party with written notice of the breach and shall provide a period of not less than thirty (30) days to cure said breach.
6. **Venue, Applicable Law**. The exclusive venue for disputes arising from this Agreement shall be the 18th Judicial Circuit Court, sitting in Wheaton, Illinois. This Agreement shall be governed by the laws of the State of Illinois.
7. **Payment**. The County agrees to pay the Agency ten thousand dollars ($10,000.00). Payment is contingent upon: (1) compliance with County rules and regulations; (2) Accounts Payable review by Finance Staff and County Audit Staff including providing sufficient invoicing and proof of purchase; and (3) completion of a fully executed Agreement. Payments shall be made in the form of reimbursement and upon invoice from

Agency. Payments for eligible expenses authorized under this Agreement shall be made within thirty (30) days of receipt of completed invoices and proof of purchase. All funds shall be expended not later than November 30, 2025.

8. **Assignment.** Neither Party shall assign performance under this Agreement, nor shall either Party transfer any right or obligation under this Agreement without the express written approval of the County.
9. **Amendment.** Any amendment to the terms of this Agreement must be in writing and will not by effective until it has been executed and approved by the same Parties who approved and executed the original Agreement or their successors in office.
10. **Waiver.** If the County fails to enforce any provision of this Agreement, that failure does not waive said provision or the County's right to enforce it.
11. **Sole Agreement.** This Agreement contains all negotiations between the County and Agency. No other understanding regarding this grant Agreement, whether written or oral, may be used to bind either Party.
12. **Liability**. The Agency agrees to indemnify, save, and hold the County, its officers, agents and employees, harmless from any claims or causes of action, including attorney's fees incurred by the County, arising from the performance of this Agreement by the Agency, its officers, agents or employees. This clause will not be construed to bar any legal remedies the Agency may have for the County's failure to fulfill any of the County's obligations under this Agreement. Notwithstanding any provisions of this Agreement to the contrary, indemnification under Section 12 of this Agreement shall be limited to the Agency's allocation, less any amount unspent.

COUNTY OF DUPAGE

Deborah Conroy
Chair, DuPage County

TUSKEGEE NEXT

Valeriano Blackburn,
Executive Director

ATTEST:

Jean Kaczmarek,
County Clerk

March 27, 2025

DuPage County Office of the County Board

421 North County Farm Road

Wheaton, Illinois 60187-3978

RE: MEMBER INITIATIVE PROGRAM APPLICATION

The Tuskegee NEXT Foundation, a 501(c)(3) public charity formed in 2015, transforms the lives of at-risk youth through aviation education, life skills training, and career path opportunities so that they can transform their communities. Tuskegee NEXT shows youth boundless possibilities through 1) Flight Training, a total immersion experience; 2) Life Skills Programming, where cadets are mentored by successful professionals, exposed to career opportunities, and desire to serve their neighborhoods and communities; and 3) Educational Assistance where they receive scholarships, tuition assistance, internships, or career assistance (civilian industry and military).

Tuskegee NEXT headquarters in Wheaton, Illinois, has a contractual partnership agreement with the Illinois Aviation Academy (IAA) in West Chicago, where the aircraft flight training takes place. Both are located in DuPage County.

Approximately 10-14 cadets are selected each year from a pool of applicants. Attached is a copy of the Service Agreement for this year between Tuskegee NEXT and the IAA.

Sincerely,

Simonee (Angel) Attawia

Interim Executive Director

Docusign Envelope ID: D685BFCB-AF77-4A94-A067-76CC453A4E9F

TUSKEGEE NEXT

January 23, 2025

Summer Aviation Program
Service Contract

I. The Parties.

This Service Contract ("Agreement") made January 23, 2025 ("Effective Date"), is by and between: Service Provider: Illinois Aviation Academy, Inc., with a mailing address of 32W751 Tower Road, City of West Chicago, State of Illinois ("Service Provider"), AND Client: Tuskegee Next, with a mailing address of 401 South Carlton Avenue, Suite 204 , City of Wheaton, State of Illinois ("Client"), Service Provider and Client are each referred to herein as a "Party" and, collectively, as the "Parties." NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the Client hires the Service Provider to work under the terms and conditions hereby agreed upon by the Parties:

II. Term.
The term of this Agreement shall commence on February 9, 2025, and terminate on August 9, 2025.

III. The Service.

The Service Provider agrees to provide flight and ground instruction that includes, but is not limited to, in the classroom, virtual/on-line, simulation devices and in airplanes. The instruction that Service Provider will perform for Client is hereinafter known as the "Service". Service Provider shall at all times, while performing the Service for Client, comply with the policies, standards, and regulations of the Client and imposed by local, State, and Federal governing entities laws to the best of Service Provider's ability.

IV. Payment Amount.

The Client agrees to pay the Service Provider the following compensation for the Services it performs and the equipment it uses during the execution of this Agreement based on the following rate schedule:

- Standard Flight/Ground instructor/instruction: $73.50/hour – retail rate
- Assistant Chief Pilot: $94.50/hour – retail rate
- Examiner Fee: $840/exam – retail rate
- Written Exam Fee: $175/exam – retail rate paid to PSI
- Aircraft Fee: $170.10/hour – discounted rate (retail $189)
  - 10% discount on retail rate if use more than 4 aircraft
  - 5% discount on retail rate if use less than 4 aircraft ($179.55)
- Books and required pilot supplies: Not to Exceed $ 9,400 for a 20-person initial class size

Docusign Envelope ID: D685BFCB-AF77-4A94-A067-76CC453A4E9F

Provider has provided Client a "Financial Budget" (Exhibit A attached to this Agreement) that will be used as a financial reference by the Parties. The Parties agree that changes to fuel prices during the term of this Agreement may cause changes to the "Aircraft Fee". Service Provider will immediately notify Client of any changes to "Aircraft Fee" or if Service Provider has concerns it may exceed the Financial Budget. Al activities that would exceed the Financial Budget ($) will require prior approval from Client. An approved expenses incurred by the Service Provider, after the Financial Budget has been exceeded, will be paid in accordance with the rate scale outlined in Section IV of the Agreement.

V. Payment Method.

The Service Provider will provide the Client with an invoice for Services rendered on a weekly basis. Client will have up to 5 business days after receipt of the Service Provider's invoice to review and dispute any charges/fees invoiced by the Service Provider. The Client shall pay the Service Provider within 14 days after all disputed charges and/or fees have been resolved. Payment by the Client can be in the form of a check, ACH or wire transfer. It is understood by the Parties that "time is of the essence" regarding payment and failure to pay may cause interruption of services being provided by the Service Provider.

VI. Inspection of Services.

Client shall be allowed to inspect and/or observe the Service Provider's facility and the Services rendered by Service Provider after providing reasonable notice to the Service Provider. If any of the Services performed or provided by the Service Provider pursuant to this Agreement are deficient, the Client shall have the right, at any time, to notify the Service Provider of such deficiency. Upon notice given by the Client, Service Provider shall be granted a reasonable time to correct such deficiency.

VII. Entire Agreement.

This Agreement constitutes the entire agreemen b h s ;edes all prior contemporaneous agreements, representations, and understandings of the Parties. No supplement, modification, or amendment to this Agreement shall be binding unless executed in writing by all Parties. IN WITNESS WHEREOF, the Parties hereto agree to the above terms and have caused this Agreement to be executed in their names by their duly authorized officers.

Client's Signature DocuSigned by: _____ Date 1/31/2025

Print Name Robert Werderich

Service Provider's Signature Signed by: _____ Date 1/31/2025

Docusign Envelope ID: D685BFCB-AF77-4A94-A067-76CC453A4E9F

TUSKEGEE NEXT

Print Name Simonee Attawia

File Number 7014-718-1

STATE OF ILLINOIS

OFFICE OF THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

I, **Alexi Giannoulias**, *Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that*

THE TUSKEGEE NEXT FOUNDATION, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON APRIL 28, 2015, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE GENERAL NOT FOR PROFIT CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 2ND *day of* MARCH ***A.D.*** 2025 .

Authentication #: 2506101124 verifiable until 03/02/2026

Authenticate at: https://www.ilsos.gov

SECRETARY OF STATE

AMENDED AND RESTATED BYLAWS
OF
THE TUSKEGEE NEXT FOUNDATION
(an Illinois Not-For-Profit Corporation)
adopted and incorporated 12/11/2017

ARTICLE 1

Offices, Purpose and Intended Tax Exempt Status

The corporation shall continuously maintain a registered agent within the State of Illinois, who shall be an individual resident of Illinois or a business entity authorized to act as a registered agent in Illinois, and whose registered office address shall be a physical street address with the State, as required by law.

THE TUSKEGEE NEXT FOUNDATION is organized and operated exclusively for charitable purposes in accordance with §501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue law). More specifically, the corporation is organized: (i) to assist at-risk youth with obtaining their pilots license; (ii) to conduct programs for charitable purposes; and (iii) to educate youth in the aerospace industry through various educational initiatives, life skills, mentorship collaborations and formal flight training programs in a charitable manner.

It is the intent of the Corporation to qualify as a nonprofit, tax exempt entity pursuant to §501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue law). To effectuate such intent, no part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth above. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements concerning), any political campaign on behalf of any candidate for public office. The Corporation shall not carry on any other activities not permitted to be carried on: (1) by a corporation exempt from federal income tax under §501(c)(3) of the Internal Revenue Code of 1986; (2) by a corporation contributions to which are deductible under §170(c)(2) of the Internal Revenue Code of 1986; or (3) by a corporation organized pursuant to the General Not For Profit Corporation Act of 1986 (805 ILCS 105) (the "Act"), as amended from time to time.

ARTICLE II

Board of Directors

SECTION 1. GENERAL POWERS. The affairs of the corporation shall be managed by or under the direction of its board of directors and officers. The board of directors shall comply with the auditing requirements in accordance with the Professions, Occupations and Business Operations Act (225/ILCS 460/4), also referred to the Solicitations for Charity Act (225 ILCS 460). The board of directors will engage a certified public accountant to perform an annual audit of the corporation.

SECTION 2. NUMBER, TENURE, AND QUALIFICATIONS. The Board of directors shall consist of not less than three (3) and not more than 24 members, all of whom shall be of lawful age. Each director shall hold office for two (2), two (2) year terms. Upon completion of the second term, the director shall be granted a one (1) year sabbatical. Upon completion of the one (1) sabbatical, the director shall return to the Board of Directors to serve another two (2), two (2) year terms and will continue to serve until his or her successor shall have been qualified and elected by the Board of Directors. The number of directors may be increased or decreased from time to

time by amendment to the bylaws. No decrease shall have the effect of shortening the term of an incumbent director.

SECTION 3. REGULAR MEETINGS. A regular annual meeting of the board of directors shall be held on the last Monday in October of each year for the purpose of electing officers and for the transaction of such other business as may come before the meeting. If such day is inconvenient for the board of directors or a legal holiday, the meeting shall be held as soon thereafter as conveniently may be. The president shall preside over the meetings of the board of directors, and the secretary of the corporation shall be the recording secretary for the meeting. The board of directors may provide, by resolution, the time and place for the holding of additional regular meetings of the board without other notice than such resolution.

SECTION 4. SPECIAL MEETINGS. Special meetings of the board of directors may be called by or at the request of the president or any three (3) directors. The person or persons authorized to call special meetings of the board may fix any place as the place for holding any special meeting of the board called by them.

SECTION 5. NOTICE. Notice of any special meeting of the board of directors shall be given at least two (2) days previous thereto by written or electronic notice to each director at his or her address as shown by the records of the corporation except that no special meeting of directors may remove a director unless written notice of the proposed removal is delivered to all directors at least twenty (20) days prior to such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. Notice of any special meeting of the board of directors may be waived in writing signed by the person or persons entitled to the notice either before or after the time of the meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except when a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board need be specified in the notice or waiver of notice of such meeting unless the purpose of such meeting is to remove a director under Section 108.35(b) of the Act, specifically required by law or by these bylaws.

SECTION 6. QUORUM. A majority of the directors then in office shall constitute a quorum; provided, that in no event shall a quorum consist of less than one-third of the directors then in office. If less than a majority of the directors then in office are present at said meeting a majority of the directors present may adjourn the meeting to another time without further notice. Directors may participate in and act at any meeting of such board through the use of a conference telephone or other communications equipment by means of which all persons participating in the meeting can communicate with each other. Participation in such meeting shall constitute attendance and presence in person at the meeting of the person or persons so participating.

SECTION 7. MANNER OF ACTING. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors, unless the act of a greater number is required by statute, these bylaws, or the articles of incorporation. No director may act by proxy on any matter. Regular or special meetings of the board of directors may be held either within or without this State.

SECTION 8. VACANCIES. Any vacancy occurring in the board of directors or any directorship to be filled at any meeting of the board of directors or by reason of an increase in the number of directors shall be filled by the board of directors unless the articles of incorporation, a relevant statute, the Act, or these bylaws provide that a vacancy or a directorship so created shall be filled in some other manner, in which case such provision shall control. A director appointed to fill a vacancy shall be appointed for the unexpired term of his or her predecessor in office.

SECTION 9. RESIGNATION AND REMOVAL OF DIRECTORS. A director may resign at any time by written

notice delivered to the board of directors, its chairman, or to the president or secretary of the corporation. A resignation is effective when the notice is delivered unless the notice specifies a future date. The pending vacancy may be filled before the effective date, but the successor shall not take office until the effective date. A director may be removed with or without cause, as specified by the Act.

SECTION 10. INFORMAL ACTION BY DIRECTORS. The authority of the board of directors may be exercised without a meeting if a consent in writing or electronically, setting forth the action taken, is signed by all of the directors entitled to vote.

SECTION 11. INTENTIONALLY OMITTED

SECTION 12. PRESUMPTION OF ASSENT. A director of the corporation who is present at a meeting of the board of directors at which action on any corporate matter is taken shall be conclusively presumed to have assented to the action taken unless his or her dissent shall be entered in the minutes of the meeting or unless he or she shall file his or her written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered or certified mail to the secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

SECTION 13. BOARD RESPONSIBILITIES. The responsibilities of the board of directors shall include, but are not limited to, the subsequent obligations. Accordingly, the board of directors shall be: (i) committed to supporting a clear path towards aviation careers for at-risk youth; (ii) actively serve on at least one (1) committee of the board of directors as described in Article IV hereof; (iii) attend at least three (3) out of four (4) quarterly board meetings; (iv) provide reasonable best efforts in order to secure a minimum of ten thousand dollars ($10,000.00) per year in charitable contributions that support the charitable purpose of the corporation annually; and (v) provide the corporation with mailing lists, contacts, major donor prospects, and related contacts in order to support the charitable purpose of the corporation annually.

ARTICLE III
Officers

SECTION 1. OFFICERS. The officers of the corporation shall be a president, one or more vice presidents (the number thereof to be determined by the board of directors), a treasurer, a secretary, and such other officers as may be elected or appointed by the board of directors. Officers whose authority and duties are not prescribed in these bylaws shall have the authority and perform the duties prescribed, from time to time, by the board of directors. Any two or more offices may be held by the same person.

SECTION 2. ELECTION AND TERM OF OFFICE. The officers of the corporation shall be elected by the board of directors at the regular annual meeting of the board of directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Vacancies may be filled or new offices created and filled at any meeting of the board of directors. Each officer shall hold office for two (2) years and until his or her successor shall have been duly elected and qualified, until his or her death, or until he or she shall resign or shall have been removed in the manner hereinafter provided. Election of an officer shall not of itself create contract rights.

SECTION 3. REMOVAL AND RESIGNATION. Any officer elected or appointed by the board of directors may be removed by the board of directors whenever in its judgment the best interests of the corporation would be served thereby. Election or appointment of an officer or agent shall not of itself create any contract rights.

SECTION 4. PRESIDENT. The president shall be the principal executive officer of the corporation. Subject to the direction and control of the board of directors, he or she shall be in charge of the business and affairs of the corporation; he or she shall see that the resolutions and directives of the board of directors are carried into effect except in those instances in which that responsibility is assigned to some

other person by the board of directors; and, in general, he or she shall discharge all duties incident to the office of president and such other duties as may be prescribed by the board of directors. He or she shall preside at all meetings of the board of directors. Except in those instances in which the authority to execute is expressly delegated to another officer or agent of the corporation or a different mode of execution is expressly prescribed by the board of directors or these bylaws, he or she may execute for the corporation any contracts, deeds, mortgages, bonds, or other instruments that the board of directors has authorized to be executed, and he or she may accomplish such execution either under or without the seal of the corporation and either individually or with the secretary, any assistant secretary, or any other officer thereunto authorized by the board of directors, according to the requirements of the form of the instrument.

He or she may vote all securities that the corporation is entitled to vote except as and to the extent such authority shall be vested in a different officer or agent of the corporation by the board of directors.

SECTION 5. VICE PRESIDENT. The vice president (or in the event there be more than one vice president, each of the vice presidents) shall assist the president in the discharge of his or her duties as the president may direct and shall perform such other duties as from time to time may be assigned to him or her by the president or the board of directors. In the absence of the president or in the event of his or her inability or refusal to act, the vice president (or in the event there be more than one vice president, the vice presidents, in the order designated by the board of directors, or by the president if the board of directors has not made such a designation, or in the absence of any designation, then in the order of their seniority of tenure) shall perform the duties of the president and, when so acting, shall have all the powers of and be subject to all the restrictions on the president. Except in those instances in which the authority to execute is expressly delegated to another officer or agent of the corporation or a different mode of execution is expressly prescribed by the board of directors or these bylaws, the vice president (or any of them if there is more than one) may execute for the corporation any contracts, deeds, mortgages, bonds, or other instruments that the board of directors has authorized to be executed, and he or she may accomplish such execution either under or without the seal of the corporation and either individually or with the secretary, any assistant

secretary, or any other officer thereunto authorized by the board of directors, according to the requirements of the form of the instrument.

SECTION 6. TREASURER. The treasurer shall be the principal accounting and financial officer of the corporation. He or she shall: (a) have charge of and be responsible for the maintenance of adequate books of account for the corporation; (b) have charge and custody of all funds and securities of the corporation, and be responsible therefor, and for the receipt and disbursement thereof; and (c) perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him or her by the president or by the board of directors. If required by the board of directors, the treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the board of directors shall determine.

SECTION 7. SECRETARY. The secretary shall (a) record the minutes of the meetings of the board of directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these bylaws or as required by law; (c) be a custodian of the corporate records; (d) keep a register of the post office address of each member of the board that shall be furnished to the secretary by such member; (e) perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him or her by the president or by the board of directors; and (f) certify the bylaws, resolutions of the board of directors and committees thereof, and other documents of the corporation as true and correct copies thereof.

SECTION 8. SALARIES. The officers shall not receive compensation or reimbursement for expenses for

attendance at any meeting of the corporation. The officers shall not receive salary for their services as an officer.

ARTICLE IV
Committees, Commissions and Advisory Boards

SECTION 1. COMMITTEES. The board of directors, by resolution adopted by a majority of the directors in office, may designate one or more committees, each of which will consist of one or more directors and such other persons as the board of directors designates. The committees, to the extent provided in said resolution and not restricted by law, shall have and exercise the authority of the board of directors in the management of the corporation; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the board of directors, or any individual director, of any responsibility imposed on it, him, or her by law.

SECTION 2. COMMISSIONS OR ADVISORY BODIES. Commissions or advisory bodies not having and exercising the authority of the board of directors in the corporation may be designated or created by the board of directors and shall consist of such persons as the board of directors designates. A commission or advisory body may or may not have directors as members, as the board of directors determines. The commission or advisory body may not act on behalf of the corporation or bind it to any actions but may make recommendations to the board of directors or to the officers of the corporation.

SECTION 3. TERM OF OFFICE. The appointment of a committee member, commission or advisory board member shall be for one (1) year unless terminated sooner as hereinafter defined. Each member of a committee, advisory board, or commission shall continue as such until the next annual meeting of the board of directors of the corporation and until his or her successor is appointed, unless the committee, advisory board, or commission shall be sooner terminated, or unless such member be removed from such committee, advisory board, or commission by the board of directors, or unless such member shall cease to qualify as a member thereof.

SECTION 4. CHAIR. One member of each committee, advisory board, or commission shall be nominated chair by the president of the corporation and approved by the board of directors. Such members in good standing with the corporation for at least one (1) year shall have preference in appointment as chair of a committee. Committee chairs, along with the officers of the corporation, shall constitute the Executive Board, and shall perform such other duties as directed by the Board of Directors, such as performing an audit of the financial records of the corporation.

SECTION 5. VACANCIES. Vacancies in the membership of any committee, advisory board, or commission may be filled by appointments made in the same manner as provided in the case of the original appointments.

SECTION 6. QUORUM. Unless otherwise provided in the resolution of the board of directors designating a committee, advisory board, or commission, a majority of the whole committee, advisory board, or commission shall constitute a quorum, and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee, advisory board, or commission.

SECTION 7. RULES. Each committee, advisory board, or commission may adopt rules for its own government not inconsistent with these bylaws, the Act, the articles of incorporation, or with rules adopted by the board of directors.

SECTION 8. INFORMAL ACTION. The authority of a committee may be exercised without a meeting if a consent in writing, setting forth the action taken, is signed by all the members entitled to vote.

ARTICLE V

Contracts, Checks, Deposits, and Funds

SECTION 1. CONTRACTS. The president or vice president may enter into any contract determined by resolution of the board of directors or execute and deliver any instrument determined by resolution of the board of directors in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

SECTION 2. CHECKS, DRAFTS, ETC. All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers or agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the board of directors, but at all times dual signatures shall be required for disbursement of funds. In the absence of such determination by the board of directors, such instruments shall be signed by the treasurer or an assistant treasurer and countersigned by the president or a vice president of the corporation.

SECTION 3. DEPOSITS. All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the board of directors may select.

SECTION 4. GIFTS. The board of directors may accept on behalf of the corporation any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the corporation so long as such gift does not conflict with §501(c)(3) of the Internal Revenue Code of 1986, §170(c)(2) of the Internal Act.

ARTICLE VI

Certificates of Membership of the Board of Directors

SECTION 1. CERTIFICATES OF MEMBERSHIP. The board of directors may provide for the issuance of certificates evidencing membership in the corporation, which shall be in such form as may be determined by the board. Such certificates shall be signed by the president or a vice president and by the secretary or an assistant secretary. The name and address of each board member shall be entered on the records of the corporation. If any certificate shall become lost, mutilated, or destroyed, a new certificate may be issued therefor on such terms and conditions as the board of directors may determine.

SECTION 2. ISSUANCE OF CERTIFICATES. When a board member has been elected to membership and has paid any initiation fee and dues that may then be required, a certificate of membership shall be issued in his or her name and delivered to him or her by the secretary, if the board of directors shall have provided for the issuance of certificates of membership under the provisions of Section 1 of this Article.

ARTICLE VII

Books and Records

SECTION 1. BOOKS AND RECORDS. The corporation shall keep correct and complete books and records of account. It shall also keep minutes of the proceedings of its board of directors and committees having any of the authority of the board of directors and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the corporation may be inspected by any member of the board, or his or her attorney, for any proper purpose at any reasonable time. To exercise this right, such member must make written demand to the president or vice president, stating with particularity the records sought and a detailed reason for the request. If approved by the board of directors, such member requesting these records agrees to pay any and all costs associated with the production of said records, including but not limited to any professional costs such as the time of an attorney and/or an accountant. A retainer fee in the amount of $500.00 must be provided in advance. Any unused portion will be refunded to such member. If the corporation refuses examination, the voting member may file suit in the circuit court of the county in DuPage County to compel by mandamus or otherwise such examination as may be proper. If such member seeks to examine books or

records of account the burden of proof is upon such member to establish a proper purpose. However, if the member's purpose is to examine minutes, the burden of proof is upon the corporation to establish that such member does not have a proper purpose.

SECTION 2. DONOR RECORDS. No donor records shall be made available to any person outside the corporation except those requests lawfully received by an authorized governmental agency. Within the corporation, donor records shall be made available only to authorized personnel on an as needed basis.

SECTION 3. STEWARDSHIP COMMITTEE. The president and vice president shall serve as the Stewardship Committee to provide oversight involving the stewardship of donor funds. This committee is to serve in a donor advocacy role in reviewing and addressing matters of donor intent and confidentiality and shall monitor practices that protect donor confidentiality of donor information. The president and vice president together may elect to add or substitute members to this Stewardship Committee.

ARTICLE VIII
Fiscal Year

The fiscal year of the corporation shall be October 1 – September 30 as reckoned for taxing or accounting purposes.

ARTICLE IX
Dues

SECTION 1. ANNUAL DUES. The board of directors by affirmative vote of two thirds of all of the members of the board may determine from time to time the amount of initiation fee, if any, and annual dues payable to the corporation.

SECTION 2. PAYMENT OF DUES. Dues shall be payable in advance on the first Monday in June in each year. Dues of a new member of the board shall be prorated from the first day of the month in which such new member is elected to membership.

SECTION 3. DEFAULT AND TERMINATION OF MEMBERSHIP. When any member of any the board shall be in default in the payment of dues for a period of four (4) months from the beginning of the period for which such dues became payable, his or her membership may thereupon be terminated by the board of directors in the manner provided in Article II of these bylaws.

ARTICLE X
Seal

Use of a corporate seal is not mandatory.

ARTICLE XII
Waiver of Notice

Whenever any notice is required to be given under the provisions of the Act or under the provisions of the articles of incorporation or the bylaws of the corporation, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Attendance at any meeting shall constitute waiver of notice thereof unless the person at the meeting objects to the holding of the meeting because proper notice was not given.

ARTICLE XII

SECTION 1. INDEMNIFICATION IN ACTIONS OTHER THAN BY OR IN THE RIGHT OF THE CORPORATION. The corporation may indemnify a person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the corporation) by reason of the fact that he or she is or was a director, officer, or employee of the corporation, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit, or proceeding, if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation or, with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his or her conduct was unlawful. The corporation will not indemnify willful misconduct or gross negligence.

SECTION 2. INDEMNIFICATION IN ACTIONS BY OR IN THE RIGHT OF THE CORPORATION. The corporation may indemnify a person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that such person is or was a director, officer, or employee of the corporation, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the corporation, provided that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the corporation, unless, and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

SECTION 3. RIGHT TO PAYMENT OF EXPENSES. To the extent that a director, officer, or employee of the corporation has been successful, on the merits or otherwise, in the defense of any action, suit, or proceeding referred to in Sections 1 and 2 of this Article, or in defense of any claim, issue, or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith that do not exceed $10,000.

SECTION 4. DETERMINATION OF CONDUCT. Any indemnification under Sections 1 and 2 of this Article (unless ordered by a court) shall be made by the corporation only as authorized in the specific case, upon a determination that indemnification of the director, officer or employee is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Sections 1 or 2 of this Article. Such determination shall be made (a) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit, or proceeding; or (b) if such a quorum is not obtainable, or even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion.

SECTION 5. PAYMENT OF EXPENSES IN ADVANCE. Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the corporation in advance of the final disposition of such action, suit, or proceeding, as authorized by the board of directors in the specific case, upon receipt of an undertaking by or on behalf of the director, officer, or employee, to repay such amount, unless it shall ultimately be determined that he or she is entitled to be indemnified by the corporation as authorized in

this Article.

SECTION 6. INDEMNIFICATION NOT EXCLUSIVE. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of disinterested directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, or employee, and shall inure to the benefit of the heirs, executors, and administrators of such a person.

SECTION 7. INSURANCE. The corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the corporation, or who is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power to indemnify such person against such liability under the provisions of this Article.

SECTION 8. NOTICE TO MEMBERS. If the corporation has paid indemnity or has advanced expenses under this Article to a director, officer, or employee, the corporation shall report the indemnification or advance in writing to any members entitled to vote with or before the notice of the next meeting of the members entitled to vote.

ARTICLE XIII
Amendments

The power to alter, amend, or repeal the bylaws or adopt new bylaws shall be vested in the board of directors by affirmative vote of two thirds of all of the members of the board unless otherwise provided in the articles of incorporation or the bylaws. Such action may be taken at a regular or special meeting for which written notice of the purpose shall be given. The bylaws may contain any provisions for the regulation and management of the affairs of the corporation not inconsistent with law or the articles of incorporation.

ARTICLE XIV
Policies

Policies shall be prepared and approved by the board of directors to provide guidance to the corporate officers and directors, regarding how important activities are handled.

Article XV
Duality of Interest

Any duality of interest on the part of any director shall be disclosed to the board of directors, and made a matter of record through an annual procedure and also when the interest becomes a matter of director action.

Any director having a duality of interest shall not vote or use his or her personal influence on the matter, and he or she shall not be counted in determining the quorum for the meeting. The minutes of the meeting shall reflect that a disclosure was made, the abstention from voting and the quorum situation.

Any new director will be advised of this policy upon entering the duties of his or her office. A like standard shall apply to members of all Standing and Advisory Committees. All such policies shall also be applicable to any member of one's immediate family or any person acting on his or her behalf.

Directors, committee members, and the board members will be required to attest annually to their familiarity with the Corporation's policies in this regard and to provide information concerning any

possible conflict of interest so that disclosure may, if necessary, be made.

Whenever there exists a conflict, the matter in question shall be made public by disclosure in the Annual Report of the Corporation unless otherwise directed by the president or chairmen.

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:	N/A
COMPANY NAME:	Tuskegee NEXT
CONTACT PERSON:	Valeriano Blackburn
CONTACT EMAIL:	Vblackburn@TuskegeeNEXT.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:
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

Printed Name: Valeriano Blackburn

Signature:

Title: Executive Director

Date: Oct. 21, 2025

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

File #: CB-R-0080-25 **Agenda Date:** 11/12/2025 **Agenda #:** 9.C.2.

APPOINTMENT OF WILLIAM WOROBEC AS THE
DU PAGE COUNTY INVESTIGATOR GENERAL

WHEREAS, Deborah A. Conroy has submitted to the County Board her appointment of William Worobec for appointment as the DuPage County Investigator General; and

WHEREAS, pursuant to the DuPage County Ethics Ordinance, as subsequently amended, such appointment requires the advice and consent of the County Board; and

WHEREAS, said Investigator General shall not be an employee of DuPage County or any other unit of government; and

WHEREAS, the Investigator General during his or her term of office shall not, (i) become a candidate for an elective office; or (ii) hold any other elected or appointed public office except for appointment to an uncompensated advisory board or study commission; and

WHEREAS, the Chair of the County Board believes it critical to appoint an individual who has extensive experience and knowledge to exercise the powers and perform the duties established by Section 2-471 of the DuPage County Ethics Ordinance; and

WHEREAS, William Worobec meets all of the requirements for appointment as Investigator General;

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the County Board does hereby advise and consent to the appointment of William Worobec as the DuPage County Investigator General to fill a vacancy for a term ending February 1st, 2027, with compensation set at $185.00 per hour; and

BE IT FURTHER RESOLVED that the “Notice of Appointment” be attached hereunto and made a part of this resolution; and

BE IT FURTHER RESOLVED that the County Clerk transmit certified copies of this resolution to: William Worobec, all Elected Officials and all Department Heads.

Enacted and approved this 12th day of November, 2025 at Wheaton, Illinois.

_____
DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

NOTICE OF APPOINTMENT

By virtue of the power vested in me under the DuPage County Ethics Ordinance, as amended, I, Deborah A. Conroy, as Chair of the DuPage County Board, do hereby appoint William Worobec as DuPage County Investigator General to fill in a vacancy for a term expiring February 1st, 2027.

I hereby submit this appointment to the County Board for its advice and consent this 12th day of November, 2025.

_____

Deborah A. Conroy, Chair
DuPage County Board

WILLIAM G. WOROBEC

The Law Office of William G. Worobec, P.C.
[redacted]

Phone: [redacted]
Fax:
Cell:
Email:

PERSONAL
-Born April 1, 1971, Elmhurst, Illinois
-Resides in Elmhurst with wife and two daughters

EDUCATION
-Juris Doctor, 1996, Northern Illinois University College of Law, DeKalb, Illinois
-Bachelor of Arts, 1993, University of Illinois, Champaign/Urbana, Illinois

ACHIEVEMENTS
-Law Review, Northern Illinois University, 1994 – 1996
-Notes and Comments Editor, Northern Illinois University Law Review, 1995 – 1996

PROFESSIONAL MEMBERSHIPS
-Illinois State Bar Association

BAR ADMISSION
-Illinois Supreme Court, 1997 – present

EMPLOYMENT HISTORY

Current:

-The Law Office of William G. Worobec, P.C.,
October 2003 – present
Owner and sole practitioner. Focus on Criminal defense, juvenile, village prosecutions, And "Sexually Violent Persons/Sexually Dangerous Persons" representation

-Conflict Attorney/Sexually Violent Persons Counsel, DuPage County
November 1, 2012 – present
Contracted appointed counsel by Chief Judge's Office to all Sexually Violent Persons in DuPage County (currently 20 Clients) and Public Defender conflict attorney. Position entails defending all current and future SVP defendants, each with approximately 5 – 10 court dates annually, as well as all cases for which the DuPage Public Defender's Office has a conflict

-Guardian *ad Litem*, DuPage County Juvenile Court
December 2024 – present

Contracted appointed Guardian *ad Litem* by Chief Judge to represent abused and neglected minors in Courtroom 3000. Position requires weekly court appearance, drafting motions, meeting with minors/families, report review, hearings

-Village of Downers Grove, DUI prosecutor,
March 2012 – present (Subcontracted by contract holder, Michael McMahon)
-Handle all courtroom prosecuting, including pleas, negotiations, summary suspension hearings, motions, and trials, every Wednesday since March 2012

-DuPage County Forest Preserve, ordinance prosecutions
2020 – present (Subcontracted by contract holder, Peter Baroni)
-Handle all courtroom prosecuting, twice weekly

-DUI prosecutor for Roselle, West Chicago, and Wood Dale
2021 – present (Subcontracted by contract holder, Marquardt and Belmonte)
-Handle all courtroom prosecuting, including pleas, negotiations, summary suspension hearings, motions, and trials, every Friday

-Traffic Court prosecutor, Wheaton and Roselle
2021 – present (Subcontracted by contract holder, Marquardt and Belmonte)

Prior Work History:

-Hearings Officer (Toll violators), Illinois Tollway Authority, 2016 - 2020

-City of Wheaton DUI prosecutor, part time,
2005 – May, 2011 (Subcontracted by contract holder, Peter Baroni)

-DuPage County State's Attorney's Office, felony, Second Chair, Narcotics Unit,
2001 – October 2003

-DuPage County State's Attorney's Office, felony Second Chair, Screening Unit,
2000 – 2001

-DuPage County State's Attorney's Office, Misdemeanor Division, 1997 – 2000
Prosecuted in general misdemeanor rooms, DUI room,
and hybrid DUI/felony room)

-DuPage County State's Attorney's Office, Traffic Division, May 1997 – October 1997

-DuPage County State's Attorney's Office, Law Clerk exclusively for Juvenile Division
May 1995 – May 1997

References available upon request. The Law Office of William G. Worobec, P.C., has maintained malpractice insurance continuously since the Firm's inception in October of 2003.

Form Name:	DuPage County Application Form for Appointment
Submission Time:	October 20, 2025 11:36 am
Browser:	Chrome 109.0.0.0 / Windows
IP Address:	74.93.240.186
Unique ID:	1392385397

Name of Board or Agency you are interested in appointment to	DuPage County Investigator General

Previous Board Experience

Have you ever served on this Board or Agency before?	No

Personal Information

Name	William Worobec
Email	[redacted]
Address	[redacted]
Phone	[redacted]
Upload resume (PDF or Word format)	[redacted]

Additional Information

Please explain why you wish to serve as an appointee and share any unique qualifications or experience you feel you would bring to this agency.	The position of Investigator General brings the unique opportunity to ensure the traditionally high ethical standards DuPage is known for are maintained. With my nearly 30 years of both criminal and civil law experience, I've had exposure to a wide variety of issues., and my time as both a prosecutor and defense counsel allows me to view all issues from multiple perspectives. Additionally, my time spent as a Hearings Officer for the Illinois Toll Authority gave invaluable experience in hearing both sides of an issue and ultimately ruling impartially, based upon the facts of the individual case and the applicable authority governing it. Finally, as a successful owner/operator of my law firm, I've gained valuable skills in managing staff, working with members of the public from all walks of life, time and budget management, and balancing a workable caseload with my private family life. I'm confident these and other skills will prove beneficial to the position. (Please note: with regard to the question below addressing "conducting business" with the County Board - I hold two contracts with the Chief Judge's Office, those being my Conflict Attorney and Guardian ad Litem contracts. While my contracts are with the Chief Judge's Office, I'm aware they present my invoices to the County Board, and it is the County Board who issues me checks for payment. I don't believe this is the "conducting business" with the Board you're concerned with, but will be more than happy to change my answer below if you believe differently; I do not want to mislead the Board in any fashion.)
Are you a lobbyist registered with the State of Illinois?	No
Are you an elected official?	No
Are you currently employed or have an ownership interest in a company that conducts business with the government entity to which you are seeking an appointment?	No
Do you have any relatives who are currently employed with the governmental entity to which you are seeking an appointment?	No

Conviction Information

Have you ever been convicted of a criminal offense?	No

Submit Application

Do you attest to the above?	Yes

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

File #: FI-R-0189-25 **Agenda Date:** 11/12/2025 **Agenda #:** 10.A.

BUDGET TRANSFERS
VARIOUS COMPANIES AND ACCOUNTING UNITS
FISCAL YEAR 2025

WHEREAS, it appears that certain appropriations for various County companies and accounting units are insufficient to cover necessary expenditures for the balance of the 2025 fiscal year; and

WHEREAS, it appears that there are other appropriations within these companies and accounting units from which transfers can be made at the present time to meet the need for funds.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached transfers be made within the indicated companies and accounting units.

Enacted and approved this 12th day of November, 2025 at Wheaton, Illinois.

_____
DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October 1, 2024

From: 1600 (Company #)

STORMWATER MANAGEMENT
From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance: Prior to Transfer	After Transfer	Date of Balance
3000	50080		SALARY & WAGE ADJUSTMENTS	$ 104,183.00	104,183.00	Ø	10/16/25
3000	50099		NEW PROGRAM REQUESTS-PERSONNEL	$ 34,872.00	34,872.00	Ø	10/16/25
3000	50040		PART TIME HELP	$ 25,000.00	25,000.00	Ø	10/16/25
3000	51000		BENEFIT PAYMENTS	$ 10,945.00	41,669.92	30,724.92	10/16/25
			Total	$ 175,000.00			

To: 1600 (Company #)

STORMWATER MANAGEMENT
To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance: Prior to Transfer	After Transfer	Date of Balance
3000	50000		REGULAR SALARIES	$ 90,000.00	375,189.45	465,189.45	10/16/25
3000	51040		EMPLOYEE MED & HOSP INSURANCE	$ 85,000.00	(25,196.37)	59,803.63	10/16/25
			Total	$ 175,000.00			

Reason for Request:

A budget transfer is necessary to cover Salaries and employee insurance for FY25.

[redacted]
Department Head — 10.14.25 Date

Chief Financial Officer — 10/17/25 Date

Activity _____ (optional)

****Please sign in blue ink on the original form****

Finance Department Use Only

Fiscal Year 25 Budget Journal # _____ Acctg Period _____

Entered By/Date_____ Released & Posted By/Date_____

SW - 11/4/25
FIN/CB - 11/12/25

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October 1, 2024

From: 1000 (Company #)

CIRCUIT COURT
From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance: Prior to Transfer	Finance Dept Use Only Available Balance: After Transfer	Date of Balance
5900	50050		TEMPORARY SALARIES	$ 7,280.00	7,281.00	1.00	10/21/25
5900	53040		INTERPRETER SERVICES	$ 5,000.00	46,381.00	41,381.00	10/21/25
			Total	$ 12,280.00			

To: 1000 (Company #)

CIRCUIT COURT
To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance: Prior to Transfer	Finance Dept Use Only Available Balance: After Transfer	Date of Balance
5900	50040		PART TIME HELP	$ 12,280.00	(3,458.70)	8,821.30	10/21/25
			Total	$ 12,280.00			

Reason for Request:

Moving funds to accommodate salaries for part time staff until the end of FY25

[redacted] 10/21/25
Department Head Date

Chief Financial Officer 10/22/25
Date

Activity _____ (optional)

****Please sign in blue ink on the original form****

Finance Department Use Only

Fiscal Year 25 Budget Journal # _____ Acctg Period _____

Entered By/Date _____ Released & Posted By/Date _____

JPS - 11/4/25
FIN/CB - 11/12/25

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October 1, 2024

From: 2000 (Company #)

SEWER OPERATIONS
From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance: Prior to Transfer	Finance Dept Use Only Available Balance: After Transfer	Date of Balance
2555	53828		CONTINGENCIES	$ 110,000.00	276,375.00	166,375.00	10/27/25
2640	53828		CONTINGENCIES	$ 20,000.00	214,900.00	194,900.00	10/27/25
			Total	$ 130,000.00			

To: 2000 (Company #)

SEWER OPERATIONS
To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance: Prior to Transfer	Finance Dept Use Only Available Balance: After Transfer	Date of Balance
2555	51000		BENEFIT PAYMENTS	$ 110,000.00	(106,601.85)	3,398.15	10/27/25
2640	51040		EMPLOYEE MED & HOSP INSURANCE	$ 20,000.00	(6,108.12)	13,891.88	10/27/25
			Total	$ 130,000.00			

Reason for Request:

Public Works - $110,000.00 FY25 budget transfer needed for Benefit Payments for retiring employee payouts. Public Works - $20,000.00 FY25 budget transfer needed for Employee Med & Hsp Insurance for payroll charges.

[redacted]
Department Head — Date: 10/27/2025

Chief Financial Officer — Date: 10/28/25

Activity _____ (optional)

****Please sign in blue ink on the original form****

Finance Department Use Only

Fiscal Year 25 Budget Journal # _____ Acctg Period _____

Entered By/Date _____ Released & Posted By/Date _____

PW - 11/4/25
FIN/CB - 11/12/25

10/24/25

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective January 1, 2025

From: 1200 (Company #)

HOUSEKEEPING
From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance: Prior to Transfer	Finance Dept Use Only Available Balance: After Transfer	Date of Balance
2035	52000		FURN/MACH/EQUIP SMALL VALUE	$ 2,960.00	17,208.00	14,248.00	10/24/25
			Total	$ 2,960.00			

To: 1200 (Company #)

HOUSEKEEPING
To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance: Prior to Transfer	Finance Dept Use Only Available Balance: After Transfer	Date of Balance
2035	54110		EQUIPMENT AND MACHINERY	$ 2,960.00	3,950.00	6,910.00	10/24/25
			Total	$ 2,960.00			

Reason for Request:

move monies to cover the purchase of a walk behind sweeper that sweeps and mops difficult floors over at the Animal Control, that Environmental Services cleans for (FY25)

[redacted] Department Head — 10/24/25 Date

Activity _____ (optional)

CM Chief Financial Officer — 10/28/25 Date

****Please sign in blue ink on the original form****

Finance Department Use Only

Fiscal Year 25 Budget Journal # _____ Acctg Period _____

Entered By/Date _____ Released & Posted By/Date _____

HS - 11/4/25
FIN/CB - 11/12/25

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective April 1, 2025

From: 1000 (Company #)

FAMILY CENTER
From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance: Prior to Transfer	Finance Dept Use Only Available Balance: After Transfer	Date of Balance
1640	53020		INFORMATION TECHNOLOGY SVC	$ 2,000.00	4,100.00	2,100.00	10/23/25
1640	53510		TRAVEL EXPENSE	$ 3,000.00	5,000.00	2,000.00	10/23/25
			Total	$ 5,000.00			

To: 1000 (Company #)

FAMILY CENTER
To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance: Prior to Transfer	Finance Dept Use Only Available Balance: After Transfer	Date of Balance
1640	50000		REGULAR SALARIES	$ 5,000.00	32,093.38	37,093.38	10/23/25
			Total	$ 5,000.00			

Reason for Request:

Transfer covers deficits in Regular Salaries for FY25 that were not realized during budget preparation.

[redacted]
Department Head — Date 10/21/25

Activity _____ (optional)

Chief Financial Officer — Date 10/23/25

****Please sign in blue ink on the original form****

Finance Department Use Only

Fiscal Year 25 Budget Journal # _____ Acctg Period _____

Entered By/Date _____ Released & Posted By/Date _____

HS - 11/4/25
FIN/CB - 11/12/25

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective January 1, 2025

From: 1500 (Company #)

DOT MAINTENANCE/OPS
From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance: Prior to Transfer	Finance Dept Use Only Available Balance: After Transfer	Date of Balance
3510	53828		CONTINGENCIES	$ 61,000.00	915,500.00	854,500.00	10/22/25
			Total	$ 61,000.00			

To: 1500 (Company #)

DOT MAINTENANCE/OPS
To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance: Prior to Transfer	Finance Dept Use Only Available Balance: After Transfer	Date of Balance
3510	51040		EMPLOYEE MED & HOSP INSURANCE	$ 61,000.00	38,553.79	99,553.79	10/22/25
			Total	$ 61,000.00			

Reason for Request:

Due to the unpredictable nature of employee medical and hospital insurance costs, it was impossible to accurately forecast this year's budget requirements. A budget transfer is requested to accommodate these unforeseen expenses.

[redacted]
Department Head — Date 10/20/25

Chief Financial Officer — Date 10/24/25

Activity _____ (optional)

****Please sign in blue ink on the original form****

Finance Department Use Only

Fiscal Year 25 Budget Journal # _____ Acctg Period _____

Entered By/Date _____ Released & Posted By/Date _____

DOT - 11/4/25
FIN/CB - 11/12/25

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective January 1, 2025

From: 1500 (Company #)

DOT FLEET SERVICE
From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance: Prior to Transfer	Finance Dept Use Only Available Balance: After Transfer	Date of Balance
3520	53828		CONTINGENCIES	$ 8,500.00	816,300.00	807,800.00	10/22/25
			Total	$ 8,500.00			

To: 1500 (Company #)

DOT FLEET SERVICE
To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance: Prior to Transfer	Finance Dept Use Only Available Balance: After Transfer	Date of Balance
3520	51010		EMPLOYER SHARE I.M.R.F.	$ 4,500.00	10,603.91	15,103.91	10/22/25
3520	51030		EMPLOYER SHARE SOCIAL SECURITY	$ 4,000.00	9,802.11	13,802.11	10/22/25
			Total	$ 8,500.00			

Reason for Request:

Additional funds are required due to increased employer obligations resulting from newly implemented union salary rates. These adjustments have directly impacted the employer's share of both the I.M.R.F. contributions and Social Security taxes. A budget transfer is necessary to accommodate these changes.

[redacted]
Department Head — Date 10/20/25

Chief Financial Officer — Date 10/24/25

Activity _____ (optional)

****Please sign in blue ink on the original form****

Finance Department Use Only

Fiscal Year 25 Budget Journal # _____ Acctg Period _____

Entered By/Date _____ Released & Posted By/Date _____

DOT - 11/4/25

FIN/CB - 11/12/25

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective April 1, 2025

From: 1000 (Company #)

COUNTY RECORDER
From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance: Prior to Transfer	After Transfer	Date of Balance
4300	53807		SUBSCRIPTION IT ARRANGEMENTS	$ 165.00	2,382.00	2,217.00	11/6/25
			Total	$ 165.00			

To: 1000 (Company #)

COUNTY RECORDER
To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance: Prior to Transfer	After Transfer	Date of Balance
4300	54100	0700	IT EQUIPMENT - CAPITAL LEASE	$ 165.00	0.56	165.56	11/6/25
			Total	$ 165.00			

Reason for Request:

TO FULFILL BUDGET SHORTAGE

[redacted] Department Head — Date 11/5/25

Activity _____ (optional)

Chief Financial Officer — Date 11/4/25

****Please sign in blue ink on the original form****

Finance Department Use Only

Fiscal Year 25 Budget Journal # _____ Acctg Period _____

Entered By/Date _____ Released & Posted By/Date _____

FIN - 11/12/25
CB - 11/12/25

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

File #: FI-R-0190-25 **Agenda Date:** 11/4/2025 **Agenda #:** 8.A.

ACCEPTANCE AND APPROPRIATION OF THE
ILLINOIS HOME WEATHERIZATION ASSISTANCE PROGRAM DOE GRANT PY26
INTER-GOVERNMENTAL AGREEMENT NO. 25-401028
COMPANY 5000 - ACCOUNTING UNIT 1400
$638,116

(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 $638,116 (SIX HUNDRED THIRTY-EIGHT THOUSAND ONE HUNDRED SIXTEEN AND NO/100 DOLLARS) are available to be used to assist in the weatherization of homes of low-income DuPage County residents; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Inter-Governmental Agreement No. 25-401028 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 grant agreement is from July 1, 2025 through June 30, 2026; and

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

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

WHEREAS, the DuPage 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. 25-401028 (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 $638,116 (SIX HUNDRED THIRTY-EIGHT THOUSAND ONE HUNDRED SIXTEEN AND NO/100 DOLLARS) be made to establish the Illinois Home Weatherization Assistance Program DOE Grant PY26, Company 5000 - Accounting Unit 1400, for period July 1, 2025 through June 30, 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 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 12th day of November, 2025 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

ACCEPTANCE AND APPROPRIATION TO ESTABLISH THE
ILLINOIS HOME WEATHERIZATION ASSISTANCE PROGRAM DOE GRANT PY26
INTER-GOVERNMENTAL AGREEMENT NO. 25-401028
COMPANY 5000 – ACCOUNTING UNIT 1400
$638,116

REVENUE		
41000-0009 - Federal Operating Grant - DOE	$ 638,116	
TOTAL ANTICIPATED REVENUE		$ 638,116
EXPENDITURES		
PERSONNEL		
50000-0000 - Regular Salaries	$ 170,325	
51010-0000 - Employer Share I.M.R.F.	15,176	
51030-0000 - Employer Share Social Security	13,030	
51040-0000 - Employee Med & Hosp Insurance	20,153	
TOTAL PERSONNEL		$ 218,684
COMMODITIES		
52200-0000 - Operating Supplies & Materials	$ 198	
52260-0000 - Fuel & Lubricants	136	
TOTAL COMMODITIES		$ 334
CONTRACTUAL		
53090-0000 - Other Professional Services	$ 393,395	
53100-0000 - Auto Liability Insurance	583	
53260-0000 - Wireless Communication Svc	825	
53370-0000 - Repair & Mtce Other Equipment	120	
53380-0000 - Repair & Mtce Auto Equipment	44	
53500-0000 - Mileage Expense	759	
53510-0000 - Travel Expense	15,220	
53600-0000 - Dues & Memberships	867	
53610-0000 - Instruction & Schooling	6,889	
53800-0001 - Copier Usage	43	
53804-0000 - Postage & Postal Charges	50	
TOTAL CONTRACTUAL		$ 418,795
CAPITAL		
54100-0700 - IT Equipment - Capital Lease	$ 303	
TOTAL CAPITAL		$ 303
TOTAL ADDITIONAL APPROPRIATION		$ 638,116

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

By: _____
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

DUPAGE COUNTY

By: _____
Signature of Authorized Representative

Date: _____

Printed Name: Mary A Keating

Printed Title: Executive Director

Email: Mary.Keating@dupageco.org

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 **07/01/2025** and expires on **06/30/2026** (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds must not exceed **$638,116.00**, of which **$638,116.00** 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 the federal awarding agency is **Department Of Energy**, and the Federal Award date is **07/01/2025**. If applicable, the Assistance Listing Program Title is **Weatherization Assistance for Low-Income Persons** and Assistance Listing Number is **81.042**. The Catalog of State Financial Assistance (CSFA) Number is 420-70-0087 and the CSFA Name is Weatherization Assistance for Low-Income Persons. If applicable, the State Award Identification Number (SAIN) is 87-61702.

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: 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):

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

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, by 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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

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 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 regard 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 Illinois Home Weatherization Assistance Program ("IHWAP"), Grantor will assist low-income residents conserve fuel and defray rising costs of energy in accordance with the U.S. Department of Energy Weatherization Assistance Program State Plan ("DOE WAP State Plan"). Grantee will weatherize homes in an effective and efficient manner that will utilize the available Grant Funds.

Funds will be allocated to the Grantee to administer the IHWAP on a local level, completing weatherization of homes and providing IHWAP-related services for low-income families in Illinois. Grantee must comply with all IHWAP requirements, policies and procedures as set forth by Grantor and the U.S. Department of Energy ("DOE") including, but not limited to, IHWAP program manuals, procedure and technical assistance memoranda, other written directives such as monitoring field visit letters, and any other related guidance.

Program Objective

Grantee must use Grant Funds provided under this Agreement for the IHWAP to develop and implement a weatherization program to assist low-income Illinois residents conserve fuel and defray rising costs of energy in accordance with the DOE WAP State Plan as prescribed in Exhibits A and B, herein. For carrying out such program objectives, the total compensation and reimbursement payable by Grantor to the Grantee shall not exceed the amount specified in the Budget (Attachment A), and Grantor shall disburse Grant Funds to the Grantee in compliance with the Budget. The Grantee agrees to perform the activities as outlined in Exhibits A and B, herein in accordance with the Energy Assistance Act (305 ILCS 20/1 *et seq*.), the Illinois Administrative Rules (47 Ill Admin. Code Part 100), the Weatherization Assistance Program for Low-Income Persons (42 U.S.C. § 6861 *et seq.*) and the corresponding DOE regulations (10 CFR Part 440).

This Agreement is issued contingent upon the Grantee's successful completion of the 2025 IHWAP. Failure of the Grantee to comply with the terms and conditions of the 2025 IHWAP grant agreement may result in termination of this Agreement.

EXHIBIT B

DELIVERABLES OR MILESTONES

Grantee will complete the tasks required by the IHWAP, including but not limited to:

1. Conducting outreach to recruit eligible clients;
2. Reviewing and completing applications;
3. Performing home assessments;
4. Hiring contractors to perform health and safety & energy conservation measures;
5. Performing final inspections to ensure compliance with weatherization requirements/standards and closing weatherization jobs; and
6. Completing all billing/reporting paperwork.

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 Address: megan.e.maletich@illinois.gov

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 Address: Mary.Keating@dupageco.org

GRANTEE DESIGNEES

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

Authorized Designee: _____
Authorized Designee Title: _____
Authorized Designee Phone: _____
Authorized Designee Email: _____

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

Authorized Designee: _____
Authorized Designee Title: _____
Authorized Designee Phone: _____
Authorized Designee Email: _____

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 requirements that Grantor will review periodically during the Award Term, including, but not limited to the following:

- Production Status versus Production Plan: How many projects are completed compared to the Grantee's production plan? (IWx Tracker)
- Completed Units
- Work Order Printed Units
- Approved Status Units
- Percentage of Grant Funds expended

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 D. 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 MONTORING 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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

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 07/01/2025 - 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 07/01/2025 - 12/31/2025; Send To: Grant Manager
    - Supporting Documents: Supporting documentation as requested by OCA.

July 2026

- Annual Annual Financial Report (07/30/2026) - Covering Period of 01/01/2026 - 06/30/2026; Send To: Grant Manager
    - Supporting Documents: Supporting documentation as requested by OCA.
- Annual Annual Performance Report (07/30/2026) - Covering Period of 01/01/2026 - 06/30/2026; Send To: Grant Manager
    - Supporting Documents: Supporting documentation as requested by OCA.

August 2026

- End of grant Closeout Financial Report and Reconciliation (08/14/2026) - Covering Period of 07/01/2025 - 06/30/2026; 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 (08/14/2026) - Covering Period of 07/01/2025 - 06/30/2026; 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 2025 Illinois Home Weatherization Assistance Program ("IHWAP"). Failure of the Grantee to comply with the terms and conditions of the 2025 IHWAP Grant Agreement may result in termination of this 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 Federal Awards at 2 CFR Part 200 as amended by 2 CFR Part 910, (the "Uniform Requirements"). For the avoidance of doubt and to the extent applicable, any references in this Agreement to any of the OMB Circulars are subject to the Uniform Requirements referenced herein.

(b) Grantee must maintain compliance with the weatherization and related provisions of the Grantor's IHWAP Operations Manual, the U.S. Department of Energy ("DOE") Weatherization Assistance Program for Low-Income Persons statute (42 U.S.C. § 6861 *et seq*.), the DOE Weatherization Assistance for Low-Income Persons federal regulations (10 CFR Part 440), the federal Energy Conservation and Production Act of 1976 (P.L. 94-385), the Energy Assistance Act (305 ILCS 20/1 *et seq*.), Illinois LIHEAP administrative rules (47 Ill. Admin. Code Part 100), and all Grantor policies and procedures.

37.3 Administrative Costs. Pursuant to Article VII, herein Grantee shall receive reimbursement for allowable costs under the Administration 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 Administration and Program Support funds, respectively.

(a) Under no condition is Grantee permitted to allocate funds for the Equipment/Vehicle cost category without prior written approval from Grantor.

(b) Grantee shall receive reimbursement for allowable costs under the Program Support cost category at a ratio of 35% of the allowable costs in the Materials/Labor and Health and Safety sub-line items of the Client Assistance cost category. Notwithstanding the foregoing, if Grantee operates a weatherization crew, Grantee shall receive reimbursement for allowable costs as set forth, herein at an increased ratio of 45%.

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, Grantee must provide the following reports to Grantor:

(a) A certified cost report 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 cost principles at 2 CFR Part 200 and 2 CFR Part 910, as applicable. Further, costs charged under this Agreement cannot exceed the total amount of this Award.

37.6 Additional Audit and Site Visit Requirements. In addition to the audit requirements in Article XV, 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. Grantee also is required to provide reasonable access to its facilities, office space, resources, and assistance for Grantor and/or DOE to conduct site visits to review project accomplishments and management control systems and to provide technical assistance, if required. The Grantee must fully cooperate, in a timely manner, in preparing for and conducting the audit and any site visits 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 XVII, herein the Grantee agrees to comply with the applicable property standards set forth in 2 CFR §§ 200.310–200.316 and 2 CFR 910.360, as specifically related to its organization, in the management of Non-Expendable Personal Property for authorized IHWAP purposes under this Award. Specifically, as set forth under 2 CFR §§ 200.312 – 200.314, Non-Expendable Personal Property includes such property acquired under this Agreement and also such property transferred to this Agreement from prior awards.

(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 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 2 CFR 200.313, 2 CFR 910.360 and paragraph 22.4, herein. Grantee must not sell, abandon or otherwise dispose of such Non-Expendable Personal Property without disposition instructions and the prior written approval of Grantor.

(d) In accordance with 2 CFR §§ 200.313–200.314 and 2 CFR 910.360, Non-expendable Personal Property must be used for IHWAP 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 IHWAP 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 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 2 CFR §§ 200.317 – 200.326 and in the Grantor's Office of Community Assistance Procurement Manual ("OCA Procurement Manual"). Pursuant to the OCA Procurement Manual, for every procurement transaction in excess of the simplified acquisition threshold, including contract modifications, **and for all procurements involving materials and labor for weatherization services**, Grantee is required to perform a cost or price analysis. *See* 2 CFR 200.332; OCA Procurement Manual at 23-24.

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 2 CFR 200.474. 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 2 CFR 200.444, 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(i) 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(i) 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 2 CFR 200.304, 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 2 CFR 200.305, Grantee must place Grant Funds in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(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 provided under this Agreement 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 Attachment A (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 2 CFR 200.308, subject to the following:

- Program Support Grant Funds: Pursuant to paragraph 6.4, 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 (Materials/Labor and Health and Safety) and Special Program Grant Funds: Pursuant to paragraph 6.4, herein Grantor hereby approves a variance up to 25% (or $5,000, whichever is greater) for the Materials/Labor Line 201 and Health and Safety Line 202 (sub-line items in the Client Benefit

cost category) and, Special Program cost category of the Budget Lines 401 (Financial Audit) and 403 (Liability Insurance) **only**. In no event may such transfers in these specific cost categories result in an increase to the total Budget without prior Grantor written approval.

- Administrative Grant Funds: Pursuant to paragraph 6.4, 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 an 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 IHWAP 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 contractors, 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 contractors or their staff related to this Award or any other State or federal award.

37.16 Historic Preservation. In furtherance of Paragraph 33.2, herein Grantee is required to comply with the requirements and stipulations of the executed historic preservation Programmatic Agreement ("PA") between DOE and the State of Illinois. *See* PA at https://www.energy.gov/eere/wipo/historic-preservation-executed-programmatic-agreements. The Grantee must notify the Office of Energy Efficiency and Renewable Energy ("EERE") at DOE at GONEPA@ee.doe.gov whenever:

(a) The Grantee, the Grantor, or the State Historic Preservation Office ("SHPO")/Tribal Historic Preservation Office ("THPO") believes that the Criteria of Adverse Effect pursuant to 36 CFR 800.5, apply to the proposal under consideration by EERE;

(b) There is a disagreement between an IHWAP applicant, or its authorized representative, and the SHPO/THPO about the scope of the area of potential effects, identification, and evaluation of historic properties and/or the assessment of effects;

(c) There is an objection from a consulting party or the public regarding their involvement in the review process established by 36 CFR Part 800, the National Historic Preservation Act Section 106 findings and determinations, or implementation of agreed upon measures; or

(d) There is the potential for a foreclosure situation or anticipatory demolition as defined under 36 CFR 800.9(b) and 36 CFR 800.9(c).

37.17 Quality Work Plan Requirement. The Grantee must comply with the requirements outlined in DOE Weatherization Program Notice 15-4 regarding Quality Work Plan Requirement Update. Grantee must provide contractors and employees with technical requirements for field work including: audits/testing; installation of energy conservation, health and safety and incidental repair measures; and final inspections. The Grantee must confirm receipt of those requirements and provide follow-up and clarification upon request. A signature on a contract can serve as proof of receipt. The technical requirements must be clearly communicated and the specifications for work to be inspected must be referenced in Grantee's contracts. Contractors hired by the Grantee must have agreements that include the same technical requirements referenced above. The work of the contractor must be consistent with the Grantee standards and field guides. The goal is to ensure:

- The Grantee is implementing work quality standards that align with the Standard Work Specifications;
- All Grantees' staff, contractors, and anyone doing the actual work are aware of these Standard Work Specifications; and

- Every home is inspected to ensure compliance with the requirements of the Standard Work Specifications.

37.18 Quality Control Inspector Requirement. Quality Control Inspectors ("QCI") working for, or contracted by, the Grantee must possess the knowledge, skills and abilities required by the National Renewable Energy Laboratory ("NREL") Job Task Analysis ("JTA") for Quality Control Inspectors. This requirement applies to all individuals who perform an evaluation and sign off on work performed in homes, including final inspectors.

(a) Requirements for QCIs Inspecting or Evaluating Single Family Homes.

- QCI competency is demonstrated by certification as a Home Energy Professional Quality Control Inspector.
- QCIs can be employed by third party organizations or the Grantee; however, the Grantee is ultimately responsible for ensuring that every completed unit reported as using DOE funds meets the quality guidelines required by DOE.
- The Grantee must provide, upon request by the Grantor, validation of the QCI credentials for its inspectors.

(b) Requirements for QCIs Inspecting or Evaluating Multi-family Homes.

- Grantee Training Plans must include requirements to ensure that QCIs working in multi-family buildings attend and receive a successful evaluation from a training program delivering a curriculum based on the NREL Multi-family Quality Control Inspector JTA.

(c) Quality Control Inspection Requirements. Every DOE WAP unit reported as a "completed unit" must receive a final inspection ensuring that all work meets the minimum specifications outlined in the Standard Work Specifications in accordance with 10 CFR Part 440.

- Units must be inspected using criteria that align with the quality specifications outlined in Section 1 of DOE Weatherization Program Notice 15-4.
- Every client file must have a form that certifies that the unit had a final inspection and that all work met the required Standard Work Specifications. The form must be signed by a certified QCI. If a unit has received both a final inspection and has also been monitored by Grantor, two certification forms must be maintained in the client or building file – one for each inspection.
- The Quality Control Inspection must include an assessment of the original audit and confirm that the measures called for on the work order were appropriate and in accordance with Grantor audit procedures and the protocols approved by DOE.

37.19 Flow Down Requirement. Grantee must be in compliance with all the DOE special terms and conditions included in Attachment C, the NEPA Determinations set forth in Attachment D and the Intellectual Property provisions set forth below, as applicable. Grantee must also ensure that all staff and contractors, as appropriate, are duly in compliance with the special terms and conditions included in Attachment C, the NEPA Determinations in Attachment D and the Intellectual Property provisions set forth below, as applicable. Further, the Grantee must apply any additional applicable terms to its contracts related to this Award as required by 2 CFR 200.326.

37.20 DOE Intellectual Property Provisions. Intellectual property rights are subject to 2 CFR 200.315 and 910.362, as applicable.

37.21 Billing Schedule. Notwithstanding the billing requirements set forth in paragraph 4.8 and the billing schedule set forth in paragraph 33.5, 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: 25-401028
CSFA Description:			

Section A: State of Illinois Funds	Summary	Detail
Revenues		
State of Illinois Grant Amount Requested	$638,116.00	
Budget Expenditure Categories		
1. Personnel (200.430)	$142,034.00	
0101 PERSONNEL SALARIES AND WAGES		$106,003.00
0301 ADMIN-PERSONNEL (SALARY/WAGES)		$36,031.00
2. Fringe Benefits (200.431)	$40,263.00	
0102 FRINGE BENEFITS		$29,887.00
0302 ADMIN-FRINGE BENEFITS		$10,376.00
3. Travel (200.474)	$28.00	
0103 TRAVEL		$28.00
4. Equipment (200.439)		
5. Supplies (200.94)	$198.00	
0105 SUPPLIES (PC'S AND LAPTOPS)		$198.00
6. Contractual/Subawards (200.318 and .92)	$303.00	
0306 ADMIN-CONTRACTUAL SERVICES		$303.00
7. Consultant (200.459)		
8. Construction		
9. Occupancy (200.465)		
10. Research and Development (200.87)		
11. Telecommunications	$825.00	
0111 TELECOMMUNICATIONS		$825.00
12. Training and Education (200.472)	$59,363.00	
0312 ADMIN-TRAINING AND EDUCATION		$189.00
0402 TRAINING & TECH ASSIST		$59,174.00
13. Direct Administrative Costs (200.413)		
14. Miscellaneous Costs	$1,707.00	
0114 MISCELLANEOUS		$747.00
0314 ADMIN-MISCELLANEOUS COSTS		$960.00
15. Grant Exclusive Line Item(s)	$393,395.00	
0201 MATERIAL AND LABOR		$334,386.00
0202 HEALTH AND SAFETY		$59,009.00
16. Total Direct Costs (add lines 1-15)	$638,116.00	$638,116.00
17. Total Indirect Costs (200.414)		
Rate: 0 %		
Base: N/A		
18. Total Costs State Grant Funds (Lines 16 and 17)	$638,116.00	$638,116.00

Grantee: DuPage County

NOFO Number: 0

Grant Number: 25-401028

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 organziation must either:

a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from you 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 Organizations currently has a Negotitated 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, Appendiz 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 CRF 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.

Rate: ____ %

5) ☑ No reimbursement of Indirect Cost is being requested.

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: 25-401028

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:		Institution/Organization:	
Signature:		Signature:	
Printed Name:		Printed Name:	
Title:		Title:	
Phone:		Phone:	
Date:		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 G 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/Organziation Unit: Office of Community Assistance
State Award ID Number (SAIN)	87-61702
State Program Description	The Illinois Home Weatherization Assistance Program (IHWAP) funded through the Department of Energy (DOE), Department of Health and Human Services (HHS), and the State 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 help eligible households conserve fuel and defray rising costs of energy in accordance with the U.S. DOE Weatherization Assistance Program State Plan. Up to 15% of the HHS LIHEAP Block Grant and 10% of the SLIHEAP funding can be utilized for Weatherization activities.
Announcment Type	Initial
Agency (Grantor) Contact Information	Name: Ben Moore Phone: 217-558-2874 Email: Ben.Moore@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:
Period of Performance	Start Date: 7/1/2025 End Date: 6/30/2026

FUNDING INFORMATION

FUND	CSFA	CFDA	AMOUNT
737	420-70-0087	81.042	$638,116.00
TOTAL			$638,116.00

(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.

TERMS AND CONDITIONS	
Grantee Indirect Cost Rate Information	Rate: 0.00% Base: N/A Period: 7/1/2025-6/30/2026
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 Weatherization Specific Terms and requirements can be found in the Energy Assistance Act (305 ILCS 20), the Illinois Administrative Rules (47 Ill Adm. Code 100), the Weatherization Assistance Program for Low-Income Persons (42 USCA § 6861 et seq.) and the corresponding Department of Energy federal regulations (10 CFR 440).

SPECIFIC CONDITIONS ASSIGNED TO GRANTEE - FISCAL AND ADMINISTRATIVE

The nature of the addtional requirements

GATA Conditions:

None

Agency Adjustments / Explanation:

NO FISCAL AND 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.

SPECIFIC CONDITIONS ASSIGNED TO GRANTEE - PROGRAMMATIC

The nature of the addtional 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 Weatherization Monitor will review your PRAQ responses and any associated risks during the next Weatherization program monitoring visit. No further action required at this time.

Attachment C. DOE Special Terms and Conditions

Special Terms and Conditions

Illinois Department of Commerce & Economic Opportunity ("Recipient"), which is identified in Block 5 of the Assistance Agreement, and the United States Department of Energy ("DOE"), enter into this award, referenced above, to achieve the project objectives and the deliverables stated in the Attachments to this award.

This award consists of the following documents, including all terms and conditions therein:

	Assistance Agreement
	Special Terms and Conditions
Attachment 1	Annual File
Attachment 2	Federal Assistance Reporting Checklist and Instructions
Attachment 3	Budget Information SF-424A
Attachment 4	Intellectual Property Provisions
Attachment 5	Master File
Attachment 5a	Health and Safety Plan
Attachment 6	NEPA Determination

The following are incorporated into this award by reference:

- DOE Assistance Regulations, 2 CFR Part 200 as adopted and supplemented by 2 CFR Part 910 (subject to any deviations issued pursuant to 2 CFR 910.133) at https://www.ecfr.gov/current/title-2.
- National Policy Requirements (November 12, 2020) at https://www.nsf.gov/awards/managing/rtc.jsp.
- The recipient's application/proposal as approved by DOE.
- Applicable program regulations at http://www.eCFR.gov, including 10 CFR Part 440 – Weatherization Assistance for Low-Income Persons.

Table of Contents

Table of Contents 2

Subpart A. General Provisions 4

Term 1. Legal Authority and Effect 4
Term 2. Flow Down Requirement 4
Term 3. Compliance with Federal, State, and Municipal Law 4
Term 4. Inconsistency with Federal Law 4
Term 5. Federal Stewardship 4
Term 6. Whistleblower Protections 4
Term 7. Termination 5
Term 8. Federal Involvement 5
Term 9. Risk-Based Review of Project Participation 6
Term 10. Post-Award Due Diligence Reviews 6
Term 11. NEPA Requirements 6
Term 12. Historic Preservation 8
Term 13. Performance of Work in United States 8
Term 14. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress 9
Term 15. Reporting Requirements 9
Term 16. Lobbying 10
Term 17. Publications 10
Term 18. One Time No-Cost Extension 11
Term 19. Property Standards 11
Term 20. Insurance Coverage 11
Term 21. Real Property 11
Term 22. Equipment 11
Term 23. Supplies 13
Term 24. Property Trust Relationship 13
Term 25. Record Retention 13
Term 26. Audits 13
Term 27. Site Visits and Recipient Administrative Organizational Reviews 14
Term 28. At Risk Requirements 14

Subpart B. Financial Provisions 15

Term 29. Maximum Obligation 15
Term 30. Continuation Application and Funding 15
Term 31. Refund Obligation 15
Term 32. Allowable Costs 15
Term 33. Foreign Travel 16
Term 34. Indirect Costs 16
Term 35. Decontamination and/or Decommissioning (D&D) Costs 18
Term 36. Use of Program Income 18
Term 37. Payment Procedures 18
Term 38. Budget Changes 19
Term 39. Carryover of Unobligated Balances 20

Subpart C. Miscellaneous Provisions 20

Term 40. Reporting Subawards and Executive Compensation 20
Term 41. System for Award Management and Universal Identifier Requirements 23
Term 42. Nondisclosure and Confidentiality Agreements Assurances 24
Term 43. Subrecipient Change Notification 25
Term 44. Minimum Privacy Protections Regarding Applicant Information 26
Term 45. Conference Spending 27

Term 46. Reporting of Matters Related to recipient Integrity and Performance 27
Term 47. Export Control 29
Term 48. Interim Conflict of Interest Policy for Financial Assistance 29
Term 49. Organizational Conflict of Interest 30
Term 50. Prohibition on Certain Telecommunications and Video Surveillance Equipment or Services 30
Term 51. Fraud, Waste and Abuse 31
Term 52. Trafficking in Persons 32
Term 53. Buy America Requirement for Infrastructure Projects 34
Term 54. Potentially Duplicative Funding Notice 40
Term 55. Transparency of Foreign Connections 40
Term 56. Foreign Collaboration Considerations 42
Term 57. Entity of Concern Prohibition 42
Term 58. Required Risk Mitigation 43
Term 59. Impacted Indian Tribes 43
Term 60. Implementation of Executive Order 13798, Promoting Free Speech and Religious Liberty 43
Term 61. Implementation of Executive Order 14173, Ending Illegal Discrimination and Restoring Merit Based Opportunity 43

Subpart A. General Provisions

Term 1. Legal Authority and Effect

A DOE financial assistance award is valid only if it is in writing and is signed, either in writing or electronically, by a DOE Grants Officer.

The recipient may accept or reject the award. A request to draw down DOE funds or acknowledgement of award documents by the recipient's authorized representative through electronic systems used by DOE, specifically FedConnect, constitutes the recipient's acceptance of the terms and conditions of this award. Acknowledgement via FedConnect by the recipient's authorized representative constitutes the recipient's electronic signature.

Term 2. Flow Down Requirement

The recipient agrees to apply the terms and conditions of this award, including the Intellectual Property Provisions, to all subrecipients (and contractors, as appropriate). See, 2 CFR 200.101(b)(2) through (b)(5), 2 CFR 200.327, and 2 CFR 200.332.

Term 3. Compliance with Federal, State, and Municipal Law

The recipient is required to comply with applicable federal, state, and local laws and regulations for all work performed under this award. The recipient is required to obtain all necessary federal, state, and local permits, authorizations, and approvals for all work performed under this award.

Term 4. Inconsistency with Federal Law

Any apparent inconsistency between federal statutes and regulations and the terms and conditions contained in this award must be referred to the DOE award Administrator for guidance.

Term 5. Federal Stewardship

DOE will exercise normal federal stewardship in overseeing the project activities performed under this award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to address deficiencies that develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the project objectives have been accomplished.

Term 6. Whistleblower Protections

As provided in 2 CFR 200.217, an employee of a recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or

negotiation of a contract) or grant. The recipient and subrecipient must inform their employees in writing of employee whistleblower rights and protections.

Term 7. Termination

This award may be terminated in part or in its entirety in accordance with 2 CFR 200.340.

Term 8. Federal Involvement

A. Review Meetings

The recipient, including but not limited to the principal investigator (or, if applicable, co-principal investigators), is required to participate in periodic review meetings with DOE. Review meetings enable DOE to assess the work performed under this award and determine whether the recipient has timely achieved the program goals stated in Attachment 1 (Annual Plan) and deliverables stated in Attachment 2 (Federal Assistance Reporting Checklist) to this award.

DOE shall determine the frequency of review meetings and select the day, time, and location of each review meeting and shall do so in a reasonable and good faith manner. DOE will provide the recipient with reasonable notice of the review meetings.

For each review meeting, the recipient is required to provide a comprehensive overview of the project, including:

1. The recipient's program progress compared to the Annual Plan stated in Attachment 1 to this award.
2. The recipient's actual expenditures compared to the approved budget in Attachment 3 to this award.
3. Other subject matter specified by the DOE Technology Manager/Federal Project Manager.

B. Project Meetings

The recipient is required to notify DOE in advance of scheduled tests and internal project meetings that would entail discussion of topics that could result in major changes to the baseline project technical scope/approach, cost, or schedule. Upon request by DOE, the recipient is required to provide DOE with reasonable access (by telephone, webinar, or otherwise) to the tests and project meetings. The recipient is not expected to delay any work under this award for the purpose of government insight.

C. Site Visits

DOE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. The recipient must provide, and must require subrecipients to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All

site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

D. DOE Access

The recipient must provide any information, documents, site access, or other assistance requested by DOE for the purpose of its federal stewardship or substantial involvement.

Term 9. Risk-Based Review of Project Participation

All project participants are subject to a DOE risk review. The risk review of covered individuals includes but is not limited to the review of resumes and disclosures, as required in the award. DOE reserves the right to ask for disclosures on project participants not defined as covered individuals. The recipient need not submit any additional information on non-covered individuals, unless requested by DOE. The volume and type of information collected may depend on various factors associated with the award.

Note this review is separate and distinct from DOE Order 142.3B "Unclassified Foreign National Access Program".

Term 10. Post-Award Due Diligence Reviews

During the period of performance of the award, DOE may conduct ongoing due diligence reviews, through Government resources, to identify potential risks of undue foreign influence. In the event a risk is identified, DOE may require risk mitigation measures, including but not limited to, requiring an individual or entity not participate in the award. As part of the research, technology, and economic security risk review, DOE may contact the recipient project team members for additional information to inform the review.

Term 11. NEPA Requirements

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of federal funds.

For recipients with a DOE executed Historic Preservation Programmatic Agreement (PA), DOE has determined that the "Allowable Activities" listed in the Weatherization Assistance Program NEPA Determination (Attachment 6) are categorically excluded and require no further NEPA review, when the recipient demonstrates the activities are compliant with the restrictions of the "Allowable Activities". The recipient is thereby authorized to use Federal funds for the "Allowable Activities" listed in the WAP Program Year 2025 Formula Grants Administrative and Legal Requirements Document (WAP ALRD 2025), NEPA Determination, subject to the recipient's compliance with the conditions stated below and except where such activity is subject to a restriction set forth elsewhere in this award.

Conditions:

1. This NEPA Determination only applies to activities funded by the WAP Program Year 2025 Formula Grants Administrative and Legal Requirements Document, WAP Weatherization Readiness, and reported Petroleum Violation Escrow (PVE) funds, as applicable.

2. Activities not listed under "Allowable Activities" including ground disturbing activities (grading adjacent to the perimeter of the foundation more than 3 feet from the foundation), tree trimming, and tree removal, are subject to additional NEPA review and approval by DOE. For activities requiring additional NEPA review, Recipients must complete the environmental questionnaire found at https://www.eere-pmc.energy.gov/NEPA.aspx and receive notification from DOE that the NEPA review has been completed. A DOE Grants Officer must provide approval prior to initiating the project or activities.
3. Any activities on tribal lands or tribal properties are restricted to homes/buildings less than forty-five (45) years old and without ground disturbance. Recipients may contact their Project Officer for a Historic Preservation Worksheet to request a review of activities that are listed below on tribal homes/buildings forty-five (45) years and older and/or ground disturbing activities. Approval from DOE is required prior to initiating activities reviewed on a Historic Preservation Worksheet.
4. This authorization does not include activities where the following elements exist: extraordinary circumstances; cumulative impacts or connected actions that may lead to significant effects on the human environment; or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to a particular project.
5. The Recipient must identify and promptly notify DOE of extraordinary circumstances, cumulative impacts or connected actions that may lead to significant effects on the human environment, or any inconsistency with the “integral elements” (as contained in 10 CFR Part 1021, Appendix B) as they relate to project activities.
6. Recipients must have a DOE executed Historic Preservation Programmatic Agreement and adhere to the terms and restrictions of its DOE executed Historic Preservation Programmatic Agreement. DOE executed historic preservation programmatic agreements are available on the website: https://www.energy.gov/scep/historic-preservation-executed-programmatic-agreements.
7. Most activities listed under "Allowable Activities" are more restrictive than the Categorical Exclusion. The restrictions listed in the "Allowable Activities" must be followed.
8. Recipients are responsible for reviewing NEPA and Historic preservation PowerPoint trainings atwww.energy.gov/node/4816816 and contacting NEPA with any questions at GONEPA@ee.doe.gov.
9. This authorization excludes any activities that are otherwise subject to a restriction set forth elsewhere in the Award.

If the Recipient seeks to fund activities that do not qualify as “Allowable Activities" as defined in Attachment 6, those activities are subject to additional NEPA review which requires submission of an environmental questionnaire found at https://www.eere-pmc.energy.gov/NEPA.aspx and those activities are not authorized for Federal funding unless and until the DOE Grants Officer provides written authorization for those activities. Should the recipient elect to undertake activities or change locations prior to written authorization from the Grants Officer, the recipient does so at risk of not receiving federal funding for those activities, and such costs may not be recognized as allowable cost share.

Term 12. Historic Preservation

A. Authorization

DOE must comply with the National Historic Preservation Act ("NHPA"), 54 USC § 306108 et seq., which requires federal agencies to consider the effects of undertaking (federally funded or assisted projects and activities) on historic properties that are listed in or eligible for listing in the National Register of Historic places prior to the expenditures of federal funds. Recipients with a DOE-executed Programmatic Agreement (PA) must comply with the requirements identified in paragraph B. Conditions below.

B. Conditions

Recipients with a DOE executed historic preservation Programmatic Agreement (PA) must adhere to all the Stipulations of their PA. All DOE executed PAs are available on the State and Community Energy Programs website: https://www.energy.gov/scep/historic-preservation-executed-programmatic-agreements. If the website is unavailable, please contact the DOE Project Officer.

In addition to the Stipulations in their PAs, Recipients must notify SCEP via GONEPA@ee.doe.gov whenever:

- Either the Recipient or the State Historic Preservation Office (SHPO)/Tribal Historic Preservation Office (THPO) believes that the Criteria of Adverse Effect pursuant to 36 CFR § 800.5, apply to the proposal under consideration by SCEP;
- There is a disagreement between an Applicant, or it authorized representative, and the SHPO/THPO about the scope of the area of potential effects, identification, and evaluation of historic properties and/or the assessment of effects;
- There is an objection from a consulting party or the public regarding their involvement in the review process established by 36 CFR Part 800, Section 106 findings and determinations, or implementation of agreed upon measures; or
- There is the potential for a foreclosure situation or anticipatory demolition as defined under 36 CFR §800.9 (b) and 36 CFR § 800.9 (c).

Term 13. Performance of Work in United States

A. Requirement

All work performed under this award must be performed in the United States unless the Grants Officer provides a waiver. This requirement does not apply to the purchase of supplies and equipment; however, the recipient should make every effort to purchase supplies and equipment within the United States. The recipient must flow down this requirement to its subrecipients.

B. Failure to Comply

If the recipient fails to comply with the requirements of this term, the Grants Officer may deny reimbursement for the work conducted outside the United States and such costs may not be recognized as allowable recipient cost share regardless of if the work is performed by the recipient, subrecipients, contractors or other project partners.

C. Waiver for Work Outside the U.S.

All work performed under this award must be performed in the United States. However, the Grants Officer may approve the recipient to perform a portion of the work outside the United States under limited circumstances. The recipient must obtain a waiver from the Grants Officer prior to conducting any work outside the United States. To request a waiver, the recipient must submit a written waiver request to the Grants Officer, which includes the following information:

- The rationale for performing the work outside the U.S.;
- A description of the work proposed to be performed outside the U.S.;
- Proposed budget of work to be performed; and
- The countries in which the work is proposed to be performed.

For the rationale, the recipient must demonstrate to the satisfaction of the Grants Officer that the performance of work outside the United States would further the purposes of the Program that the award was selected under and is in the economic interests of the United States. The Grants Officer may require additional information before considering such request.

Term 14. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

Term 15. Reporting Requirements

A. Requirements

The reporting requirements for this award are identified on the Federal Assistance Reporting Checklist, attached to this award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by federal agencies.

B. Dissemination of Scientific and Technical Information

Scientific and Technical Information (STI) generated under this award will be submitted to DOE via the Office of Scientific and Technical Information's Energy Link (E-Link) system. STI submitted under this award will be disseminated via DOE's OSTI.gov website subject to

approved access limitations. Citations for journal articles produced under the award will appear on the DOE PAGES website.

C. **Restrictions**
Scientific and Technical Information submitted to E-Link must not contain any Protected Personal Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.

Term 16. Lobbying

By accepting funds under this award, the recipient agrees that none of the funds obligated on the award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

Term 17. Publications

The recipient is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this award, whether copyrighted or not:

- *Acknowledgment:* "This material is based upon work supported by the U.S. Department of Energy's Office of State and Community Energy Programs under the Weatherization Assistance Program award Number DE-SE0001821."

- *Full Legal Disclaimer:* "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

Abridged Legal Disclaimer: "The views expressed herein do not necessarily represent the views of the U.S. Department of Energy or the United States Government."

The recipient should make every effort to include the full Legal Disclaimer. However, in the event that recipients are constrained by formatting and/or page limitations set by the publisher, the abridged Legal Disclaimer is an acceptable alternative.

The award may be subject to a Data Management Plan as part of the Intellectual Property

clause set that explains how data generated in the course of the work performed under this award will be shared or preserved or, when justified, explains why data sharing or preservation is not possible or scientifically appropriate.

Term 18. One Time No-Cost Extension

As provided in 2 CFR 200.308(g)(2), the recipient must provide the Grants Officer with written notice in advance if it intends to utilize a one-time, no-cost extension of this award. The notification must include the supporting justification and a revised period of performance. The recipient must submit this notification in writing to the Grants Officer and DOE Technology Manager/Federal Project Manager at least 10 days before the end of the current budget period. This paragraph does not preclude the federal agency from approving further no-cost extensions to the federal award.

Any no-cost extension will not alter the project scope, deliverables, budget, or milestones (if applicable) of this award.

Term 19. Property Standards

The complete text of the Property Standards can be found at 2 CFR 200.310 through 200.316. Also see 2 CFR 910.360 for additional requirements for real property and equipment for for-profit recipients

Term 20. Insurance Coverage

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with federal funds. Also see 2 CFR 910.360(d) for additional requirements for real property and equipment for for-profit recipients

Term 21. Real Property

Subject to the conditions set forth in 2 CFR 200.311, title to real property acquired or improved under the federal award will conditionally vest upon acquisition in the recipient or subrecipient. The recipient or subrecipient cannot encumber its title or other interests and must follow the requirements of 2 CFR 200.311 before disposing of the property.

Except as otherwise provided by federal statutes or the federal agency, real property must be used for the originally authorized purpose as long as it is needed for that purpose. When real property is no longer needed for the originally authorized purpose, the recipient or subrecipient must obtain disposition instructions from DOE or pass-through entity.

See 2 CFR 200.311 for additional requirements pertaining to real property acquired or improved under a federal award. Also see 2 CFR 910.360 for additional requirements for real property for for-profit recipients.

Term 22. Equipment

Subject to the conditions provided in 2 CFR 200.313, and 2 CFR 910.360 (as applicable), title to equipment (property) acquired under the federal award will conditionally vest upon acquisition

with the recipient or subrecipient. The recipient or subrecipient must not encumber this property or permit encumbrance without prior written approval of the Grants Officer and must follow the requirements of 2 CFR 200.313 before disposing of the property.

A state must use equipment acquired under a federal award by the state in accordance with state laws and procedures.

Indian Tribes must use, manage, and dispose of equipment acquired under a federal award in accordance with tribal laws and procedures. If such laws and procedures do not exist, Indian Tribes must follow the guidance in 2 CFR 200.313.

The recipient or subrecipient must use equipment for the project or program for which it was acquired and for as long as needed, whether or not the project or program continues to be supported by the federal award. When no longer needed for the originally original project or program, the equipment may be used by programs supported by DOE in the priority order specified in 2 CFR 200.313(c)(1)(i) and (ii).

Equipment with a current per unit fair market value of $10,000 or less (per unit) may be retained, sold, or otherwise disposed of with no further responsibility to the federal awarding agency or pass-through entity, as specified in 2 CFR 200.313(e)(1) and 2 CFR 910.360 (as applicable).

Management requirements, including inventory and control systems, for equipment are provided in 2 CFR 200.313(d).

When equipment acquired under a federal award is no longer needed, the recipient or subrecipient must obtain disposition instructions from DOE or pass-through entity. However, pursuant to the FY23 Consolidation Appropriations Act (Pub. L. No. 117-328), Division D, Title III, Section 309, the Secretary, or a designee of the Secretary may, at their discretion, vest unconditional title or other property interests acquired under this project regardless of the fair market value of the property at the end of the award period of performance.

Subject to vesting of any property pursuant to Section 309 of the FY23 Consolidated Appropriations Act (Pub. L. No. 117-328), Division D, Title III, disposition will be made as follows: (a) items of equipment with a current fair market value of $10,000 or less (per unit) may be retained, sold, or otherwise disposed of with no further obligation to the federal agency or pass-through entity; (b) the recipient or subrecipient may retain title or sell the equipment after compensating the federal agency as described in 2 CFR 200.313(e)(2); or (c) transfer title to the federal agency or to an eligible third Party as specified in 2 CFR 200.313(e)(3).

See 2 CFR 200.313 for additional requirements pertaining to equipment acquired under a federal award. Also see 2 CFR 910.360 for additional requirements for for-profit recipients. See also 2 CFR 200.439 Equipment and other capital expenditures.

Term 23. Supplies

See 2 CFR 200.314 for requirements pertaining to supplies acquired under a federal award. See also 2 CFR 200.453 Materials and supplies costs, including costs of computing devices.

Term 24. Property Trust Relationship

Real property, equipment, and intangible property acquired or improved with the federal award must be held in trust by the recipient or subrecipient as trustee for the beneficiaries of the project or program under which the property was acquired or improved. See 2 CFR 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a federal award.

Term 25. Record Retention

Consistent with 2 CFR 200.334 through 200.338, the recipient and subrecipient must retain all federal award records.

Term 26. Audits

A. Government-Initiated Audits

The recipient must provide any information, documents, site access, or other assistance requested by DOE or federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to the recipient's records relating to this award.

Consistent with 2 CFR part 200 as adopted and supplemented by 2 CFR part 910, DOE may audit or review the recipient's financial records or administrative records relating to this award at any time. Audits or reviews may be performed to determine if the recipient has an adequate financial management system to estimate, bill, and record federal government expenditures in accordance with the criteria in 2 CFR 200.302, Generally Accepted Accounting Principles (GAAP), Generally Accepted Government Accounting Standards (GAGAS), and Standard Form 1408. Government-initiated audits are generally paid for by DOE.

DOE may conduct a final audit at the end of the period of performance (or the termination of the award, if applicable). Upon completion of the audit, the recipient is required to refund to DOE any payments for costs that were determined to be unallowable. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

DOE will provide reasonable advance notice of audits and will minimize interference with ongoing work, to the maximum extent practicable.

B. Annual Independent Audits (Single Audit or Compliance Audit)

The recipient must comply with the annual independent audit requirements in 2 CFR 200.500 through .521. In the alternative, a for-profit recipient that expends $1,000,000 or more in federal awards during that entity's fiscal year may have a compliance audit conducted for that year in accordance with 2 CFR 910.500 through 910.521.

The annual independent audits are separate from Government-initiated audits discussed in part A. of this Term and must be paid for by the recipient. To minimize expense, the recipient may have a Compliance audit in conjunction with its annual audit of financial statements. The financial statement audit is **not** a substitute for the Compliance audit. If the audit (Single audit or Compliance audit, depending on recipient entity type) has not been performed or completed prior to the closeout of the award, DOE may impose one or more of the actions outlined in 2 CFR 200.339, Remedies for Noncompliance.

Term 27. Site Visits and Recipient Administrative Organizational Reviews

DOE's authorized representatives have the right to make site visits and conduct recipient Administrative Organizational Reviews to review the project and management control systems and to provide technical assistance, as appropriate. The recipient must provide, and must require its subrecipients and contractors to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. DOE will make reasonable efforts to ensure these site visits do not interfere with or unduly delay project work.

Term 28. At Risk Requirements

The Grants Officer determined the recipient is high risk based on:

- The project includes inherent risk based on the Recipient's history of noncompliance with award terms or regulations (delinquent Single Audits for 2023, 2024)

Based on this determination, the Grants Officer has incorporated the following requirements into this award.

- The recipient will be placed on ASAP-Approval Required payment method and required to submit invoice supporting documentation as specified by the Payment Procedures Term of the award.

The recipient may report any change in circumstances that impact the Grants Officer's determination that it is At Risk. If the recipient believes that its circumstances have changed to this degree, the recipient may request a re-evaluation at any time after six months from the initial determination. Please provide a written request and support to the DOE Award Administrator.

DOE will remove this Term, in part or in its entirety, by modification to the award if the conditions that prompted it have been corrected, subject to approval by the Grants Officer.

Subpart B. Financial Provisions

Term 29. Maximum Obligation

The maximum obligation of DOE for this award is the total "Funds Obligated" as stated in Block 13 of the Assistance Agreement to this award. Additional federal funding is contingent upon (1) recipient's demonstrated substantial progress towards meeting the objectives of the award; (2) availability of federal funds appropriated by Congress for the purpose of this program; and (3) the availability of future-year budget authority.

Term 30. Continuation Application and Funding

A. Continuation Application

A continuation application is a non-competitive application for an additional budget period and extended project period. The continuation application shall be submitted to WAP in accordance with the annual Announcement/Grant Guidance that is issued.

B. Continuation Funding

Continuation funding is contingent on the following:

1. the availability of funds appropriated by Congress for the purpose of this program;
2. the availability of future-year budget authority;
3. recipient's compliance with the terms and conditions of the award;
4. recipient's satisfactory progress towards meeting the objectives of the Weatherization Assistance Program;
5. recipient's submittal of required reports;
6. the recipient's submission of a continuation application; and
7. written approval of the continuation application by the Grants Officer.

C. Waiver of Prior Written Approval Requirements

DOE waives prior written approval requirements to carry forward unobligated balances to subsequent budget periods, in accordance with 2 CFR 200.308(e)(3).

Term 31. Refund Obligation

The recipient must refund any excess payments received from DOE, including any costs determined unallowable by the Grants Officer. At the end of the period of performance (or the termination of the award, if applicable), the recipient must refund to DOE the difference between (1) the total payments received from DOE, and (2) the federal share of the costs incurred. Refund obligations under this Term do not supersede the annual reconciliation or true up process if specified under the Indirect Cost Term.

Term 32. Allowable Costs

DOE determines the allowability of costs in accordance with 2 CFR Part 200 as adopted and supplemented by 2 CFR Part 910. All project costs must be allowable, allocable, and reasonable. The recipient must document and maintain records of all project costs, including, but not limited to, the costs paid by federal funds, costs claimed by its subrecipients and project costs

that the recipient claims as cost sharing, including in-kind contributions. The recipient is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable, and allocable, and comply with the appropriate cost principles. Upon request, the recipient is required to provide such records to DOE. Such records are subject to audit. Failure to provide DOE adequate supporting documentation may result in a determination by the Grants Officer that those costs are unallowable.

Term 33. Foreign Travel

The recipient is required to obtain the prior written approval of the Grants Officer for any foreign travel costs.

- To initiate a foreign travel request, submit a foreign work waiver. See Performance of Work in the United States (Foreign Work Waiver) above for details.
- Foreign travel that typically isn't subject to foreign work waivers (e.g., foreign travel to conferences, scholarly workshops, or symposia) still requires a foreign work waiver if the travel is to a foreign country of risk (China, Russia, North Korea, Iran).

All international travel must comply with the International Air Transportation Fair Competitive Practices Act of 1974 (49 USC 40118), commonly referred to as the "Fly America Act," and implementing regulations at 41 CFR 301-10.131 through 301-10.143. The law and regulations require air transport of people or property to, from, between, or within a country other than the United States, the cost of which is supported under this award, to be performed by or under a cost-sharing arrangement with a U.S. flag carrier, if service is available.

Term 34. Indirect Costs

A. Indirect Cost Allocation:
The recipient has a current and approved Predetermined or Fixed Negotiated Indirect Cost Rate Agreement (NICRA) and it applies uniformly across all federal awards through the recipient's fiscal year end 2026. An updated rate proposal or NICRA is required within 180 days prior to the identified expiration if the recipient is to continue to bill predetermined indirect cost billing rates on the DOE award.

B. Fringe Cost Allocation:
Fringe benefit costs have been allocated to this award under a segregated fringe billing rate. The fringe costs were found to be reasonable, allocable, and allowable as reflected in the budget. Fringe elements apply to both direct and indirect labor. Under a segregated cost pool, the fringe billing rate shall be treated as an indirect cost expenditure and must be reconciled annually.

C. Subrecipient Indirect Costs:
The recipient must ensure its subrecipient's indirect costs are appropriately managed, have been found to be allowable, and comply with the requirements of this award and 2 CFR Part 200 as adopted and supplemented by 2 CFR Part 910.

DOE has established a maximum dollar amount that it will reimburse as indirect costs and fringe benefit costs under a financial assistance award, to include the subaward. The maximum amount of funds to be paid or reimbursed from the recipient to a subrecipient for subrecipient indirect and fringe benefit costs under a subaward will be calculated as a percentage (%) of the total subaward amount, inclusive of the Federal and non-Federal cost share amounts.

For for-profit organizations, the maximum reimbursement amount is fifteen percent (15%) of the Total Award Amount. For nonprofit organizations, the maximum reimbursement amount is 15 percent (15%) of the Total Award Amount. For state and local governments, the maximum reimbursement amount is 10 percent (10%) of the Total Award Amount.

The Total Award Amount is comprised of the Federal and any required non-Federal cost share and includes the sum of total direct costs and indirect cost amounts. The maximum indirect and fringe benefits cost reimbursement amount applies to all budget periods negotiated at the time of the award and will be adjusted should a modification change the Total Award Amount. The maximum reimbursement amount applies to the total award across all budget periods. For multi-year awards, applicants must ensure the indirect costs and fringe benefits for each year collectively do not exceed the reimbursement limitation in terms of the applicable percentage of the Total Award Amount

D. Indirect Cost Stipulations:

1. Modification to Indirect Cost Billing Rates

DOE will not modify this award solely to provide additional funds to cover increases in the recipient's indirect cost billing rate(s). Adjustments to the indirect cost billing rates must be approved by the recipient's Cognizant Agency or Cognizant Federal Agency Official.

The recipient must provide a copy of an updated NICRA or indirect rate proposal to the DOE Award Administrator to increase indirect cost billing rates. If the Grants Officer provides prior written approval, the recipient may incur an increase in the indirect cost billing rates. Reimbursement will be limited by the budgeted dollar amount for indirect costs for each budget period as shown in Attachment 3 to this award.

2. Indirect Cost Reimbursement Limitations

In accordance with DOE Policy, while the recipient may allocate the listed indirect cost rates above, the recipient is limited to a maximum percentage of 10% of the Total Award Amount for reimbursement of indirect costs and fringe benefits costs.

3. Award Closeout

The closeout of the DOE award does not affect (1) the right of the DOE to disallow costs and recover funds on the basis of a later audit or other review; (2) the requirement for

the recipient to return any funds due as a result of later refunds, corrections or other transactions including final indirect cost billing rate adjustments; and (3) the ability of the DOE to make financial adjustments to a previously closed award resolving indirect cost payments and making final payments.

Term 35. Decontamination and/or Decommissioning (D&D) Costs

Notwithstanding any other provisions of this award, the Government shall not be responsible for or have any obligation to the recipient for (1) Decontamination and/or Decommissioning (D&D) of any of the recipient's facilities, or (2) any costs which may be incurred by the recipient in connection with the D&D of any of its facilities due to the performance of the work under this award, whether said work was performed prior to or subsequent to the effective date of the award.

Term 36. Use of Program Income

If the recipient earns program income during the period of performance as a result of this award, the program income must be added to the total allowable costs, increasing the overall total amount of the federal award (see 2 CFR 200.307 (b)(2)).

Term 37. Payment Procedures

A. Method of Payment

Payment will be made by reimbursement through the Department of Treasury's ASAP system.

B. Requesting Reimbursement

Requests for reimbursements must be made through the ASAP system.

C. Adjusting Payment Requests for Available Cash

The recipient must disburse any funds that are available from repayments to, and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from DOE.

D. Payments

All payments are made by electronic funds transfer to the bank account identified on the Bank Information Form that the recipient filed with the U.S. Department of Treasury.

E. Unauthorized Drawdown of Federal Funds

For each budget period, the recipient may not spend more than the federal share authorized to that particular budget period, without specific written approval from the Grants Officer. The recipient must immediately refund DOE any amounts spent or drawn down in excess of the authorized amount for a budget period. The recipient and subrecipients shall promptly, but at least quarterly, remit to DOE interest earned on

advances drawn in excess of disbursement needs and shall comply with the procedure for remitting interest earned to the federal government per 2 CFR 200.305, as applicable.

F. Supporting Documents for Agency Approval of Payments

DOE may require Agency pre-approval of payments. If the agency approval requirement is in effect for the recipient's award, the ASAP system will indicate that agency approval is required when the recipient submits a request for payment.

The recipient must notify the DOE Federal Project Manager and DOE Award Administrator identified on the Assistance Agreement that a payment request has been submitted.

The following items are required to be submitted to the DOE Federal Project Manager and DOE Award Administrator identified on the Assistance Agreement:

1. Summary cost data, for the billing period and cumulative cost data, showing all categories listed in the SF-424A and identifying federal, non-federal, and total amounts.
2. SF-270.
3. If there are unauthorized phases and/or tasks for the current budget period in the NEPA Requirements term in these Special Terms and Conditions, a statement affirming that no invoiced costs are related to tasks or activities prohibited by the NEPA Requirements term.
4. *Applicable to for-profit recipients and subrecipients* UCC filing proof for all equipment acquired with project funds (i.e., federal share or recipient share) and equipment offered as cost share.

The DOE payment authorizing official may request additional information from the recipient to support the payment requests prior to release of funds, as deemed necessary. The recipient is required to comply with these requests. Supporting documents include invoices, copies of contracts, contractor quotes, and other expenditure explanations that justify the payment requests.

Term 38. Budget Changes

A. Budget Changes Generally

The Grants Officer has reviewed and approved the SF-424A in Attachment 3 to this award.

Any increase in the total project cost, whether DOE share or Cost Share, which is stated as "Total" in Block 12 to the Assistance Agreement of this award, must be approved in advance and in writing by the Grants Officer.

Any change that alters the project scope, milestones or deliverables requires prior written approval of the Grants Officer. DOE may deny reimbursement for any failure to comply with the requirements in this term.

B. Transfers of Funds Among Direct Cost Categories

The recipient is required to obtain the prior written approval of the Grants Officer for any transfer of funds among direct cost categories where the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total project cost, which is stated as "Total" in Block 12 to the Assistance Agreement of this award.

The recipient is required to notify the DOE Technology Manager/Federal Project Manager of any transfer of funds among direct cost categories where the cumulative amount of such transfers is equal to or below 10 percent of the total project cost, which is stated as "Total" in Block 12 to the Assistance Agreement of this award.

C. Transfer of Funds Between Direct and Indirect Cost Categories

The recipient is required to obtain the prior written approval of the Grants Officer for any transfer of funds between direct and indirect cost categories. If the recipient's actual allowable indirect costs are less than those budgeted in Attachment 3 to this award, the recipient may use the difference to pay additional allowable direct costs during the period of performance so long as the total difference is less than 10% of total project costs and the difference is reflected in actual requests for reimbursement to DOE.

Term 39. Carryover of Unobligated Balances

The recipient is hereby authorized to carry over unobligated balances of federal and non-federal funds from one budget period to a subsequent budget period, for program activities consistent with their approved State/Annual Plan, without prior approval by the Grants Officer. Should the recipient wish to use carryover funds for activities that are not consistent with the approved State/Annual Plan, a budget revision application must be submitted for approval by DOE.

For purposes of this award, an unobligated balance is the portion of the funds authorized by DOE that have not been obligated by the recipient at the end of a budget period. Recipients are advised to carefully manage grant funds to minimize unobligated balances each year, but especially at the end of the grant project period.

Subpart C. Miscellaneous Provisions

Term 40. Reporting Subawards and Executive Compensation

A. Reporting of first-tier subawards

1. Applicability.

Unless the recipient is exempt as provided in paragraph D. of this award term, the recipient must report each subaward that equals or exceeds $30,000 in federal funds for a subaward to an entity or federal agency. The recipient must also report a subaward if a modification increases the federal funding to an amount that equals or exceeds $30,000. All reported subawards should reflect the total amount of the subaward.

2. **Reporting Requirements.**

   i. The recipient must report each subaward described in paragraph A.1. of this award term to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) within SAM.gov at https://sam.gov/fsrs.
   ii. For subaward information, report no later than the end of the month following the month in which the subaward was issued. (For example, if the subaward was made on November 7, 2025, the subaward must be reported no later than December 31, 2025.)

B. Reporting Total Compensation of recipient Executives for Entities

1. **Applicability.**
   The recipient must report the total compensation for each of the recipient's five most highly compensated executives for the preceding completed fiscal year if:

   i. The total federal funding authorized to date under this award equals or exceeds $30,000;
   ii. In the preceding fiscal year, the recipient received;

      a. 80 percent or more of the recipient's annual gross revenues from federal procurement contracts (and subcontracts) and federal awards (and subawards) subject to the Transparency Act; and

      b. $25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal awards (and subawards) subject to the Transparency Act; and

   iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at https://www.sec.gov/answers/execomp.htm).

2. **Reporting Requirements.**
   The recipient must report executive total compensation described in paragraph B.1. of this award term:

   i. As part of the recipient's registration profile at https://www.sam.gov.
   ii. No later than the month following the month in which this federal award is made, and annually after that. (For example, if this federal award was made on November 7, 2025, the executive total compensation must be reported by no later than

December 31, 2025.)

C. Reporting of Total Compensation of Subrecipient Executives

1. Applicability.
Unless a first-tier subrecipient is exempt as provided in paragraph D. of this award term, the recipient must report the executive total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year if:

i. The total federal funding authorized to date under the subaward equals or exceeds $30,000;
ii. In the subrecipient's preceding fiscal year, the subrecipient received:

a. 80 percent or more of its annual gross revenues from federal procurement contracts (and subcontracts) and federal awards (and subawards) subject to the Transparency Act; and
b. $25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal awards (and subawards) subject to the Transparency Act; and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at https://www.sec.gov/answers/execomp.htm).

2. Reporting Requirements.
Subrecipients must report to the recipient their executive total compensation described in paragraph C.1. of this award term. The recipient is required to submit this information to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) within SAM.gov at https://sam.gov/fsrs no later than the end of the month following the month in which the subaward was made. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).

D. Exemptions
A recipient with gross income under $300,000 in the previous tax year is exempt from the requirements to report:

1. Subawards; and
2. The total compensation of the five most highly compensated executives of any subrecipient.

E. Definitions

For purposes of this award term:

1. *Entity* includes:

   i. Whether for profit or non-profit:

      a. A corporation;
      b. An association;
      c. A partnership;
      d. A limited liability company;
      e. A limited liability partnership;
      f. A sole proprietorship
      g. Any other legal business entity;
      h. Another grantee or contractor that is not excluded by subparagraph 2; and
      i. Any State or locality.

   ii. Does not include:
      a. An individual recipient of federal financial assistance; or
      b. A federal employee.

2. *Executive* means an officer, managing partner, or any other employee holding a management position.
3. *Subaward* has the meaning given in 2 CFR 200.1.
4. *Subrecipient* has the meaning given in 2 CFR 200.1.
5. *Total compensation* means the cash and noncash dollar value an executive earns during an entity's preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).

Term 41. System for Award Management and Universal Identifier Requirements

A. Requirement for System for Award Management (SAM.gov)

Unless exempt from this requirement under 2 CFR 25.110, the recipient must maintain a current and active registration in SAM.gov. The recipient's registration must always be current and active until the recipient submits all final reports required under this federal award or receives the final payment, whichever is later. The recipient must review and update its information in SAM.gov at least annually from the date of its initial registration or any subsequent updates to ensure it is current, accurate, and complete. If applicable, this includes identifying the recipient's immediate and highest-level owner and subsidiaries and providing information about the recipient's predecessors that have received a federal award or contract within the last three years.

B. Requirements for Unique Entity Identifier (UEI)

If the recipient is authorized to make subawards under this award, the recipient:

1. Must notify potential subrecipients that no entity may receive a subaward until the entity has provided its UEI to the recipient.
2. May not make a subaward to an entity unless the entity has provided its UEI number to the recipient. Subrecipients are not required to complete full registration in SAM.gov to obtain a UEI.

C. Definitions

For purposes of this award term:

1. *System for Award Management (SAM.gov)* means the federal repository into which a recipient must provide the information required for the conduct of business as a recipient. Additional information about registration procedures may be found in SAM.gov (currently at https://www.sam.gov).
2. *Unique Entity Identifier (UEI)* means the universal identifier assigned by SAM.gov to uniquely identify an entity.
3. *Entity* is defined at 2 CFR Part 25.400 and includes all of the following types as define in 2 CFR 200.1:

   iii. Non-federal entity;
   iv. Foreign organization;
   v. Foreign public entity;
   vi. Domestic for-profit organization; and
   vii. Federal agency.

4. *Subaward* has the meaning given in 2 CFR 200.1.
5. *Subrecipient* has the meaning given in 2 CFR 200.1.

Term 42. Nondisclosure and Confidentiality Agreements Assurances

A. By entering into this agreement, the recipient attests that it **does not and will not** require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contractors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.

B. The recipient further attests that it **does not and will not** use any federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:

1. *"These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or*

Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling."

2. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a federal department or agency governing the nondisclosure of classified information.
3. Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

Term 43. Subrecipient Change Notification

Except for subrecipients specifically proposed as part of the recipient's Application for award, the recipient must notify the Grants Officer and Federal Project Manager in writing 30 days prior to the execution of new or modified subrecipient agreements, including naming any To Be Determined subrecipients. This notification does not constitute a waiver of the prior approval requirements outlined in 2 CFR Part 200 as adopted and supplemented by 2 CFR Part 910, nor does it relieve the recipient from its obligation to comply with applicable federal statutes, regulations, and executive orders.

In order to satisfy this notification requirement, the recipient documentation must, at a minimum, include the following:

1. A description of the research to be performed, the service to be provided, or the equipment to be purchased;
2. Cost share commitment letter if the subrecipient is providing cost share to the award;
3. An assurance that the process undertaken by the recipient to solicit the subrecipient complies with their written procurement procedures as outlined in 2 CFR 200.317 through 200.327;

4. An assurance that no planned, actual or apparent conflict of interest exists between the recipient and the selected subrecipient and that the recipient's written standards of conduct were followed;[1]
5. A completed Environmental Questionnaire, if applicable;
6. An assurance that the subrecipient is not a debarred or suspended entity;
7. An assurance that all required award provisions will be flowed down in the resulting subrecipient agreement.

The recipient is responsible for making a final determination to award or modify subrecipient agreements under this agreement, but the recipient may not proceed with the subrecipient agreement until the Grants Officer determines, and provides the recipient written notification, that the information provided is adequate.

Should the recipient not receive a written notification of adequacy from the Grants Officer within 30 days of the submission of the subrecipient documentation stipulated above, the recipient may proceed to award or modify the proposed subrecipient agreement.

Term 44. Minimum Privacy Protections Regarding Applicant Information

A. States, Tribes and their subawardees, including, but not limited to subrecipients, subgrantees, contractors and subcontractors that participate in the Weatherization Assistance Program (WAP) are required to treat all requests for information concerning applicants and recipients of WAP funds in a manner consistent with the federal government's treatment of information requested under the Freedom of Information Act (FOIA), 5 U.S.C. 552, including the privacy protections contained in Exemption (b)(6) of the FOIA, 5 U.S.C. 552(b)(6). Under 5 U.S.C. 552(b)(6), information relating to an individual's eligibility application or the individual's participation in the program, such as name, address, or income information, are generally exempt from disclosure.

B. A balancing test must be used in applying Exemption (b)(6) in order to determine:

   i. whether a significant privacy interest would be invaded;

   ii. whether the release of the information would further the public interest by shedding light on the operations or activities of the Government; and

[1] It is DOE's position that the existence of a "covered relationship" as defined in 5 CFR 2635.502(a)&(b) between a member of the recipient's owners or senior management and a member of a subrecipient's owners or senior management creates at a minimum an apparent conflict of interest that would require the recipient to notify the Grants Officer and provide detailed information and justification (including, for example, mitigation measures) as to why the subrecipient agreement does not create an actual conflict of interest. The recipient must also notify the Grants Officer of any new subrecipient agreement with: (1) an entity that is owned or otherwise controlled by the recipient; or (2) an entity that is owned or otherwise controlled by another entity that also owns or otherwise controls the recipient, as it is DOE's position that these situations also create at a minimum an apparent conflict of interest.

iii. whether in balancing the privacy interests against the public interest, disclosure would constitute a clearly unwarranted invasion of privacy.

C. A request for personal information including but not limited to the names, addresses, or income information of WAP applicants or recipients would require the state or other service provider to balance a clearly defined public interest in obtaining this information against the individuals' legitimate expectation of privacy.

D. Given a legitimate, articulated public interest in the disclosure, States and other service providers may release information regarding recipients in the aggregate that does not identify specific individuals. However, a State or service provider must apply a FOIA Exemption (b)(6) balancing test to any request for information that cannot be satisfied by such less-intrusive methods.

Term 45. Conference Spending

The recipient shall not expend any funds on a conference not directly and programmatically related to the purpose for which the grant or cooperative agreement was awarded that would defray the cost to the United States Government of a conference held by any Executive branch department, agency, board, commission, or office for which the cost to the United States Government would otherwise exceed $20,000, thereby circumventing the required notification by the head of any such Executive Branch department, agency, board, commission, or office to the Inspector General (or senior ethics official for any entity without an Inspector General), of the date, location, and number of employees attending such conference.

Term 46. Reporting of Matters Related to recipient Integrity and Performance

A. General Reporting Requirement

If the total value of your active grants, cooperative agreements, and procurement contracts from all federal agencies exceeds $10,000,000 for any period of time during the period of performance of this federal award, then you as the recipient must ensure the information available in the responsibility/qualification records through the System for Award Management (SAM.gov) about civil, criminal, or administrative proceedings described in paragraph B of this award term is current and complete. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in responsibility/qualification records in SAM.gov on or after April 15, 2011, (except past performance reviews required for federal procurement contracts) will be publicly available.

B. Proceedings About Which You Must Report

You must submit the required information about each proceeding that:

1. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the federal government;
2. Reached its final disposition during the most recent five-year period; and
3. Is one of the following:

    i. A criminal proceeding that resulted in a conviction, as defined in paragraph E of this award term and condition;
    ii. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;
    iii. An administrative proceeding that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or
    iv. Any other criminal, civil, or administrative proceeding if:

        a. It could have led to an outcome described in paragraph B.3.i, ii, or iii;
        b. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
        c. The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter the required information in SAM.gov for each proceeding described in paragraph B of this award term. You do not need to submit the information a second time under grants and cooperative agreements that you received if you already provided the information in SAM.gov because you were required to do so under federal procurement contracts that you were awarded.

D. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph A of this award term, you must report proceedings information in SAM.gov for the most recent five-year period, either to report new information about a proceeding that you have not reported previously or affirm that there is no new information to report. If you have federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000, you must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

For purposes of this term:

1. *Administrative proceeding* means a non-judicial process that is adjudicatory in nature to make a determination of fault or liability (for example, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the federal and state level but only in connection with the performance

of a federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

2. *Conviction* means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.
3. *Total value* of currently active grants, cooperative agreements, and procurement contracts includes the value of the federal share already received plus any anticipated federal share under those awards (such as continuation funding.

Term 47. Export Control

The United States government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the United States to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of federal agencies and regulations that govern exports that are collectively referred to as "Export Controls." All recipients and subrecipients are responsible for ensuring compliance with all applicable United States Export Control laws and regulations relating to any work performed under a resulting award.

The recipient must immediately report to DOE any export control investigations, indictments, charges, convictions, and violations upon occurrence, at the recipient or subrecipient level, and provide the corrective action(s) to prevent future violations.

Term 48. Interim Conflict of Interest Policy for Financial Assistance

The DOE interim Conflict of Interest Policy for Financial Assistance (COI Policy) can be found at https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance. This policy is applicable to all recipients applying for, or that receive, DOE funding by means of a financial assistance award (e.g., a grant, cooperative agreement, technology investment agreement, or other transaction authority) and, through the implementation of this policy by the recipient, to each Investigator who is planning to participate in, or is participating in, the project funded wholly or in part under this award. The term "Investigator" means the PI and any other person, regardless of title or position, who is responsible for the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE.

The recipient must flow down the requirements of the interim COI Policy to any subrecipient, with the exception of DOE National Laboratories. Further, the recipient must identify all financial conflicts of interests (FCOI), i.e., managed and unmanaged/unmanageable, in its initial and ongoing FCOI reports.

Prior to award, the recipient was required to: 1) ensure all Investigators on this award completed their significant financial disclosures; 2) review the disclosures; 3) determine whether a FCOI exists; 4) develop and implement a management plan for FCOIs; and 5) provide DOE with an initial FCOI report that includes all FCOIs (i.e., managed and unmanaged/

unmanageable). Within 180 days of the date of the award, the recipient must be in full compliance with the other requirements set forth in DOE's interim COI Policy.

Term 49. Organizational Conflict of Interest

Organizational conflicts of interest are those where, because of relationships with a parent company, affiliate, or subsidiary organization, the recipient is unable or appears to be unable to be impartial in conducting procurement action involving a related organization (2 CFR 200.318(c)(2)).

The recipient must disclose in writing any potential or actual organizational conflict of interest to the DOE Grants Officer. The recipient must provide the disclosure prior to engaging in a procurement or transaction using project funds with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe. For a list of the information that must be included the disclosure, see Section VI. of the DOE interim Conflict of Interest Policy for Financial Assistance at https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance.

If the effects of the potential or actual organizational conflict of interest cannot be avoided, neutralized, or mitigated, the recipient must procure goods and services from other sources when using project funds. Otherwise, DOE may terminate the award in accordance with 2 CFR 200.340 unless continued performance is determined to be in the best interest of the federal government.

The recipient must flow down the requirements of the interim COI Policy to any subrecipient, with the exception of DOE National Laboratories, if applicable. The recipient is responsible for ensuring subrecipient compliance with this term.

If the recipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the recipient must maintain written standards of conduct covering organizational conflicts of interest.

Term 50. Prohibition on Certain Telecommunications and Video Surveillance Equipment or Services

As set forth in 2 CFR 200.216, recipients and subrecipients are prohibited from obligating or expending project funds (federal and non-federal funds) to:

1. Procure or obtain covered telecommunications equipment or services;
2. Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

As described in section 889 of Public Law 115-232, "covered telecommunications equipment or services" means any of the following:

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
2. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
3. Telecommunications or video surveillance services provided by such entities or using such equipment;
4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

For additional information, see section 889 of Public Law 115-232 and § 200.471.

Term 51. Fraud, Waste and Abuse

The mission of the DOE Office of Inspector General (OIG) is to strengthen the integrity, economy and efficiency of DOE's programs and operations including deterring and detecting fraud, waste, abuse, and mismanagement. The OIG accomplishes this mission primarily through investigations, audits, and inspections of Department of Energy activities to include grants, cooperative agreements, loans, and contracts. The OIG maintains a Hotline for reporting allegations of fraud, waste, abuse, or mismanagement. To report such allegations, please visit https://www.energy.gov/ig/ig-hotline.

Additionally, the recipient must be cognizant of the requirements of 2 CFR 200.113 Mandatory disclosures, which states:

> An applicant, recipient, or subrecipient of a federal award must promptly disclose whenever, in connection with the federal award (including any activities or subawards thereunder), it has credible evidence of the commission of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. 3729–3733). The disclosure must be made in writing to the federal agency, the agency's Office of Inspector General, and pass-through entity (if applicable). recipients and subrecipients are also required to report matters related to recipient integrity and performance in accordance with Appendix XII of this part. Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

Term 52. Trafficking in Persons

A. Provisions applicable to a recipient that is a private entity:

1. Under this award, the recipient, its employees, subrecipients under this award, and subrecipient's employees must not engage in:

    i. Severe forms of trafficking in persons;
    ii. The procurement of a commercial sex act during the period of time that this award or any subaward is in effect;
    iii. The use of forced labor in the performance of this award or any subaward; or
    iv. Acts that directly support or advance trafficking in persons, including the following acts:

        a. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
        b. Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

            1) Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant or cooperative agreement; or
            2) The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action.

c. Soliciting a person for the purpose of employment, or offering employment, by means materially false or fraudulent pretenses, representations, or promises regarding that employment;
d. Charging recruited employees a placement recruitment fee;
e. Providing or arranging housing that fails to meet the host country's housing and safety standards.

2. The federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if any private entity under this award:

i. Is determined to have violated a prohibition in paragraph A.1 of this award term; or
ii. Has an employee that is determined to have violated a prohibition in paragraph A.1 of this award term through conduct that is either:

a. Associated with the performance under this award; or
b. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)."

B. Provision applicable to a recipient other than a private entity.

The federal agency may unilaterally terminate this award or take any remedial action authorized by 22 U.S.C. 7104b(c), without penalty, if a subrecipient that is a private entity under this award:

1. Is determined to have violated a prohibition in paragraph A.1; or
2. Has an employee that is determined to have violated a prohibition in paragraph A.1 through conduct that is either:

i. Associated with the performance under this award; or
ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)."

C. Provisions applicable to any recipient.

1. The recipient must inform the federal agency and the Inspector General of the federal agency immediately of any information the recipient receives from any source alleging a violation of a prohibition in paragraph A.1 of this award term.
2. The federal agency's right to unilaterally terminate this award as described in paragraphs A.2 or B of this award term:

i. Implements the requirements of 22 U.S.C. 78; and
ii. Is in addition to all other remedies for noncompliance that are available to the federal agency under this award.

3. The recipient must include the requirements of paragraph A.1 of this award term in any subaward it makes to a private entity.
4. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

D. Definitions.

For purposes of this award term:

1. *Employee* means either:

   i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this award; or
   ii. Another person engaged in the performance of this project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

2. *Private Entity* means any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.

3. The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude," have the meanings given at Section 103 of the TVPA, as amended (22 U.S.C. 7102).

Term 53. Buy America Requirement for Infrastructure Projects

A. Applicability to this Award

This award does not have an approved BABA waiver, so the requirements of BABA fully apply. The remainder of this term provides additional information on BABA's compliance requirements and recipient obligations. The recipient is put on notice that failure to comply with these requirements will result in a disallowance of costs for any nonconforming item that is purchased under the award. The recipient is very strongly encouraged to read the information provided in this term and to consult with their cognizant legal counsel to ensure that these requirements are fully understood.

B. Definitions

There are several terms of art that are given specific definitions with respect to the application and execution of BABA. Full definitions of these terms can be found by following this hyperlink

to the relevant section (2 CFR 184.3) of the Code of Federal Regulations. Any additional context not present in the Code of Federal Regulations definition for a given term is provided below.

a. *Buy America Preference* (Sometimes also referred to as the **Buy America Requirement** or **Domestic Content Procurement Preference**). Note that, despite the use of the word "Preference," this is very much a mandatory compliance requirement. The statute, implementing regulations, and OMB guidance characterize this requirement as the "Buy America Preference," and so that terminology is reflected here to ensure consistency with the statute and existing guidance.
b. *Component*
c. *Construction Materials*
d. *Infrastructure Project*
e. *Iron or steel products*
f. *Manufactured Products*
g. *Manufacturer*
h. *Predominantly of iron or steel or a combination of both*
i. *Produced in the United States* (Sometimes also referred to as the "Domestic Production requirement")
j. Section 70917(c) *Materials* (i.e., certain materials used in construction that are specifically excluded from being categorized as "construction materials"; as such, the Buy America Preference is not applied to these materials.

Additionally, the following terms are not defined in 2 CFR 184.3, but are important for a proper understanding of BABA and its application:

k. *Project* – means the construction, alteration, maintenance, or repair of public infrastructure in the United States.

l. *Infrastructure* – Infrastructure includes, at a minimum: the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy, including electric vehicle (EV) charging.

m. *Public infrastructure* – The Buy America Preference does not apply to non-public (private) infrastructure. For purposes of compliance with BABA, infrastructure should be considered "public" if it is:

(1) publicly owned (owned, operated, funded and managed, in whole or in part, by any unit or authority of a Federal, State, or Local government-including U.S. Territories and Indian Tribes); or

(2) privately owned but utilized primarily for a public purpose. Infrastructure should be considered to be "utilized primarily for a public purpose", and therefore "public", if it is privately owned but operated on behalf of the public or is a place of public accommodation.

C. Buy America Preference

1. The Buy America Preference Generally

Subject to any applicable waiver, none of the funds provided under this award (federal share or recipient cost-share) may be used for a project for infrastructure unless all iron, steel, manufactured products, and/or construction materials are "produced in the United States." Standards to satisfy this requirement differ based on the category a given material falls under:

a. All iron and steel used in the project is produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation. (**Note:** 2 CFR 184.5 provides specific guidance for determining the cost of components for manufactured products); and

c. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. (**Note:** 2 CFR 184.6 provides additional standards that must be satisfied for some specified construction materials in order for those materials to be considered "produced in the United States").

Recipients are responsible for administering their award in accordance with the terms and conditions, including the Buy America Preference. The recipient must ensure that the Buy America Preference flows down to all subawards and that the subawardees and subrecipients comply with the Buy America Preference. The Buy America Preference term and condition must be included all sub-awards, contracts, subcontracts, and purchase orders for work performed under the infrastructure project.

2. Specific Application of the Buy America Preference

Recipients are not required to apply the Buy America Preference to each and every material, supply, or piece of equipment purchase for this award. Only items that are consumed in, incorporated into, or permanently affixed to the infrastructure in the project are required to

meet the "produced in the United States" requirements that mandate domestic assembly and (in the case of manufactured products) domestic content thresholds.

As such, this requirement does not need to be applied to tools, equipment, and supplies—such as temporary scaffolding—brought into the construction site and removed at or before the completion of the infrastructure project. This is likewise inapplicable to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

3. Section 70917(c) Materials

The BABA Statute at Section 70917(c) provides a list of materials which are specifically excluded from categorization as "construction materials," and therefore may be used without meeting the relevant "produced in the United States" standard.

Generally referred to as "Section 70917(c) Materials," these are:

- cement and cementitious materials;
- aggregates such as stone, sand, or gravel; or
- aggregate binding agents or additives, as provided in Section 70917(c) of BABA.

Asphalt concrete pavement mixes are typically composed of asphalt cement (a binding agent) and aggregates such as stone, sand, and gravel. Accordingly, asphalt is also excluded from the definition of Construction materials.

Section 70917(c) materials, on their own, are not manufactured products. Further, Section 70917(c) materials should not be considered manufactured products when they are used at or combined proximate to the work site—such as is the case with wet concrete or hot mix asphalt brought to the work site for incorporation. However, certain Section 70917(c) materials (such as stone, sand, and gravel) may be used to produce a manufactured product, such as is precast concrete. Precast concrete is made of components, is processed into a specific shape or form, and is in such state when brought to the work site. Furthermore, wet concrete should not be considered a manufactured product if not dried or set prior to reaching the work site.

Further clarification is provided in 2 CFR 184 on the circumstances under which a determination is made that Section 70917(c) materials should be treated as components of a manufactured product. That determination is based on consideration of: (i) the revised definition of the "manufactured products" at 2 CFR 184.3; (ii) a new definition of "Section 70917(c) materials" at 2 CFR 184.3; (iii) new instructions at 2 CFR 184.4(e) on how and when to categorize articles, materials, and supplies; and (iv) new instructions at 2 CFR 184.4(f) on how to apply the Buy America preference by category.

D. Certification of Compliance

Recipients must request a certification from a product manufacturer that the iron, steel, manufactured product or construction material they are acquiring from the manufacturer were "produced in the United States" (i.e., that they meet the requisite standards outlined at the beginning of Section 3, above). DOE will not provide any sort of "certification template" for this purpose; recipients are responsible for ensuring that a certification contains enough information that it properly validates the BABA compliance of the item(s) listed within the certification.

Although DOE does not require a specific format for the certification, the following elements must be present:

- A listing of all products covered by the certification, including their category (e.g., iron, steel, manufactured product, or construction material);
- A recitation of the relevant "produced in the United States" standard for any categories (iron, steel, manufactured product, or construction material) provided in the above list, to ensure the manufacturer properly understands the standards to be met;
- A clear statement that the products listed meet the relevant "produced in the United States" standard(s);
- A signature from an authorized representative of the manufacturer certifying the contents of the compliance statement; and
- Any other information the recipient deems necessary for the certification to demonstrate compliance with the BABA requirements.

Recipients must also maintain certifications or equivalent documentation for proof of compliance that those articles, materials, and supplies that are consumed in, incorporated into, affixed to, or otherwise used in the infrastructure project, not covered by a waiver or exemption, are produced in the United States. The certification or proof of compliance must be provided by the suppliers or manufacturers of the iron, steel, manufactured products and construction materials and flow up from all subawardees, contractors and vendors to the recipient. Recipients must keep these certifications with the award/project files and be able to produce them upon request from DOE, auditors or Office of Inspector General.

E. Waivers

When necessary, recipients may apply for, and DOE may grant, a waiver from the Buy America Preference. Requests to waive the application of the Buy America Preference must be in writing to the CO. Waiver requests are subject to review by DOE and the Office of Management and Budget, as well as a public comment period of no less than 15 calendar days.

Waivers must be based on one of the following justifications:

a. Public Interest- Applying the Buy America Preference would be inconsistent with the public interest;

b. Non-Availability- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
c. Unreasonable Cost- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

Waiver Requests may be submitted utilizing BABA Waiver Form (gsa.gov), Optional Form 2211 (OF2211) or any other format to provide the required information for the project-specific waiver request.

For reference, requests to waive the Buy America Preference must include the following:

- Waiver type (Public Interest, Non-Availability, or Unreasonable Cost);
- Recipient name and Unique Entity Identifier (UEI);
- Award information (Federal Award Identification Number, Assistance Listing number);
- A brief description of the award project objectives, location, and the specific infrastructure project involved;
- Total estimated Financial Assistance award value, inclusive of recipient cost share;
- Total estimated infrastructure costs (estimated costs of the Iron, Steel, Manufactured Products and Construction Materials being purchased under the award and utilized in the infrastructure project);
- List and description of iron or steel item(s), manufactured goods, and/or construction material(s) the recipient seeks to waive from the Buy America Preference, including name, cost, quantity(ies), country(ies) of origin, and relevant Product Service Codes (PSC) and North American Industry Classification System (NAICS) codes for each;
- A detailed justification as to how the non-domestic item(s) is/are essential the project;
- A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and non-proprietary communications with potential suppliers;
- A justification statement—based on one of the applicable justifications outlined above—as to why the listed items cannot be procured domestically, including the due diligence performed (e.g., market research, industry outreach, cost analysis, cost-benefit analysis) by the recipient to attempt to avoid the need for a waiver. This justification may cite, if applicable, the absence of any Buy America-compliant bids received for domestic products in response to a solicitation;
- A description of the market research conducted that includes who conducted the market research, when it was conducted, sources that were used, and the methods used to conduct the research; and
- Anticipated impact to the project if no waiver is issued.

The recipient should consider using the following principles as minimum requirements contained in their waiver request:

- *Time-limited*: Consider a waiver constrained principally by a length of time, or phased-out over time, rather than by the specific project/award to which it applies. Waivers of this type may be appropriate, for example, when an item that is "non-available" is widely used in the project. When requesting such a waiver, the recipient should identify a reasonable, definite time frame (e.g., no more than one to two years) designed so that the waiver is reviewed to ensure the condition for the waiver ("non-availability") has not changed (e.g., domestic supplies have become more available).
- *Targeted*: Waiver requests should apply only to the item(s), product(s), or material(s) or category(ies) of item(s), product(s), or material(s) as necessary and justified. Waivers should not be overly broad as this will undermine domestic preference policies.
- *Conditional*: The recipient may request a waiver with specific conditions that support the policies of IIJA/BABA.

DOE may request, and the recipient must provide, additional information for consideration of this wavier. DOE may reject or grant waivers in whole or in part depending on its review, analysis, and/or feedback from OMB or the public. DOE's final determination regarding approval or rejection of the waiver request may not be appealed. The waiver request review and public comment process required for a waiver determination can take up to 90 calendar days.

Term 54. Potentially Duplicative Funding Notice

If the recipient or subrecipients have or receive any other award of federal funds for activities that potentially overlap with the activities funded under this award, the recipient must promptly notify DOE in writing of the potential overlap and state whether project funds (i.e., recipient cost share and federal funds) from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items under this award. If there are identical cost items, the recipient must promptly notify the DOE Grants Officer in writing of the potential duplication and eliminate any inappropriate duplication of funding.

Term 55. Transparency of Foreign Connections

The recipient must notify the DOE Grants Officer within fifteen (15) business days of learning of the circumstances listed below in relation to the recipient and subrecipients.

Disclosure exceptions by entity type:

- U.S. National Laboratories and domestic government entities are not required to respond to the Transparency of Foreign Connections disclosure.
- Institutions of higher education are only required to report on items 5 and 7.

For subrecipient reporting requirements, applicability is determined by the subrecipient entity type, regardless of whether the prime recipient was exempt.

Disclosure Information:

1. Any current or pending subsidiary, foreign business entity, or offshore entity that is based in or funded by any foreign country of risk or foreign entity based in a country of risk;
2. Any current or pending contractual or financial obligation or other agreement specific to a business arrangement, or joint venture-like arrangement with an entity owned by a country of risk or foreign entity based in a country of risk;
3. Any current or pending change in ownership structure of the recipient or subrecipients that increases foreign ownership related to a country of risk. Each notification shall be accompanied by a complete and up-to-date capitalization table showing all equity interests held including limited liability company (LLC) and partnership interests, as well as derivative securities. Include both the number of shares issued to each equity holder, as well as the percentage of that series and of all equity on fully diluted basis. For each equity holder, provide the place of incorporation and the principal place of business, as applicable. If the equity holder is a natural person, identify the citizenship(s);
4. Any current or pending venture capital or institutional investment by an entity that has a general partner or individual holding a leadership role in such entity who has a foreign affiliation with any foreign country of risk;
5. Any current or pending technology licensing, transfer or intellectual property sales to a foreign country of risk within the same technology area as the award (e.g., biotechnology, energy generation and storage, advanced computing;
6. Any changes to the recipient or the subrecipients' board of directors, including additions to the number of directors, the identity of new directors, as well as each new director's citizenship, shareholder affiliation (if applicable); each notification shall include a complete up-to-date list of all directors (and board observers), including their full name, citizenship and shareholder affiliation, date of appointment, duration of term, as well as a description of observer rights as applicable; and
7. Any of the following changes to the equipment proposed for use on the project:

    i. Unmanned aircraft, control, and communication components originally made or manufactured in a foreign country of risk (including relabeled or rebranded equipment).
    ii. Coded equipment where the source code is written in a foreign country of risk.
    iii. Equipment from a foreign country of risk that will be connected to the internet or other remote communication system.
    iv. Any entity from a foreign country of risk that will have physical or remote access to any part of the equipment used on the project after delivery.

Should DOE determine the connection poses a risk to economic or national security, DOE will require measures to mitigate or eliminate the risk.

DOE has designated the following countries as foreign countries of risk: Iran, North Korea, Russia, and China. This list is subject to change.

Recognizing the disclosures may contain business confidential information, subrecipients may submit their disclosures directly to DOE.

Term 56. Foreign Collaboration Considerations

A. Consideration of new collaborations with foreign entities, organizations, and governments. The recipient must provide DOE with advanced written notification of any potential collaboration with foreign entities, organizations, or governments in connection with its DOE-funded award scope. The recipient must await further guidance from DOE prior to contacting the proposed foreign entity, organization or government regarding the potential collaboration or negotiating the terms of any potential agreement.

B. Existing collaborations with foreign entities, organizations, and governments. The recipient must provide DOE with a written list of all existing foreign collaborations, organizations, and governments in which has entered in connection with its DOE-funded award scope.

C. In general, a collaboration will involve some provision of a thing of value to, or from, the recipient. A thing of value includes but may not be limited to all resources made available to, or from, the recipient in support of and/or related to the award, regardless of whether or not they have monetary value. Things of value also may include in-kind contributions (such as office/laboratory space, data, equipment, supplies, employees, students). In-kind contributions not intended for direct use on the award but resulting in provision of a thing of value from or to the award must also be reported. Collaborations do not include routine workshops, conferences, use of the recipient's services and facilities by foreign investigators resulting from its standard published process for evaluating requests for access, or the routine use of foreign facilities by awardee staff in accordance with the recipient's standard policies and procedures.

Term 57. Entity of Concern Prohibition

No Entity of Concern, as defined in section 10114 of Public Law 117-167 (42 USC 18912), may receive any grant, contract, cooperative agreement, or loan of $10 million or more in Departmental funds including funds made available by the Consolidated Appropriations Act, 2024 (Public Law 118-42). In addition, for all awards involving Departmental activities authorized under Public Law 117-167, no Entity of Concern (including an individual that owns or controls, is owned or controlled by, or is under common ownership or control with an Entity of Concern) may receive DOE funds or perform work under the award, subject to certain penalties. See section 10114 of Public Law 117-167 and section 310 of Public Law 118-42 for additional information.

Congress has given DOE authority to require the submission of documentation necessary to implement the requirements of this term.

The recipient shall include this term, suitably modified to identify the parties, in all subawards/contracts, regardless of tier, under this award.

If, at any time, the recipient becomes aware that any participant on the award is an Entity of Concern and therefore is unable to fully comply with this term, the recipient shall promptly stop all work on this award, notify the Grants Officer, and not proceed with the award work without further authorization.

Term 58. Required Risk Mitigation

This award is subject to the recipient's compliance with required DOE Office of Research, Technology, and Economic Security (RTES) mitigation measures that are specific to the recipient, if any. Failure to comply with a required RTES mitigation measure is grounds for an immediate termination of the award. This term must be flowed down to the subrecipients. If a subrecipient fails to comply with required RTES mitigation measures, if any, that are specific to that subrecipient, it is grounds for immediate termination of the subaward.

Term 59. Impacted Indian Tribes

If any activities anticipated to take place under this agreement could potentially impact the resources or reserved rights of Indian Tribe(s), as defined in 25 U.S.C. § 5304 (e), then the recipient/awardee agrees to develop and maintain active and open communications with the potentially impacted Indian Tribe(s), during the period of performance of the agreement, and, if necessary, after the end of the agreement. If the recipient proposes any activities that could impact Tribal resources or reserved rights, including but not limited to lands, cultural sites, sacred sites, water rights, mineral rights, fishing rights, and hunting rights, the recipient must notify DOE. The recipient/awardee must coordinate with DOE on all Tribal interactions. DOE will determine if formal government-to-government consultation is needed, and DOE will conduct that consultation accordingly.

- Tribal lands is as defined in 25 U.S.C. §§ 3501(2), (3), (4)(A) and (13).
- Indian Tribe is as defined in 25 U.S.C. § 5304 (e).

Term 60. Implementation of Executive Order 13798, Promoting Free Speech and Religious Liberty

States, local governments, or other public entities may not condition sub-awards in a manner that would discriminate, or disadvantage sub-recipients based on their religious character.

Term 61. Implementation of Executive Order 14173, Ending Illegal Discrimination and Restoring Merit Based Opportunity

It is the policy of the United States to protect the civil rights of all Americans and to promote individual initiative, excellence, and hard work. All recipients must comply in all respects with all applicable federal anti-discrimination laws. Compliance with such Federal laws is material to DOE's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code. By requesting a drawdown or reimbursement of funds under this award the recipient certifies that it does not operate programs promoting diversity, equity, and inclusion that violate any applicable federal anti-discrimination laws.

Attachment D. DOE NEPA Determinations

PMC-ND
(1.08.09.13)

U.S. DEPARTMENT OF ENERGY
OFFICE OF ENERGY EFFICIENCY AND RENEWABLE ENERGY
NEPA DETERMINATION

RECIPIENT: Weatherization Assistance Program Grantees with a DOE executed HistoricPreservation Programmatic Agreement

STATE: Mult

PROJECT TITLE: Weatherization Assistance Program Fiscal Year 2025 Formula Awards - Recipients with a DOE executed Historic Preservation Programmatic Agreement

Funding Opportunity Announcement Number	Procurement Instrument Number	NEPA Control Number	CID Number
WAP-ARLD-2025A		GFO-WAP-ARLD-2025A	

Based on my review of the information concerning the proposed action, as NEPA Compliance Officer (authorized under DOE Policy 451.1), I have made the following determination:

CX, EA, EIS APPENDIX AND NUMBER:
Description:

A9 Information gathering, analysis, and dissemination	Information gathering (including, but not limited to, literature surveys, inventories, site visits, and audits), data analysis (including, but not limited to, computer modeling), document preparation (including, but not limited to, conceptual design, feasibility studies, and analytical energy supply and demand studies), and information dissemination (including, but not limited to, document publication and distribution, and classroom training and informational programs), but not including site characterization or environmental monitoring. (See also B3.1 of appendix B to this subpart.)
A11 Technical advice and assistance to organizations	Technical advice and planning assistance to international, national, state, and local organizations.
B1.16 Asbestos removal	Removal of asbestos-containing materials from buildings in accordance with applicable requirements (such as 40 CFR part 61, “National Emission Standards for Hazardous Air Pollutants”; 40 CFR part 763, “Asbestos”; 29 CFR part 1910, subpart I, “Personal Protective Equipment”; and 29 CFR part 1926, “Safety and Health Regulations for Construction”; and appropriate state and local requirements, including certification of removal contractors and technicians).
B1.34 Lead-based paint containment, removal, and disposal	Containment, removal, and disposal of lead-based paint in accordance with applicable requirements (such as provisions relating to the certification of removal contractors and technicians at 40 CFR part 745, “Lead-Based Paint Poisoning Prevention In Certain Residential Structures”).
B2.2 Building and equipment instrumentation	Installation of, or improvements to, building and equipment instrumentation (including, but not limited to, remote control panels, remote monitoring capability, alarm and surveillance systems, control systems to provide automatic shutdown, fire detection and protection systems, water consumption monitors and flow control systems, announcement and emergency warning systems, criticality and radiation monitors and alarms, and safeguards and security equipment).
B3.1 Site characterization and environmental monitoring	Site characterization and environmental monitoring (including, but not limited to, siting, construction, modification, operation, and dismantlement and removal or otherwise proper closure (such as of a well) of characterization and monitoring devices, and siting, construction, and associated operation of a small-scale laboratory building or renovation of a room in an existing building for sample analysis). Such activities would be designed in conformance with applicable requirements and use best management practices to limit the potential effects of any resultant ground disturbance. Covered activities include, but are not limited to, site characterization and environmental monitoring under CERCLA and RCRA. (This class of actions excludes activities in aquatic environments. See B3.16 of this appendix for such activities.) Specific activities include, but are not limited to: (a) Geological, geophysical (such as gravity, magnetic, electrical, seismic, radar, and temperature gradient), geochemical, and engineering surveys and mapping, and the establishment of survey marks. Seismic techniques would not include large-scale reflection or refraction testing; (b) Installation and operation of field instruments (such as stream-gauging stations or flow-measuring devices, telemetry systems, geochemical monitoring tools, and geophysical exploration tools); (c) Drilling of wells for sampling or monitoring of groundwater or the vadose (unsaturated) zone, well logging, and installation of water-level recording devices in wells; (d) Aquifer and underground reservoir response testing; (e) Installation and operation of ambient air monitoring equipment; (f) Sampling and characterization of water, soil, rock, or contaminants (such as drilling using truck- or mobile-scale equipment, and modification, use, and plugging of boreholes); (g) Sampling and characterization of water effluents, air emissions, or solid waste streams; (h) Installation and operation of meteorological towers and associated activities (such as assessment of potential wind energy resources); (i) Sampling of flora or fauna; and (j) Archeological, historic, and cultural resource identification in compliance with 36 CFR part 800 and 43 CFR part 7.

B5.1 Actions to conserve energy or water	(a) Actions to conserve energy or water, demonstrate potential energy or water conservation, and promote energy efficiency that would not have the potential to cause significant changes in the indoor or outdoor concentrations of potentially harmful substances. These actions may involve financial and technical assistance to individuals (such as builders, owners, consultants, manufacturers, and designers), organizations (such as utilities), and governments (such as state, local, and tribal). Covered actions include, but are not limited to weatherization (such as insulation and replacing windows and doors); programmed lowering of thermostat settings; placement of timers on hot water heaters; installation or replacement of energy efficient lighting, low-flow plumbing fixtures (such as faucets, toilets, and showerheads), heating, ventilation, and air conditioning systems, and appliances; installation of drip-irrigation systems; improvements in generator efficiency and appliance efficiency ratings; efficiency improvements for vehicles and transportation (such as fleet changeout); power storage (such as flywheels and batteries, generally less than 10 megawatt equivalent); transportation management systems (such as traffic signal control systems, car navigation, speed cameras, and automatic plate number recognition); development of energy-efficient manufacturing, industrial, or building practices; and small-scale energy efficiency and conservation research and development and small-scale pilot projects. Covered actions include building renovations or new structures, provided that they occur in a previously disturbed or developed area. Covered actions could involve commercial, residential, agricultural, academic, institutional, or industrial sectors. Covered actions do not include rulemakings, standard-settings, or proposed DOE legislation, except for those actions listed in B5.1(b) of this appendix. (b) Covered actions include rulemakings that establish energy conservation standards for consumer products and industrial equipment, provided that the actions would not: (1) have the potential to cause a significant change in manufacturing infrastructure (such as construction of new manufacturing plants with considerable associated ground disturbance); (2) involve significant unresolved conflicts concerning alternative uses of available resources (such as rare or limited raw materials); (3) have the potential to result in a significant increase in the disposal of materials posing significant risks to human health and the environment (such as RCRA hazardous wastes); or (4) have the potential to cause a significant increase in energy consumption in a state or region.
B5.16 Solar photovoltaic systems	The installation, modification, operation, and removal of commercially available solar photovoltaic systems located on a building or other structure (such as rooftop, parking lot or facility, and mounted to signage, lighting, gates, or fences), or if located on land, generally comprising less than 10 acres within a previously disturbed or developed area. Covered actions would be in accordance with applicable requirements (such as local land use and zoning requirements) in the proposed project area and would incorporate appropriate control technologies and best management practices.
B5.17 Solar thermal systems	The installation, modification, operation, and removal of commercially available smallscale solar thermal systems (including, but not limited to, solar hot water systems) located on or contiguous to a building, and if located on land, generally comprising less than 10 acres within a previously disturbed or developed area. Covered actions would be in accordance with applicable requirements (such as local land use and zoning requirements) in the proposed project area and would incorporate appropriate control technologies and best management practices.

Rationale for determination:

B4.14 Construction and Operation of Electrochemical-Battery or Flywheel Energy Storage Systems
Construction, operation, upgrade, or decommissioning of an electrochemical battery or flywheel energy storage system within a previously disturbed or developed area or within a small (as discussed at 10 CFR 1021.410(g)(2)) area contiguous to a previously disturbed or developed area. Covered actions would be in accordance with applicable requirements (such as land use and zoning requirements) in the proposed project area and the integral elements listed at the start of appendix B of this part, and would incorporate appropriate safety standards (including the current National Fire Protection Association 855, Standard for the Installation of Stationary Energy Storage Systems), design and construction standards, control technologies, and best management practices.

The U.S. Department of Energy (DOE) administers the Weatherization Assistance Program (WAP) as authorized by Title IV, Energy Conservation and Production Act, as amended. The mission of WAP is to increase the energy efficiency of dwellings owned or occupied by low-income persons or to provide such persons renewable energy systems or technologies, reduce their total residential expenditures, and improve their health and safety, especially low-income persons who are particularly vulnerable such as the elderly, persons with disabilities, families with children, high residential energy users, and households with high energy burden. Each home weatherized under WAP would receive approximately $8,547 as determined by site-specific outcomes of the energy audit process. Most Recipients leverage DOE funds with other federal and non-federal resources for the activities listed below.

This NEPA determination is specific to the 55 WAP Recipients* with a DOE executed Historic Preservation Programmatic Agreement for activities that are funded by the WAP Program Year 2025 Formula Grants Administrative and Legal Requirements Document (WAP ALRD 2025), WAP Weatherization Readiness, and reported Petroleum Violation Escrow (PVE) funds, as applicable. Guam, does not have a DOE executed Historic Preservation Programmatic Agreement and has a separate NEPA determination: GFO-WAP-ALRD 2025B.

DOE has determined the following activities that are funded by the WAP Program Year 2025 Formula Grants Administrative and Legal Requirements Document (WAP ALRD 2025) WAP Weatherization Readiness, and reported PVE funds, as applicable, are categorically excluded from further NEPA review, absent extraordinary circumstances, cumulative impacts, or connected actions that may lead to significant impacts on the environment, or any inconsistency with "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to a specific activity.

Any activities on tribal lands or tribal properties are restricted to homes/buildings less than forty-five (45) years old and without ground disturbance. Recipients may contact their Project Officer for a Historic Preservation Worksheet to request a review of activities that are listed below on tribal homes/buildings forty-five (45) years and older. Review by a DOE NEPA Specialist and approval from DOE is required prior to initiating activities reviewed on a Historic Preservation Worksheet.

Allowable activities for WAP annual formula, Weatherization Readiness, and PVE funds include:

1. Administrative activities associated with management of the designated Weatherization Office and management of programs and strategies in support of weatherization activities.

2. Development and implementation of training programs and strategies for weatherization effort, including initial home energy audits, final inspections, and client education.

3. Purchase of vehicles and equipment needed for administrative activities, training activities, weatherization energy audits, installation of measures indicated below, and quality control inspections.

4. Weatherization activities, provided that projects apply the restrictions of each State's programmatic agreement with their State Historic Preservation Office (SHPO), are installed in existing buildings, are appropriately sized, and are covered by Appendix A of 10 CFR 440 and/or approved as part of the energy audit approval procedures and material approval process, and limited to:
a. Energy Conservation Measures- including purchase and installation of measures, as applicable
i. Building Shell Measures:
1. Attic/Roof Insulation
2. Wall Insulation
3. Foundation Insulation
4. Air Sealing/Infiltration Reduction
5. Window replacement and treatments, such as, window film, awnings and solar screens
6. Door replacement and treatments such as, storm door, window film, solar screens
b. Mechanical Measures
i. Clean, tune, repair, or replace heating and/or cooling systems including switching fuel source.
ii. Install duct and distribution system insulation
iii. Seal ducts and distribution systems
iv. Install programmable thermostats
v. Repair/replace domestic water heaters, including switching fuel source.
vi. Install domestic hot water heater tank and pipe insulation
c. Electric and Water Measures
i. Install efficient light sources
ii. Install low-flow showerheads, aerators, and toilets
iii. Replace inefficient refrigerators and freezers with energy-efficient models

5. Energy-related health and safety measures per the most recently approved DOE WAP Guidance, currently Weatherization Program Notice (WPN) 22-7 provided that activities adhere to the requirements of the respective Recipients' DOE executed Historic Preservation Programmatic Agreement, occur in existing buildings, and are limited to:
a. Air-Conditioning, Heating Systems, and Combustion Appliances
i. Replace, repair, or install primary heating systems when existing primary heating systems are unsafe, inoperable, or nonexistent.
ii. No DOE-funded weatherization work is permitted if the completed dwelling unit will be heated with an unvented combustion space heater as the primary heat source. The primary heat source must be replaced with a vented unit prior to or by weatherization. The replacement unit must be sized to heat the entire dwelling unit.
iii. Unsafe secondary units, including space heaters, must be repaired, or removed and disposed of, or deferral is required. Secondary unvented space heaters are considered unsafe if they:
1. are not listed and labeled as meeting ANSI Z21.11.2;
2. have an input rating of more than 40,000 BTU/hour; or are in a bedroom and have an input rating of more than 10,000 BTU/hour;
3. are in a bathroom and have an input rating of more than 6,000 BTU/hour;

4. are operating in an unsafe manner (e.g., high carbon monoxide (CO) readings, too close to combustible materials, lack sufficient combustion air volume);
5. or are not permitted by the Authority Having Jurisdiction (AHJ)
iv. DOE WAP Grantees must comply with the Manufactured Home Construction and Safety Standards which mandates that:
1. All fuel-burning appliances in manufactured homes except: ranges, ovens, illuminating appliances, clothes dryers, solid fuel-burning fireplaces and solid fuel burning stoves, must be installed to provide for the complete separation of the combustion system from the interior atmosphere of the manufactured home (i.e., to draw their combustion air from outside), and be vented to outside the dwelling.
2. All appliances installed by weatherization in manufactured homes must meet these standards, including secondary heating sources. No unvented fuel-burning space heating appliances may remain in a MH after weatherization under any circumstances. If an occupant will not allow the removal of an unsafe combustion appliance from the home, deferral is required.
3. Repair or replace combustion gas venting to ensure proper combustion gas venting to outside the dwelling for all combustion appliances, including but not limited to gas dryers and refrigerators, furnaces, vented space heaters, and water heaters.
v. If weatherization installs an appliance that is vented into a masonry chimney, the chimney must be lined in compliance with the International Fuel Gas Code (IFGC) or local AHJ if more stringent.
vi. Install adequate combustion air for all combustion appliances left after weatherization.
vii. If permits are required for heating/cooling system work, they must be secured and are a program operation cost if the installation is an ECM or may be included in the health and safety (H&S) cost if installed as a H&S measure.
viii. If unsafe conditions relating to existing combustion appliances require remediation to safely perform weatherization and cannot be remedied by repair or tuning, replacement is an allowable H&S measure unless prevented by other guidance herein.
ix. Documentation justifying the replacement with a cost comparison between replacement and repair must be maintained in the client file
x. Replace, repair, or install primary air conditioning in homes where current occupants meet Grantee's definition of "at-risk".
xi. Minor repairs on electric space heaters
xii. Repair or removal of primary and secondary solid fuel heating appliances.
xiii. Replacement of unsafe primary solid fuel heating appliances.
b. Asbestos
i. When suspected friable Asbestos Containing Materials (ACM) are present, including vermiculite, assume they contain asbestos and take precautionary measures to prevent disturbing it during the audit and work unless testing determines otherwise.
ii. Identifying and managing suspected ACM that provides for reasonable and necessary precautions to prevent asbestos contamination in the home.
iii. Addressing blower door testing where suspected friable ACM is present (as defined by EPA), including vermiculite.
iv. Temporary removal and reinstallation of ACM siding to perform an ECM (e.g., wall insulation).
v. Limited encapsulation or removal of suspected ACM on small surfaces (pipes, ductwork, furnaces, other small, covered surfaces, etc.) by an appropriately trained asbestos control professional if necessary to safely weatherize the dwelling.
c. Biologicals and Unsanitary Conditions
i. Limited remediation of conditions that may lead to or promote biological concerns and unsanitary conditions (e.g., repairing leaking sewage pipe)
ii. Limited cleaning of the workspace to protect the health and safety of workers and occupants
d. Building Structure and Roofing
i. Minor repairs to building structure or roofs
e. Code Compliance
i. Correction of preexisting code compliance issues triggered by weatherization measures being installed in a specific room or area of the home.
f. Electrical
i. Provide sufficient over-current protection and damming prior to insulating building components containing knob and tube wiring, as required by the AHJ.
ii. Minor electrical repairs (e.g., junction box covers, improper splices) to protect the occupant or workers from electrical hazards within the living area or in the immediate area where weatherization activities will occur
g. Fuel Leaks
i. When a gas leak is found on the utility side of service, the utility service must be contacted, work must be temporarily halted, and the leak must be repaired before work may proceed.
ii. Fuel leaks that are the responsibility of the occupant (vs. the utility) must be repaired before installing weatherization measures in the home
iii. Replacement or repair of leaking bulk fuel tanks and/or lines if connected systems will remain after weatherization.
iv. Replacement of flexible appliance gas connectors that are not compliant with current fuel gas codes
h. Gas Ovens/Stovetops/Ranges
i. Limited cleaning or repair of ovens/ranges/stovetops

ii. Limited replacement of unsafe gas ovens/ranges/stovetops
i. Hazardous Materials
i. Hazardous Waste Materials generated by weatherization work (e.g., refrigerant, asbestos, lead, mercury, CFL lighting bulb/ballasts, etc.) must be disposed of according to all local and federal laws, regulations, and guidelines, as applicable.
ii. Limited removal of pollutants that pose a risk to workers is required (e.g., flammable liquids, hazardous chemicals, and other air pollutants)
iii. Limited removal of pollutants that pose a risk to the occupant
j. Injury Prevention of Occupants
i. Minor repairs and installations (e.g., repairing stairs, replacing handrails, etc.)
k. Lead Based Surface Coverings
i. Comply with EPA's Lead; Renovation, Repair and Painting Program (RRP) rules when working in pre-1978 housing unless testing confirms the work area to be lead free.
ii. Testing to determine the presence of lead on surfaces that will be disturbed by WAP measure installation is allowed with EPA-approved testing methods.
l. Mold and Moisture
i. Limited water damage repairs that can be addressed by weatherization workers are allowed when necessary to weatherize the home and to ensure the long-term stability and durability of the measures
ii. Source control (i.e., correction of moisture and mold creating conditions) when necessary, to weatherize the home and to ensure the long-term stability and durability of the measures. Source control is independent of latent damage and related repairs. Source control includes, but is not limited to site drainage, gutters, down spouts, extensions, flashing, sump pumps, dehumidifiers, landscape, leaking roofs, vapor retarders, moisture barriers, etc.
iii. Window and door repairs to resolve a bulk water intrusion issue that is the cause of visible biological growth and in compliance with the most current Incidental Repair program notice (WPN 19-5)
m. Pests
i. Limited pest removal is allowed only where infestation would prevent weatherization
ii. Screening of windows and points of access and incorporating pest exclusion into air sealing practices to prevent intrusion
n. Radon
i. Cover exposed dirt floors within the pressure/thermal boundary with a sealed soil gas retarder
ii. Cover sump well/pits with airtight covers
iii. Implement ventilation as required by ASHRAE 62.2-2016
iv. In homes where radon may be present, work scope may include additional precautionary measures based on EPA Healthy Indoor Environment Protocols for Home Energy Upgrades.
v. Other precautions may include, but are not limited to, sealing any observed floor and/or foundation penetrations, isolating the basement from the conditioned space, and ensuring crawl space venting is installed and operable.
o. Safety Devices; Smoke and Carbon Monoxide Alarms, Fire Extinguishers
i. Install CO alarms in every home where alarms are not present or are inoperable in compliance with ASHRAE 62.2-2016 which references NFPA 720 (note: NFPA 720 has been incorporated into NFPA 72)
ii. Install smoke alarms where the AHJ requires them if alarms are not present or are inoperable.
iii. Replace functional smoke alarms and carbon monoxide alarms if they are beyond the manufacturer’s stated lifetime (usually 10 years).
iv. Replace functional smoke or CO alarms batteries if designed to be replaceable.
v. Provide fire extinguishers where solid fuel burning equipment is present.
p. Ventilation and Indoor Air Quality
i. Install ventilation as required by ASHRAE 62.2 - 2016.
q. Water Heaters
i. Limited case-by-case replacement of water heaters if the water heater poses a life-safety risk to occupants (e.g., leaking primary tank, high CO measurements).
ii. Minor safety repairs of water heaters (e.g., temperature and pressure valve piping, backflow prevention devices, expansion tanks)
iii. Replace, repair, or install primary water heater heaters when existing primary water heater is unsafe, inoperable, or nonexistent
r. Worker Safety
i. Minor repairs and installations (e.g., repairing stairs, replacing handrails, etc.) are allowable when necessary to safely weatherize the dwelling.
ii. Equipment purchases to protect the health and safety of the worker (e.g., Personal Protective Equipment (PPE), jobsite cleaning supplies

6. Incidental and necessary minor energy-related repairs and replacements provided that activities adhere to the requirements of the respective Recipients’ DOE executed Historic Preservation Programmatic Agreement, occur in existing buildings, and are limited to:
a. Repair/replace damaged windows and doors
b. Minor roof repairs- limited to replacing/fixing decking material and roof material.
c. Interior and exterior wall repairs

d. Ceiling repairs
e. Floor repairs
f. Foundation or subspace (crawl space) repairs
g. Exterior drainage repairs limited to gutter repair or replacement, and/or grading adjacent to the perimeter of the foundation not to extend more than 3 feet from the foundation
h. Plumbing repairs
i. Electrical repairs

7. Installation of solar photovoltaic (PV) and solar hot water heating systems provided that activities adhere to the requirements of the respective Recipients; DOE executed historic Preservation Programmatic Agreement, occur in or on existing buildings, and are limited to:
a. PV systems would be appropriately sized and would not exceed 60 kW and/or
b. Solar hot water heating systems would be appropriately sized and would not exceed 200,000 BTU/HR
c. Systems would be roof mounted or attached to structure
d. Battery storage, if applicable, would be inside structure (e.g. inside a garage), or attached to outside of structure

8. Allowable activities under the Weatherization Readiness Funds (WRF) are designated for use by Grantees in addressing structural and health and safety issues. This funding is anticipated to reduce the frequency of deferred homes that require other services, outside the scope of weatherization, before the weatherization measures can be installed provided that activities adhere to the requirements of the respective Recipients' DOE executed Historic Preservation Programmatic Agreement, are installed in or on existing buildings, and are limited to:
a. Repair/replace damaged windows and doors
b. Minor electrical and plumbing repairs
c. Roof repairs or replacement including replacing decking material and roof, and/or changing roof material (e.g., shingles to metal).
d. Interior and exterior wall repairs
e. Ceiling repairs
f. Floor repairs
g. Foundation or subspace (crawl space) repairs
h. Exterior drainage repairs limited to gutter repair or replacement, and/or grading adjacent to the perimeter of the foundation not to extend more than 3 feet from the foundation.
i. Minor plumbing repairs
j. Minor electrical repairs
k. Clean-up or remediation of lead paint, asbestos (confirmed or suspected, including vermiculite), and mold and/or moisture beyond typical scope of WAP

No ground disturbance (beyond grading adjacent to the perimeter of the foundation not to extend more than 3 feet from the foundation), including tree removal or tree trimming , would occur for implementation for the above activities.

Activities not listed above, including ground disturbing activities (grading adjacent to the perimeter of the foundation more than 3 feet from the foundation), and tree removal, or tree trimming, are not included under the ALRD categorical exclusion and are subject to additional NEPA review and approval by DOE. For activities/projects, requiring additional NEPA review, states must complete the environmental questionnaire (EQ-1): https://www.eere-pmc.energy.gov/NEPA.aspx and receive notification from DOE that the NEPA review has been completed and approved by the Contracting Officer prior to initiating the project or activities.

All incidental measures relating to hazardous materials identified during the WAP activities would be managed in accordance with applicable federal, state, and local requirements.

Recipients are required to review the DOE PowerPoint trainings on NEPA and Historic Preservation prior to commencing work on the above activities. The training is available at www.energy.gov/node/4816816. Recipients are responsible for contacting NEPA with any NEPA or historic preservation questions at GONEPA@ee.doe.gov.

Recipients are responsible for identifying and promptly notifying DOE of extraordinary circumstances, cumulative impacts, or connected actions that may lead to significant impacts on the environment, or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) relating to any proposed activities. Additionally, Recipients must demonstrate compliance with Section 106 of the National Historic Preservation Act (NHPA).

Recipients shall adhere to the restrictions of their DOE executed Historic Preservation Programmatic Agreement. DOE executed historic preservation programmatic agreements are available on: https://www.energy.gov/scep/historic-preservation-executed-programmatic-agreements.

DOE is required to consider floodplain management and wetland protection as part of its environmental review process (10 CFR 1022). As part of this required review, DOE determined requirements set forth in Subpart B of 10CFR 1022 are not applicable to the activities above that would occur in the 100-year floodplain (hereinafter

"floodplain") or wetland because the activities would not have short-term or long-term adverse impacts to the floodplain or wetland. These activities are administrative or minor modifications of existing facilities to improve environmental conditions.

Most activities listed under "Allowable Activities" are more restrictive than the Categorical Exclusion. The restrictions must be followed for the Allowable Activities to be applicable. For activities requiring additional NEPA review, Recipients must complete the environmental questionnaire (found at https://www.eere-pmc.energy.gov/NEPA.aspx) for review by DOE.

* WAP Recipients with a historic preservation programmatic agreement: AL, AK, AS, AZ, AR, CA, CO, CT, DE, DC,FL,GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MP, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH,OK,OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY, and VI.

NEPA PROVISION

DOE has made a conditional NEPA determination.

The NEPA Determination applies to the following Topic Areas, Budget Periods, and/or tasks:

This NEPA Determination only applies to activities funded by the WAP Program Year 2025 Formula Grants Administrative and Legal Requirements Document, WAP Weatherization Readiness, and Petroleum Violation Escrow (PVE) funds reported under WAP, as applicable. Activities must fit within the restrictions of the Allowable Activities, and Recipients must have a DOE executed Historic Preservation Programmatic Agreement.

The NEPA Determination does not apply to the following Topic Area, Budget Periods, and/or tasks:

This NEPA Determination does NOT apply to activities funded by sources other than the WAP Program Year 2025 Formula Grants Administrative and Legal Requirements Document, WAP Weatherization Readiness, and reported Petroleum Violation Escrow (PVE) funds, as applicable, or to activities that do not fit within the restrictions of the Allowable Activities listed above, or to Recipients that do not have a DOE executed Historic Preservation Programmatic Agreement.

Include the following condition in the financial assistance agreement:

1. This NEPA Determination only applies to activities funded by the WAP Program Year 2025 Formula Grants Administrative and Legal Requirements Document, WAP Weatherization Readiness, and reported Petroleum Violation Escrow (PVE) funds, as applicable.

2. Activities not listed under "Allowable Activities" including ground disturbing activities (grading adjacent to the perimeter of the foundation more than 3 feet from the foundation), tree trimming, and tree removal, are subject to additional NEPA review and approval by DOE. For activities requiring additional NEPA review, Recipients must complete the environmental questionnaire found at https://www.eere-pmc.energy.gov/NEPA.aspx and receive notification from DOE that the NEPA review has been completed. A DOE Contracting Officer must provide approval prior to initiating the project or activities.

3. Any activities on tribal lands or tribal properties are restricted to homes/buildings less than forty-five (45) years old and without ground disturbance. Recipients may contact their Project Officer for a Historic Preservation Worksheet to request a review of activities that are listed below on tribal homes/buildings forty-five (45) years and older and/or ground disturbing activities. Approval from DOE is required prior to initiating activities reviewed on a Historic Preservation Worksheet.

4. This authorization does not include activities where the following elements exist: extraordinary circumstances; cumulative impacts or connected actions that may lead to significant effects on the human environment; or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to a particular project.

5. The Recipient must identify and promptly notify DOE of extraordinary circumstances, cumulative impacts or connected actions that may lead to significant effects on the human environment, or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to project activities.

6. Recipients must have a DOE executed Historic Preservation Programmatic Agreement and adhere to the terms and restrictions of its DOE executed Historic Preservation Programmatic Agreement. DOE executed historic preservation programmatic agreements are available on the website: https://www.energy.gov/scep/historic-preservation-executed-programmatic-agreements.

7. Most activities listed under "Allowable Activities" are more restrictive than the Categorical Exclusion. The restrictions listed in the "Allowable Activities" must be followed.

8. Recipients are responsible for reviewing NEPA and Historic preservation PowerPoint trainings at www.energy.gov/node/4816816 and contacting NEPA with any questions at GONEPA@ee.doe.gov.

9.This authorization excludes any activities that are otherwise subject to a restriction set forth elsewhere in the Award.

Notes:

Office of State and Community Energy Programs – WAP (Weatherization Readiness & Retrofit Program)
This NEPA Determination requires legal review of the tailored NEPA provision.
NEPA review completed by Diana Heyder, 10/25/2025

FOR CATEGORICAL EXCLUSION DETERMINATIONS

The proposed action (or the part of the proposal defined in the Rationale above) fits within a class of actions that is listed in Appendix A or B to 10 CFR Part 1021, Subpart D. To fit within the classes of actions listed in 10 CFR Part 1021, Subpart D, Appendix B, a proposal must be one that would not: (1) threaten a violation of applicable statutory, regulatory, or permit requirements for environment, safety, and health, or similar requirements of DOE or Executive Orders; (2) require siting and construction or major expansion of waste storage, disposal, recovery, or treatment facilities (including incinerators), but the proposal may include categorically excluded waste storage, disposal, recovery, or treatment actions or facilities; (3) disturb hazardous substances, pollutants, contaminants, or CERCLA-excluded petroleum and natural gas products that preexist in the environment such that there would be uncontrolled or unpermitted releases; (4) have the potential to cause significant impacts on environmentally sensitive resources, including, but not limited to, those listed in paragraph B(4) of 10 CFR Part 1021, Subpart D, Appendix B; (5) involve genetically engineered organisms, synthetic biology, governmentally designated noxious weeds, or invasive species, unless the proposed activity would be contained or confined in a manner designed and operated to prevent unauthorized release into the environment and conducted in accordance with applicable requirements, such as those listed in paragraph B(5) of 10 CFR Part 1021, Subpart D, Appendix B.

There are no extraordinary circumstances related to the proposed action that may affect the significance of the environmental effects of the proposal.

The proposed action has not been segmented to meet the definition of a categorical exclusion. This proposal is not connected to other actions with potentially significant impacts (40 CFR 1508.25(a)(1)), is not related to other actions with individually insignificant but cumulatively significant impacts (40 CFR 1508.27(b)(7)), and is not precluded by 40 CFR 1506.1 or 10 CFR 1021.211 concerning limitations on actions during preparation of an environmental impact statement.

The proposed action is categorically excluded from further NEPA review.

A portion of the proposed action is categorically excluded from further NEPA review. The NEPA Provision identifies Topic Areas, Budget Periods, tasks, and/or subtasks that are subject to additional NEPA review.

SIGNATURE OF THIS MEMORANDUM CONSTITUTES A RECORD OF THIS DECISION.

NEPA Compliance Officer Signature: Electronically Signed By: Signature on File Date: 10/25/2024

NEPA Compliance Officer

FIELD OFFICE MANAGER DETERMINATION

☑ Field Office Manager review not required
☐ Field Office Manager review required

BASED ON MY REVIEW I CONCUR WITH THE DETERMINATION OF THE NCO :

Field Office Manager's Signature: _____ Date: _____

Field Office Manager

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

File #: FI-R-0191-25 **Agenda Date:** 11/4/2025 **Agenda #:** 8.B.

ACCEPTANCE OF AN EXTENSION OF TIME
FOR THE DUPAGE COUNTY HEALTH DEPARTMENT
HEROIN OPIOID PREVENTION AND EDUCTION (HOPE)
FIRST OFFENDER COURT UNIFIED FOR SUCCESS (FOCUS) COURT GRANT FY21
COMPANY 5000 - ACCOUNTING UNIT 5905
(Under the administrative direction of
the DuPage County Department of Probation and Court Services)

WHEREAS, the County of DuPage heretofore accepted and appropriated the DuPage County Health Department Heroin Opioid Prevention and Education (HOPE) First Offender Court Unified for Success (FOCUS) Court Grant FY21, Company 5000 - Accounting Unit 5905, pursuant to Resolution JPS-R-0252-21 for the period March 1, 2021 through December 31, 2021; and

WHEREAS the County of DuPage approved an extension of the grant pursuant to Resolution FI-R-0026-22 to June 30, 2022; and

WHEREAS the County of DuPage approved an extension of the grant pursuant to Resolution FI-R-0096-23 to June 30, 2024; and

WHEREAS the County of DuPage approved an extension of the grant pursuant to Resolution FI-R-0171-24 to June 30, 2025; and

WHEREAS the County of DuPage, through the DuPage County Department of Probation and Court Services, has been notified by the DuPage County Health Department that the grant may be extended to June 30, 2026; and

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the expiration date of this grant be extended until June 30, 2026.

Enacted and approved this 12th day of November, 2025 at Wheaton, Illinois.

_____
DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

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

File #: FI-R-0192-25 **Agenda Date:** 11/4/2025 **Agenda #:** 8.C.

ACCEPTANCE AND APPROPRIATION OF
PUBLIC DEFENDER SERVICES GRANT PY26
INTER-GOVERNMENTAL AGREEMENT NO. 422091
COMPANY 5000 - ACCOUNTING UNIT 6350
$50,250
(Under the administrative direction of the
DuPage Public Defender's Office)

WHEREAS, the County of DuPage, through the DuPage County Public Defender's Office, has been notified by the Illinois Criminal Justice Information Authority that grant funds in the amount of $50,250 (FIFTY THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS) are available to address additional client needs by conducting screenings for all clients in a pre-trial court, aiming to improve service connections and outcomes in their criminal cases; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Inter-Governmental Agreement No. 422091 with the Illinois Criminal Justice Information Authority, a copy of which is attached to and incorporated as a part of this resolution by reference (ATTACHMENT II); and

WHEREAS, the term of the grant agreement is from October 1, 2025 through September 30, 2026; 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 Inter-Governmental Agreement No. 422091 (ATTACHMENT II) between DuPage County and the Illinois Criminal Justice Information Authority 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 $50,250 (FIFTY THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS) be made to establish the Public Defender Services Grant PY26, Company 5000 - Accounting Unit 6350, for the period October 1, 2025 through September 30, 2026; and

BE IT FURTHER RESOLVED by the DuPage County Board that the Chief Public Defender of DuPage County 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 Judicial and Public Safety Committee shall review the need for continuing the specified program and associated headcount; and

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

Enacted and approved this 12th day of November, 2025 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

ACCEPTANCE AND APPROPRIATION TO ESTABLISH
PUBLIC DEFENDER SERVICES GRANT PY26
INTER-GOVERMENTAL AGREEMENT NO. 422091
COMPANY 5000 – ACCOUNTING UNIT 6350
$50,250

REVENUE		
41000-0004 - Federal Operating Grant - DOJ	$ 50,250	
TOTAL ANTICIPATED REVENUE		$ 50,250
EXPENDITURES		
OTHER FINANCING USES		
57030-0100 - Transfer Out Hd Gen Fund	$ 50,250	
TOTAL OTHER FINANCING USES		$ 50,250
TOTAL ADDITIONAL APPROPRIATION		$ 50,250

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY
AND
County of DuPage on behalf of County of DuPage Public Defender Office

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and County of DuPage (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

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

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

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY

By: _____

Delrice Adams, Executive Director

Date: _____

County of DuPage

By: _____

Deborah Conroy, Chair

Date: _____

By: _____

Jeffrey Martynowicz, CFO

Date: _____

By: _____

Jeff York, Chief Public Defender

Date: _____

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

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.

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

"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.

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

ARTICLE II
AWARD INFORMATION

2.1. Term. This Agreement is effective on October 1, 2025 and expires on September 30,2026 (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds must not exceed **$**50,250, of which **$**50,250 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 Grantor agrees to make payment to the Grantee for the administration and implementation of the program described in Exhibits A, B, D, and E. Upon receipt of the fiscal and progress reports, payments will be made to the Grantee. No payment will be made until all outstanding reports are received by the Grantor, including outstanding reports from previously funded Grantor programs. No payment will be made to Grantee unless and until Grantee is in full compliance with applicable State and federal laws and the terms and conditions of this agreement.

Grantee must provide for the deposit of grant funds into a bank account in the name of the Grantee. Grant funds shall be immediately deposited into such bank account. Grantee may deposit such funds into an account separate from any of its other bank accounts or treat such funds as a separate line item per its budget and audited financial statements. If Grantee receives more than one award from the Grantor, Grantee shall ensure that the grant funds for each award are accounted for separately.

2.4 Award Identification Numbers. The Federal Award Identification Number (FAIN) is 15PBJA-22-GG-00650-JAGX, the federal awarding agency is U.S. Department of Justice Programs, Bureau of Justice Assistance, and the Federal Award date is September 16, 2022. The Catalog of Federal Domestic Assistance (CFDA) Name is the 2022 BJA Edward Byrne Memorial Justice Assistance Grant (JAG) Program – State Solicitation and the Assistance Listing Number is 16.738. The Catalog of State Financial Assistance (CSFA) Number is 546-00-2094. The State Award Identification Number is 2094-60777.

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

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

business as a (check one):

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

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

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

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

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

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

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

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

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

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

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

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:

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

(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).

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

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

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

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.

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

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

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

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.

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

(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:

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

(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.

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

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, by 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

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

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 an 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

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

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**.

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

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.

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

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.

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

EXHIBIT A

PROJECT DESCRIPTION

Although recent legal changes now allow client representation at first appearances, these hearings primarily focus on setting conditions or deciding on detention. The fast pace and structure of the court limit other interventions. To address additional client needs early, we propose to conduct screenings, or mini-assessments for all clients in pre-trial court, aiming to improve service connections and outcomes in their criminal cases. A clinician would conduct brief screenings/assessments focused on substance use, mental health, educational or learning challenges, social service needs, employment, and physical health. For clients to whom we are appointed for full representation, we can initiate referrals immediately. For others who are appointed to us later, these early screenings offer the assigned attorneys a significant advantage in addressing client needs from the outset, ultimately improving a client's ability to successfully navigate the court process.

The Public Defender is appointed to represent approximately 5000 people for first appearances per year. While representation at first appearances provides critical support during the initial hearing, these moments also present valuable opportunities to engage clients on broader needs that can positively influence both their lives and legal outcomes. By addressing other client needs at this early stage by providing screenings or mini assessments of all clients in pre-trial court, we hope to improve linkages to services, and ultimately the outcomes in their criminal cases.

We would only serve people *charged* in DuPage County, although not all would be residents of DuPage. While the DuPage County Health Department typically serves DuPage County residents, they will screen all clients, regardless of county of residence. Referrals for services will be provided to clients based on place of residence. For those who qualify for DuPage County Health Department services a direct referral would be made.

DuPage County is the second most populous county in Illinois. The county is home to 919,632 people and spans 327.5 square miles. Approximately 64.1 percent of residents are White, 83.2 percent are non-Hispanic, 16.8 percent are Hispanic or Latino, 13.3 percent are Asian, 5.1 percent are black or African American, and less than one percent are American Indian/ Alaska Native or Native Hawaiian/ Other Pacific Islander (Claritas 2024). Over 29 percent of households speak a language other than English, and 9.9 percent of individuals have difficulty speaking English. Of those that speak English less than very well, the most common language spoken is Spanish, followed by other Indo-European languages, Russian, Polish, other Slavic languages, and Chinese (American Community Survey 2023 estimates). Nearly 6 percent (5.8) of DuPage County adults report being unable to afford to see a doctor (IL Behavioral Risk Factor Surveillance System, 2020-2023). According to 2023 American Community Survey estimates, 61,851 individuals were determined as living in poverty and 12,282 children under the age of 18 were living below the poverty level. Approximately 5,551 DuPage County children ages 6-18 do not have health insurance and 1,338 children under the age of six do not have health insurance. In addition, 39,285 adults ages 19 to 64 do not have health insurance (American Community Survey 2023 estimates).

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

	2022	2023
Population of counties served	921,664	921,213
Total criminal cases filed	91,405	96,162
Felony criminal cases filed	2804	2956
Circuit clearance rate (%) for criminal cases (Office of the Illinois Courts)	104.1	98.3
Circuit - average time lapse in months for criminal felony cases (jury trial) (Office of the Illinois Courts)		32.4
Circuit - average time lapse in months for criminal felony cases (bench trial) (Office of the Illinois Courts)		23.1

There is a significant time that cases are pending before resolution of a trial. An opportunity exists to engage clients in areas other than their criminal case to assess and assist with other needs, which could help reduce the circumstances that led them into the criminal justice system. Criminal cases are up, as well as the subset of felony cases charged. Anecdotally, a higher percentage of clients have needs for services, especially in the areas of mental health and substance use, than in the past. Although our office already employs mental health clinicians (by attorney request) to assess, complete mitigation reports, and refer to services, engaging clients in that process on a more consistent basis and earlier in the process may help outcomes and time required to resolve cases.

The proposed program will fund a part-time Community Support Specialist through the DuPage County Health Department to enhance support for individuals navigating the pre-trial process. This specialist will be embedded within the pre-trial court setting to provide timely screenings, assessment if needed, resource linkage, and case planning for clients prior to the formal appointment of a public defender. Drawing on their expertise in behavioral health and case management, the Community Support Specialist will conduct a needs screening or mini assessment, offer referrals to appropriate services, assist with scheduling appointments, and, when appropriate, develop case plans that may assist the public defender representation. Additionally, the specialist will provide outreach to clients following their initial court appearance, helping to ensure that they remain engaged and supported throughout the early stages of the legal process. This program seeks to strengthen early intervention and improve outcomes by ensuring that qualified health department staff are consistently available during weekday pre-trial court sessions. All grant funding will directly support staffing costs for this role.

Holistic approaches to criminal defense can improve legal outcomes. The entirety of our budget would go to fund a part-time Community Support Specialist to conduct screenings or mini assessments, complete reports, and refer clients for a variety of services.

Number of screenings completed, number of referrals given, number of requests made to Public Defender mental health clinicians, number of failure to appear for first court date.

Attorney surveys regarding access to reports, shortened referral times, engagement in services by clients, increase in use of mental health clinicians by attorneys.

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

There is limited space in which to speak to clients awaiting their court appearance in First Appearance Court. We will need to share limited booth space, may adjust timing of screenings. In addition, this grant would cover a part time specialist working M-F. There are a significant number of cases that come into First Appearance Court on Saturdays and Sundays, and those clients would not be able to receive these services at this time.

The Public Defender and Health Department will work collaboratively to train, monitor, and adjust as needed. Both offices will share data regularly, and to complete quarterly reports. There will only be the expense of one part time Community Support Specialist (1/2 time of a FTE with the Health Department), so tracking financials will be straightforward. No expenses for the budget will include coordination or supervision, but will be provided in kind by the DuPage County Public Defender and DuPage County Health Department.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

Exhibit B

DELIVERABLES OR MILESTONES

Identify staff member	DuPage County Health Department, Community Support Specialist	10/1/2025
Train staff member in pre-trial court practices, role of PD	Deputy Chief Public Defender	10/10/2025
Create model assessment tool, report	DuPage County Health Department, Community Support Specialist. DuPage County Public Defender, Senior Mental Health Clinician	10/17/25
Attend court daily to assess, refer	DuPage County Health Department, Community Support Specialist	on-going
Follow-up with clients before next court appearance	DuPage County Health Department, Community Support Specialist	on-going
Submit quarterly Fiscal Report to the Authority.	Chief Public Defender	January 15, 2026 April 15, 2026 July 15, 2026 October 15, 2026
Submit quarterly Data Report to the Authority.	Chief Public Defender	January 15, 2026 April 15, 2026 July 15, 2026 October 15, 2026
Complete BJA PMT reports through https://bjapmt.ojp.gov.	Chief Public Defender	January 15, 2026 April 15, 2026 July 15, 2026 October 15, 2026
Submit all FINAL Fiscal and Program Closeout reports to ICJIA.	Chief Public Defender	October 30, 2026

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

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: Darren Daniels

Title: Grant Monitor

Address: 60 e Van Buren STE 650 Chicago, IL 60606

GRANTEE CONTACT

Name: Jeff York

Title: Chief Public Defender

Address: 421 N County Farm Rd Wheaton, IL 60187

GRANTEE PAYMENT ADDRESS
(If different than the address above)

Address: _____

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: Darren Daniels

Title: Grant Monitor

Address: 60 e Van Buren STE 650 Chicago, IL 60606

Phone: _____

TTY#: _____

E-mail Address: Darren.daniels@illinois.gov

GRANTEE CONTACT

Name: Jeff York

Title: Chief Public Defender

Address: 421 N County Farm Rd Wheaton, IL 60187

Phone: 630-407-8300

TTY #:_____

E-mail Address: jeff.york@dupagecounty.gov

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

Goal: Programming that will support the work of the public defender's office to result in a positive impact on the people defended, improve efficiency, and improve justice system services.	
Process Objectives - All Programs	**Performance Measures**
500 clients served by the program per quarter	# that were served
Offense class of clients served per quarter • Class 1- 6 clients • Class 2 – 50 clients • Class 3 – 40 clients • Class 4 – 60 clients • Class X – 3 clients Class A (Domestic Battery) (included in violent offense numbers below)- 200 *Estimate based on offense classes of clients expected to be served*	# of clients by each offense class served
Offense category of clients served per quarter • Violent (homicide, aggravated assault, or sexual assault, domestic battery) – 250 clients • Any firearm offense – 12 clients • Any drug offense – 25 clients • Other – 200 clients *Estimate based on offense category of clients expected to be served*	# of clients by each offense category served
Outcome Objectives	**Performance Measures**
Disposition type for clients with disposed cases per quarter • Sentence of IDOC incarceration – 0 clients • Sentence of jail incarceration – 50 clients • Sentence of probation – 75 clients • Other sentence – 150 clients	# of clients with disposed cases by disposition type
Offense category of clients served per quarter • Violent (homicide, aggravated assault, or sexual assault, domestic battery) – 250 clients • Any firearm offense – 12 clients • Any drug offense – 25 clients • Other – 200 clients Estimate based on offense category of clients expected to be served	# of clients by each offense category served

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

Goal: Programming that will support the work of the public defender's office to result in a positive impact on the people defended, improve efficiency, and improve justice system services.	
Process Objectives - Social Service/ Holistic Defense	**Performance Measures**
2000 clients will be screened/assessed by a clinician while in the first appearance pre-trial courtroom.	# of clients assessed
1500 screenings/assessments forwarded to courtroom attorney for future use	# assessments forwarded to attorneys to use in future representation
150 clients will be referred to behavioral health services	# of clients who are referred to behavioral health services
150 clients will be referred to substance misuse services	# of clients who are referred to treatment
40 clients will be referred to housing services	# of clients who are referred to housing
20 clients will be referred to victim services and trauma-informed care	# of clients who are referred to victim services
100 clients will be referred to employment services	# of clients who are referred to employment services
20 clients will be referred to education services	# of clients who are referred to education services
100 of clients receiving other services (define measurable objectives for these services below): 1. Referrals to Public Defender Mental Health Clinicians for mitigation, follow-up with assessment needs	# of clients who are referred to internal Public Defender Mental Health Clinicians for mitigation, follow-up with assessment needs

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

EXHIBIT E

SPECIFIC CONDITIONS

No Specific Conditions

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

PART TWO –GRANTOR-SPECIFIC TERMS

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

23. Definitions

"Youth" means an individual under 18 years of age.

24. Mandatory Attendance. Grantee shall attend meetings as required by Grantor.

25. Commencement of Performance.

25.1. If performance has not commenced within 60 days of the execution date of this Agreement, Grantee agrees to report by letter to Grantor the steps taken to initiate the program, the reasons for the delay, and the expected starting date.

25.2. If the program is not operational within 90 days of the execution date of this Agreement, Grantee agrees to submit a second letter to Grantor explaining the implementation delay. Grantor may at its discretion either cancel this Agreement or extend the implementation date of the program past the 90-day period.

25.3. If the program is interrupted for more than 30 days after commencement, Grantee agrees to notify Grantor in writing explaining the reasons for the interruption and the steps being taken to resume operation of the program. Grantor may, at its discretion, reduce the amount of grant funds awarded and/or terminate this Agreement if the program is interrupted for more than 90 days.

26. Budget Changes. Grantee may transfer funds among direct cost categories, however line-item transfers are capped at $50,000 and limited to 10% of the total award. Line-item transfers larger than this amount require a budget revision approval from Grantor.

27. Reporting and Evaluation Requirements.

27.1. Grantee shall submit the following reports to the Grantor:

- Performance reports for the preceding quarter relevant to the performance indicators listed in the Agreement. The quarterly progress reports are due not more than 15 days after the end of the quarter, unless another reporting schedule has been required or approved by the Grantor. and
- Fiscal reports detailing financial expenditures for the previous month. Fiscal reports shall be submitted by the 15th of every month following the first complete month of the grant period.

27.2. Grantor may give the grantee permission, in writing, to report on a quarterly schedule. Such permission can be revoked by the grantor at any time. If such permission is given, the quarterly reports should be submitted based on the following schedule:

Quarter End Date	Due Date
September 30	October 15
December 31	January 15
March 31	April 15
June 30	July 15

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

28. Timekeeping.

28.1. Grantee shall maintain the following time keeping records on-site for all grant-funded and match personnel:

A. Personnel who spend less than 100% of their time on the funded program must maintain records that accurately reflect the time the employee spends performing the program and any other duties. These records must:
   1. reflect an after-the-fact distribution of the employee's actual activity (not budgeted time);
   2. account for attendance and the daily total activity for which the employee is compensated (by all funding sources);
   3. be prepared at least monthly and coincide with one or more pay periods;
   4. be signed by the employee and approved by a supervisor having firsthand knowledge of the work performed; and
   5. be supplemented with daily attendance timesheets.

B. Personnel who spend 100% of their time on the funded program must certify on a semi-annual basis. This time certification form must:
   1. include an-after-the fact certification that 100% of the employee's time was spent in support of activities associated with the program;
   2. be signed every six months by the employee and a supervisor having firsthand knowledge of the employee's work; and
   3. be supplemented with daily attendance timesheets.

28.2. Payroll records must reflect either the after-the-fact distribution of an employee's actual activities or the certification of an employee's actual work performed.

28.3. Volunteers whose time fulfills a match requirement must complete a daily attendance timesheet or log that includes dates and hours worked on the grant program.

28.4 Grantee shall maintain a Quarterly Time Keeping Certification to Grantor with each quarterly report, or every third monthly report. The Quarterly Time Keeping Certification shall include a certification listing all employees who must maintain records as set forth in this Section, and match volunteers, including their 1) program working hours and 2) total working hours. The Quarterly Time Keeping Certification should be made available to Grantor upon request.

29. Closeout requirements. Within 30 days of the expiration date of this Agreement or any approved extension thereof the following documents must be submitted by Grantee to Grantor: (a) final financial status report; (b) final progress reports; (c) property inventory report; and (d) other documents required by Grantor.

30. Procurement Requirements and Requests for Proposals.

30.1. All procurement transactions shall be conducted by Grantee in a manner to provide, to the maximum extent practical, open and free competition. Procurement transactions include the purchasing of equipment, commodities, goods and services. Procurement transactions do not include the making of sub-grants. Grantee may use their own procurement regulations which reflect State and local law, rules, and regulations, provided that all procurements made with grant funds minimally adhere to standards established by the Illinois Procurement Code (30 ILCS 500) and 2 CFR 200.318 - 327.

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

30.2. If the Grantee's established procurement process is less competitive than the following requirements, the following more competitive requirements must be adhered to in lieu of the Grantor's procurement process per 30 ILCS 500/20-20.

- For procurements of $100,000 or less, the Grantee is encouraged to formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process. If this is not possible, the Grantee must solicit quotes or bids from at least three sources.

- For procurements over $100,000, the Grantee must utilize a competitive source selection such as formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process.

30.3. As required by Grantor, Grantee shall submit documentation regarding its procurement procedures and grant-funded purchases for Grantor review and approval to assure adherence to applicable guidelines.

30.4. Grantee may use a non-competitive procurement process under some circumstances in accordance with 2 CFR 200.320(c). Grantee must request and receive approval, in writing, from Grantor before entering into an agreement through a non-competitive procurement process.

31. Subcontracting.

31.1. Grantee shall make reasonable efforts to assure that all subcontractors adhere to the terms and conditions of this agreement. Grantor shall not be responsible for the performance, acts or omissions of any subcontractor.

31.2. Grantee shall submit documentation regarding contracts to be funded with grant funds for Grantor review and approval, to assure adherence to applicable guidelines. This includes a copy of the subcontract, Addendum to the Agreement, Required Documentation for Contractor Payment with Compensation and Rate of Pay certifications form, Sole Source Justification form, if applicable, disclosure of any Conflicts of Interest to Grantor and any other related documents requested by Grantor.

31.3. Costs under any subcontract shall only be allowed back to the date of the complete submission of the documents described in this Article except for those subcontractors approved under Article XIV or an exception under Grantor exception policy.

31.3. Approval of the use of subcontractors by Grantor does not relieve Grantee of its obligation to assure performance under this agreement. Grantee shall be responsible for the recovery of any unspent and/or misspent grant funds paid to the subcontractor by Grantee.

32. Subawards.

32.1 Grantee will monitor subawards to ensure compliance with State and/or Federal statutes, regulations, and the terms and conditions of the subaward. Approval of a subaward does not relieve Grantee of its obligation to assure performance under this Agreement.

32.2 Subawards are subject to site visits by both Grantee and Grantor, and must make available all fiscal, personnel, and programmatic data to Grantee and Grantor at either's request. Grantor reserves the right to conduct site visits of all subawards.

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

32.3 Grantee will require all subawards to submit, at a minimum, periodic performance reports and periodic financial reports to Grantee.

32.4 As Grantee awards each subaward, Grantee will forward a site visit schedule to Grantor along with any increased monitoring provisions. Any site reports created by Grantee that require a corrective action by a subaward shall be submitted to Grantor along with verification of the corrective action.

32.5 If the use of a subaward is approved by Grantor, the terms and conditions of this Agreement shall apply to and bind the party to whom such work is subawarded as fully and completely as Grantee is bound and obligated. Grantee is obligated to ensure that the terms of this Agreement are contained in any written subaward agreement.

32.6 Grantee will ensure that all subawardees have an active Unique entity Identifier (UEI); have a Federal Employer ID (FEIN); are in good standing with the Illinois Secretary of State; are not on the Illinois Stop Payment List; are not on the SAM.gov Exclusion list; and are not on the Illinois Medicaid Sanctions List.

32.7 Prior to the execution of its grant agreement, Grantee will submit their subaward monitoring protocol to Grantor for approval.

32.8 Grantee shall use a competitive bidding process for the selection of any subaward not specifically named in this Agreement.

32.9 Grantee shall conduct a programmatic risk assessment of every subaward that receives a subaward through this Agreement.

32.10 Grantee will evaluate each subaward's risk of noncompliance with federal and state statutes; regulations; rules; laws; guidelines; and conditions of this award. Grantee will impose specific conditions upon a subaward, if appropriate.

32.11 Grantee will make fiscal and programmatic technical assistance available to all subawards.

32.12 All unspent subaward funds will be returned by Grantee to Grantor within 30 days after the end of each subaward's period of performance.

32.13 Grantee will be responsible for the recovery of any unspent and/or misspent grant funds paid to the subaward by Grantee.

32.14 Grantor is not responsible for the performance, acts, or omissions of any subaward. Grantor will not mediate disputes between Grantee and subawardees.

33. Food Costs. Grantee agrees to act in accordance with Grantor's food policy for any food costs paid in whole or in part by funds under this agreement. Grantees must maintain records of actual food costs and how the food supported its program. For events, grantees must maintain records of the event, including receipts for food and other costs and the number of program participants. For emergency food provisions, grantees must maintain records of both the cost of the food provided and the program participant who received it.

34. Transportation Costs. Grantee must utilize a tracking system for any transportation costs funded by this agreement. At minimum, the tracking system must track the purpose of each trip and the cost per trip.

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

Grantee shall submit a description of the tracking system to Grantor prior to incurring any transportation costs. This section applies to costs for both staff and participants.

35. Copyrights and Patents.

35.1. If this Agreement results in a copyright, the Grantor reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this Agreement and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

35.2. If this agreement results in the production of patentable items, patent rights, processes, or inventions, Grantee shall immediately notify Grantor. Grantor will provide Grantee with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered to protect the public interest, in accordance with guidelines.

36. Management and Disposition of Equipment and Commodities.

36.1. Equipment and supplies acquired by Grantor with Grantor funds shall be used for purposes of the program described in the exhibits only. Grantee may retain the equipment and supplies acquired with grant funds as long as they serve to accomplish program purposes, whether or not the program continues to be supported by Grantor grant funds, but such determinations as to retention are within the sole discretion of Grantor. If the equipment or supplies originally purchased for the program are no longer capable of fulfilling the needs of the program and must be traded in or replaced, or there is no longer a need for the equipment or supplies, Grantee shall request instructions from Grantor.

36.2. Grantor may deny equipment and supply costs or require that Grantee relinquish already purchased equipment and supplies to Grantor if Grantee fails to employ an adequate property management system governing the use, protection, and management of such property. Grantee is responsible for replacing or repairing equipment and supplies that are willfully or negligently lost, stolen, damaged or destroyed. Grantee shall provide equivalent insurance coverage for grant funded equipment and supplies as provided for other equipment and supplies owned by Grantee. Any loss, damage or theft of equipment and supplies shall be investigated and fully documented, and immediately reported to Grantor.

36.3. Equipment purchased using Grantor funds shall be made available for inspection during site visits, and upon request of Grantor as part of its grant monitoring and oversight responsibilities.

36.4. If, for an item of equipment described in the Budget to be purchased with Grantor funds, Grantee does not have, at a minimum, a purchase order dated within 90 days after the start date of the agreement, Grantee shall submit a letter to Grantor explaining the delay in the purchase of equipment. Grantor may, in its discretion:

A. Reduce the amount of funding;
B. Cancel this agreement;
C. Allow Grantee to reallocate the funds that were allocated for such equipment to other allowable Grantor approved costs; or
D. Extend the period to purchase this equipment past the 90-day period.

37. Program Income. All income, including income resulting from asset seizures or forfeitures, generated as a direct result of the program shall be deemed program income. Program income must be used for the

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

purposes and under the conditions applicable to the use of grant funds. Program income may be used by Grantee for any purpose that furthers the objectives of the grant or deducted from the total allowable costs in accordance with Part I, 7.7. Grantee shall report and account for such program income as required by the Grantor.

38. Separate Revenue and Expenditure Accounts**.** Grantee must have an accounting system that meets the following requirements prior to receiving grant funds:

(a) Provides for the clear identification, in its accounts, of all Federal awards, State awards, and matching funds received or expended.
(b) Enables the preparation of reports required by general and program-specific terms and conditions of Grantee's awards.
(c) Allows the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes; regulations; and the terms and conditions of the Federal or State award.
(d) Requires each Federal award, State award, and matching fund revenues and expenditures to be accounted, recorded, and tracked separately by funding source.
(e) Includes classification of expenditures (e.g., personnel, commodities, equipment).
(f) Maintains a system coding or classification system that permits summarization and reporting of grant revenue and expenditures by specific accounts, programs, projects, etc.
(g) Ensures that Federal and State awarded funds and matching funds are not commingled with funds from other Federal, State, or private sources. 2 CFR 200.302.
(h) Maintain an accounting system that utilizes generally accepted standards of accounting.

Upon request, Grantor may allow Grantee to receive funds without meeting the above requirements. Such exception shall be granted in writing and Grantee shall be given no more than six (6) months after the exception to meet all requirements of this section.

39. Publications.

39.1. In addition to the requirements of Part I, Article XIX Grantee shall submit to Grantor for review, certain publications that will be issued by Grantee describing or resulting from programs or projects funded in whole or in part with grant funds, no later than 30 days prior to its printing.

39.2 The publications subject to this review are: journals and annual reports that describe how grantee has used the funding, any paid advertisement or public awareness campaign regardless of format, and any other publication that cumulatively costs more than $1000 to create or produce. These publication review requirements do not apply to press releases, flyers advertising approved program activities only, newsletters and issue analyses.

39.3. Grantor reserves the right to require the resubmission of any publication for additional review and comment, prior to its printing.

39.4. All publications shall supplement the language required by Part I, Article XIX with the following statement:

"Funding provided in whole or in part by the Illinois Criminal Justice Information Authority. *Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the State of Illinois, or the Illinois Criminal Justice Information Authority*."

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

39.5. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal grant funds, Grantee shall clearly state (1) the percentage of the total cost of the program or project which will be funded under this agreement, and (2) the dollar amount of funding for the project or program in addition to the statement required in 42.4.

39.6 Exceptions to the above requirements shall only be allowed upon Grantor's written prior approval.

40. Reporting Grant Irregularities.

40.1. Grantee shall promptly notify Grantor through their Grant Monitor when an allegation is made, or Grantee otherwise receives information, reasonably tending to show the possible existence of any irregularities or illegal acts in the administration of Grant Funds. Grantor, per its agency policy, shall determine the reasonableness of the allegation of the irregularities or illegal action and determine the appropriate course of action. Possible actions would include conducting an internal audit or other investigation or contacting the proper authorities. Illegal acts and irregularities include such matters as conflicts of interest, falsification of records or reports both data, financial and programmatic, and the misappropriation of funds or other assets.

40.2. Grantee shall inform any sub-recipient of Grantor's Grant Funds that the sub-recipient is similarly obligated to report irregularities.

40.3. Failure to report known irregularities can result in suspension of the Agreement or other remedial action. In addition, if Grantee's auditor or other staff becomes aware of any possible illegal acts or other irregularities prompt notice shall be given to Grantee's director. Grantee, in turn, shall promptly notify Grantor as described above of the possible illegal acts or irregularities. If the possible misconduct involves Grantee's director, Grantee staff member shall provide prompt notice directly to Grantor.

40.4. In addition, Grantor, if in its judgment there is a reasonable allegation of irregularity or illegal act, shall inform the Office of Justice Program's Office of the Comptroller, the Department of Justice's Office of Professional Responsibility and the Office of Inspector General, and state and local law enforcement agencies or prosecuting authorities, as appropriate, of any known violations of the law within their respective area of jurisdiction.

40.5. Known or suspected violations of any law encountered during audits, including fraud, theft, embezzlement, forgery, or other serious irregularities, must be immediately communicated to Grantor and appropriate federal, State, and local law enforcement officials.

40.6. Grantee agrees to develop and maintain a record-keeping system to document all Agreement related activities and expenditures. These records will act as the original source material for compilation of the data and all other program activity.

40.7. The reporting of any irregularities, illegal acts and the proposed or actual corrective action shall be reported to Grantor at:

Illinois Criminal Justice Information Authority
Attn: Office of General Counsel
60 E. Van Buren Street, Ste 650
Chicago, IL 60605

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

CJA.OGCreport@illinois.gov

41. Reporting Potential Fraud, Waste, or Similar Misconduct.

41.1. Grantee shall promptly refer to Grantor, via their assigned Grant Monitor, any credible evidence that a principal, employee, agent, contractor, subcontractor, or subaward has either submitted a false claim for grant funds in violation of the False Claims Act or committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving grant funds.

41.2. Potential fraud, waste, abuse or misconduct shall be reported to Grantor at:

Illinois Criminal Justice Information Authority
Attn: Office of General Counsel
60 E. Van Buren Street, Ste 650
Chicago, IL 60605
CJA.OGCreport@illinois.gov

42. Crimes of Dishonesty. Grantee shall notify Grantor as soon as practical if any of its own or any of its subawards' and/or its subcontractors' board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority is criminally charged with or convicted of theft, fraud, or any other crime involving dishonesty at any point during the period of performance of this grant. Grantor may terminate this agreement, at Grantor's sole discretion, if Grantee's or any of its subawards' and/or its subcontractors' board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority become convicted of theft, fraud, or any crime involving dishonesty.

43. Conflict of Interest in Hiring and Procurement. In addition to the requirements of Part I, Article XVII, no employee, officer, or agent of Grantee shall participate in the selection of a contractor, award of a contract, administration of a contract, or hiring of personnel supported by grant funds if a conflict of interest, real or apparent, would be involved. Grantee shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.

44. Safeguarding Constitutional Protections Related to Religion

44.1 Grantee certifies that grant and match funded services must be offered without regard to religious affiliation. Grantee also certifies that the receipt of services through the grant funded program shall not be contingent upon participation in a religious event or activity. Grant or match funds may not be used for any explicitly religious activities such as worship, religious instruction, or proselytization. Grantee may engage in inherently religious activities, but such activities must be separate in time or place from the grant funded program, and beneficiaries cannot be compelled to participate in them.

44.2 Faith-based organizations may consider religion when hiring staff if consistent with the Religious Freedom Restoration Act and other applicable laws. If the grant is funded with federal funds, Grantee must receive prior approval from the Department of Justice, Office for Civil Rights.

45. Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters. Grantee and any entity that receives a contract or subcontract with any funds under this award, may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste,

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

a. In accepting this award, Grantee –

   i. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
   ii. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to Grantor, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by Grantor.

b. If Grantee makes subawards or contracts under this award –
   i. it represents that –

      1. it has determined that no other entity that Grantee's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
      2. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

   ii. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

46. Background Checks for youth programs. Background checks are required for all program staff, independent contractors, and volunteers, including program staff, independent contractors, and volunteers for subawards and subcontractors, who have direct contact with youth before hiring or before working on the program. Grantee must have a written protocol on file requiring fingerprint-based background checks through the Illinois State Police for all persons and maintain documentation of their completion and results. The written protocol must incorporate the factors and procedures mandated by 775 ILCS 5/2-103.1. Any exception must be granted in writing by Grantor. Exceptions may include but are not guaranteed or limited to if the program model or service provision relies on staff access or credibility with at-risk populations.

47. Project Monitoring and Evaluation.

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

47.1. Project Monitoring: Grantee understands that Grantor may impose additional reporting requirements during the grant period by providing notice in writing to Grantee. Grantee agrees to report any additional information required by Grantor.

47.2. Grantor Evaluation: As required by Grantor, Grantee agrees to cooperate with Grantor's evaluation of the grant project, conducted either by Grantor or external parties.

47.3. Grantee Evaluation: Project evaluation is limited to evaluation of Grantee's project, as described in this Agreement, to determine the project's effectiveness. Grantee understands and agrees that grant and match funds cannot be used for research purposes, as defined under 45 CFR 46.102(d). Grantee will provide Grantor with aggregate project data and summary reports related to project performance, including process and outcome, and any other information, as requested by Grantor.

48. Confidentiality of Records. Grantee agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and all applicable federal guidelines and legislation without written consent from Grantor. Grantee shall notify Grantor within three (3) business days of any such request.

49. Tax Liabilities; State Agency Delinquencies. Grantee is required to file of any and all applicable tax returns. In the event that a Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor shall disburse Grant Funds only if the Grantee enters into an installment payment agreement with said tax authority and remains in good standing therewith. Grantee is required to tender a copy of any such installment payment agreement 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.

50. Compliance. Grantee agrees to comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Federal Government and Grantor in the performance of this Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

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:

51. Pre-Award Costs. Pre-award costs are authorized in accordance with 2 CFR 200.209. Pre-award costs are those incurred from the beginning of the period of performance of the grant until the execution of this grant agreement and must be in accordance with the final approved program budget. ICJIA has the right to review supporting documentation for all pre-award costs that are submitted for reimbursement on a financial report from grantees. Costs that are not in accordance with the final approved budget (necessary, reasonable, allowable, and allocable) shall be disallowed.

52. Employment eligibility verification for hiring under the award.

52.1 Grantee (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the grantee (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the grantee (or any subrecipient) who are or will be involved in activities under his award of both--

(1) this award requirement for verification of employment eligibility, and
(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance

52.2. The grantee's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

52.3. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

52.4. Rules of construction

A. For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all grantee (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

B. Employment eligibility confirmation with E-Verify
For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the grantee (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the grantee (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United
States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any grantee, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any grantee, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1)
and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email EVerify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

53. All subawards ("subgrants") must have specific federal authorization. The grantee, and any subrecipient ("subrecipient") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract"). The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

54. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000.

The grantee, and any subrecipient at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of Federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

approval required to use a noncompetitive approach in a procurement contract(if contract would exceed $250,000)), and are incorporated by reference here.

55. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the grantee or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

55.1. No discrimination, in procurement transactions, against associates of the federal government Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") – no grantee (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

55.2. The grantee's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

55.3. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

55.4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant grantee or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any grantee, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

56. Requirements pertaining to prohibited conduct related to trafficking in persons. The grantee, and any subrecipient at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of grantee, subrecipient, or individuals defined (for purposes of this condition) as "employees" of the grantee or

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

of any subrecipient.

The details of the grantee's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by grantee and subrecipient related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

57. Determination of suitability to interact with participating minors This condition applies to this award if it is indicated that a purpose of some or all of the activities to be carried out under the award (whether by the grantee, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The grantee, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

58. Conferences, Meetings, Trainings, and other events. Grantee, and any subrecipient at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

59. OJP Training Guiding Principles. Any training or training materials that Grantee develops or delivers with grant funds must adhere to the OJP Training Guiding Principles for Grantees and Subrecipients, available at https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm.

60. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42
The grantee, and any subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

61. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54
The grantee, and any subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

62. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38
The grantee, and any subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.
Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to grantee and subrecipient organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to grantees and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

63. Restrictions on "lobbying" In general, as a matter of federal law, federal funds awarded by OJP may not be used by the grantee, or any subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the grantee, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

If receiving more than $100,000 pursuant to this agreement, Grantee agrees to provide a Certification Regarding Lobbying to Grantor and, if applicable, a Disclosure of Lobbying Activities form. If a sub-contractor will receive more than $100,000 in federal funds pursuant to this agreement, Grantee will provide to Grantor a Certification Regarding Lobbying and, if applicable, a Disclosure of Lobbying Activities form signed by the sub-contractor. Grantee must provide these certifications and disclosures as required by Grantor.

Should any question arise as to whether a particular use of federal funds by grantee (or subrecipient) would or might fall within the scope of these prohibitions, grantee is to contact ICJIA for guidance, and may not proceed without the express prior written approval of ICJIA and OJP.

64. Appropriations-law Restrictions. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022) The grantee, and any subrecipient at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at https://ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a grantee (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the grantee is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

65. Reporting Potential Fraud, waste and abuse In addition to the requirements of paragraph 45, The grantee, and any subrecipients ("subrecipients") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

66. Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters. Grantee and any entity that receives a contract or subcontract with any funds under this award, may not require any

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

a. In accepting this award, Grantee –

   i. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
   ii. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to Grantor, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by Grantor.

b. If Grantee makes sub-awards or contracts under this award –
   i. it represents that –

      1. it has determined that no other entity that Grantee 's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
      2. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

   ii. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

67. Prohibition on Reprisals. The grantee and any sub-grantee, must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. The grantee and any sub-grantee also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the grantee is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

68. Text Messaging While Driving. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages grantees and subrecipients

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct awareness, and other outreach to decrease crashes caused by distracted drivers.

69. Justice Information Sharing. Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The grantee (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https:/ / it.ojp.gov/ gsp_grantcondition. The grantee (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information or provide detailed justification for why an alternative approach is recommended.

70. Compliance with 28 C.F.R. Part 23. With respect to any information technology system funded or supported by funds under this award, Grantee (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, Grantee may be fined as per 42 U.S.C. 3789g(c)-(d). Grantee may not satisfy such a fine with federal funds.

71. Protection of human research subjects. The grantee (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

72. Confidentiality of Records.

The grantee (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The grantee further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

73. Submission of eligible records relevant to the National Instant Background Check System Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if Grantee (or any subrecipient) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the Grantee (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS relevant "eligible records".

74. Required attendance at BJA-sponsored events Grantee and any subrecipient must participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.

75. Compliance with National Environmental Policy Act and Related Statutes.

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

Upon request, the grantee (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the grantee or by a subrecipient. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the grantee agrees to contact BJA.

The grantee understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the grantee, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at https://bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subrecipients' existing programs or activities that will be funded by these award funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

76. Establishment of trust. If award funds are being drawn down in advance, the grantee (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Grantees (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The grantee also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

77. Required Data on Law Enforcement Agency Training. Grantee agrees, that if it is a law enforcement agency, it will submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

78. Controlled expenditures.

78.1. *Prior Written Approval Required*. Award funds may not be used for items that are listed on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, without explicit written prior approval from BJA. The Controlled Expenditure List, and instructions on how to request approval for purchase or acquisitions are set out at https://www.bja.gov/funding/JAGControlledPurchaseList.pdf

78.2. *Incident Reporting*. If Grantee uses award funds to purchase or acquire any item on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, the agency must collect and retain (for at least 3 years) certain information about the use of-- (1) any federally-acquired Controlled Equipment in the agency's inventory, and (2) any other controlled equipment in the same category as the federally-acquired controlled equipment in the agency's inventory, regardless of source; and Grantee must make that information available to BJA upon request. Details about what information must be collected and retained are set out at https://ojp.gov/docs/LEEquipment-WG-Final-Report.pdf.

78.3. *Sale of items on Controlled Expenditure List*. Grantee understands and agrees that, notwithstanding 2 CFR § 200.313, no equipment listed on the Controlled Expenditure List that is purchased under this award may be transferred or sold to a third party, except as described below:

a. Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to a Law Enforcement Agency (LEA) after obtaining prior written approval from BJA. As a condition of that approval, the acquiring LEA will be required to submit information and certifications to BJA as if it was requesting approval to use award fund for the initial purchase of items on the Controlled Expenditure List.

b. Agencies may not transfer or sell any riot helmets or riot shields purchased under this award.

c. Agencies may not transfer or sell any Controlled Equipment purchased under this award to non-LEAs, with the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such transfer or sale is finalized, the agency must obtain prior written approval from BJA. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings must be removed prior to transfer or sale.

d. Grantee must notify BJA prior to the disposal of any items on the Controlled Expenditure List purchased with award funds, and must abide by any applicable laws (including regulations) in such disposal.

78.4. *Prohibited or Controlled Expenditures - Effect of Failure to Comply*. Failure to comply with an award condition related to prohibited or controlled expenditures may result in denial of any further approvals of controlled expenditures under this or other federal awards.

78.5. *Controlled expenditures – Standards*. Grantee understands that, pursuant to recommendation 2.1 of Executive Order 13688, law enforcement agencies that acquire controlled equipment through

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

Federal programs must adopt robust and specific written policies and protocols governing General Policing Standards and Specific Controlled Equipment Standards. General Policing Standards includes policies on (a) Community Policing; (b) Constitutional Policing; and (c) Community Input and Impact Considerations. Specific Controlled Equipment Standards includes policies specifically related to (a) Appropriate Use of Controlled Equipment; (b) Supervision of Use; (c) Effectiveness Evaluation; (d) Auditing and Accountability; and (e) Transparency and Notice Considerations. Upon Grantor's or OJP's request, Grantee agrees to provide a copy of the General Policing Standards and Specific Controlled Equipment Standards, and any related policies and protocols.

79. Nondiscrimination.

79.1 Grantee certifies that it will not engage in any prohibited discrimination based on any race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, pregnancy, physical or mental disability, military status, sexual orientation, gender identity, or unfavorable discharge from military service. Grantee understands that federal and state statutes and regulations applicable to awards made by Grantor include civil rights and nondiscrimination requirements and Grantee certifies that it will abide by those requirements. Specifically, those requirements as found in:

a. The applicable statutes pertaining to civil rights contained in section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);

b. The applicable statutes pertaining to nondiscrimination contained in section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of Juvenile Justice and delinquency Prevention Act of 1974, as amended; Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132; and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

c. The DOJ regulations on the Partnerships with Faith-Based and Other Neighborhood Organizations (Executive Order 13,559 and 28 C.F.R. pt. 38), DOJ Implementing Regulations as found in 28 C.F.R. pt. 42, 28 C.F.R. pt 31, 28 C.F.R. pt 35, 28 C.F.R. pt 38 and 28 C.F.R. pt 94;

d. The Illinois Human Rights Act (775 ILCS 5), The Public Works Employment Discrimination Act (775 ILCS 10), The Illinois Environmental Barriers Act (410 ILCS 25); and

e. Any other applicable Federal, State, or local civil rights or nondiscrimination laws.

79.2 Grantee certifies it shall comply with such guidance regarding civil rights matters as may be issued by Grantor and the United States Department of Justice, Office of Justice Programs, Office for Civil Rights. Grantee agrees to have written sexual harassment policies which satisfy the requirements set forth in the Illinois Human Rights Act. (775 ILCS 5)

79.3 National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI of the Civil Rights Act of 1964 and the Safe Streets Act, Grantee is required to take reasonable steps to ensure that LEP persons have meaningful access to programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary.

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

79.4 Faith-Based and Community Organizations that statutorily qualify as eligible applicants under OJP programs are invited and encouraged to apply for assistance awards and will be considered for awards on the same basis as any other eligible applicants and, if they receive assistance awards, will be treated on an equal basis with all other grantees in the administration of such awards. No eligible applicant will be discriminated against on the basis of its religious character or affiliation, religious name, or the religious composition of its board of directors or persons working in the organization.

79.5 In the event that a Federal or State court or a Federal, State, or local administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against Grantee, or any sub-grantee or contractor of Grantee, Grantee will forward a copy of the finding to Grantor within five (5) business days of said finding. If applicable, Grantor will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

79.6 Grantee shall designate a Civil Rights Coordinator to serve as a liaison for all civil rights related matters. The Civil Rights Coordinator need not be grant funded. Grantee shall promptly notify Grantor of any change regarding the designated Civil Rights Coordinator.

79.7 Grantee's Civil Rights Coordinator and any program staff and match volunteers who have direct contact with program beneficiaries shall complete annual civil rights training as required and approved by Grantor.

79.8 Grantee shall provide notice to employees and beneficiaries regarding applicable civil rights laws and the procedure for filing a complaint with Grantor and appropriate federal and state agencies. Grantee shall promptly notify Grantor, via its assigned Grant Monitor, of any complaints of prohibited discrimination or harassment filed with Grantee regarding grant employees, beneficiaries, or potential beneficiaries. Grantee shall fully cooperate in any investigation regarding an allegation of prohibited discrimination.

79.9 Grantee shall complete a Civil Rights Compliance Questionnaire as required by Grantor.

79.10 Grantee will require subrecipients and subcontractors to comply with all applicable civil rights and nondiscrimination statutes and regulations.

80. Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; unallowable costs; notification.

1. If the grantee is a "State," a local government, or a "public" institution of higher education:

A. The grantee may not obligate award funds if, at the time of the obligation, the "program or activity" of the grantee (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded wholly or partly with award funds is subject to any "information-communication restriction."

B. Also, with respect to any project costs it incurs "at risk," the grantee may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the grantee (or of any subrecipient, at any tier, described in par. 1.A of this condition) that would be reimbursed wholly or partly with award funds was subject to any information-communication restriction.

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

C. Any drawdown of award funds by the grantee shall be considered, for all purposes, to be a material representation by the grantee to OJP that, as of the date the grantee requests the drawdown, the grantee and each subrecipient (regardless of tier) described in par. 1.A of this condition, is in compliance with the award condition entitled "Noninterference (within the funded 'program or activity') with federal law enforcement: information-communication restrictions; ongoing compliance."

D. The grantee must promptly notify OJP (in writing) if the grantee, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the grantee, or of any subrecipient (at any tier) described in par. 1.A of this condition, may be subject to any information-communication restriction. Also, any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.

2. Any subaward (at any tier) to a subrecipient described in par. 1.A of this condition must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the grantee at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the grantee despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the grantee that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "Noninterference ... information-communication restrictions; ongoing compliance" award condition.

4. Rules of Construction
A. For purposes of this condition "information-communication restriction" has the meaning set out in the "Noninterference ... information-communication restrictions; ongoing compliance" condition.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... information-communication restrictions; ongoing compliance" condition are incorporated by reference as though set forth here in full.

81. Noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions: ongoing compliance.

1. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the period of performance, no State or local government entity, -agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status to/from DHS; or (2) a government entity or -agency from sending, requesting or receiving, or exchanging information regarding immigration status to/from/with DHS, or from maintaining such information. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. The grantee's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the grantee, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(5) “DHS” means the U.S. Department of Homeland Security.

B. Nothing in this condition shall be understood to authorize or require any grantee, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to the OJP, before award acceptance.

82. Nonintereference (within the funded “program activity”) with federal law enforcement: No public disclosure of certain law-enforcement-sensitive information

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the grantee accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no public disclosure may be made of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 --without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

2. Monitoring

The grantee's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs
To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law-enforcement information" means law-enforcement-sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law-enforcement-sensitive information" means records or information compiled for any law enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the grantee, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.

83. <u>No use of funds to interfere with federal law enforcement: No disclosure of certain law-enforcement sensitive information</u>

SCOPE. This condition applies as of the date the grantee accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no funds under this award may be used to make any public disclosure of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

2. Monitoring

The grantee's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law-enforcement information" means law-enforcement-sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law-enforcement-sensitive information" means records or information compiled for any law enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the grantee, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.

84. Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies with respect to the "program or activity" funded (wholly or partly) by this award, as of the date the grantee accepts the award, and throughout the rest of the award period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations--including 8 USC 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain" in the U.S., and 8 CFR 287.5(a), under which that power may be exercised "anywhere in or outside" the U.S.--within the funded program or activity, no State or local government entity, -agency, or - official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The grantee's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under sec. 101 of the Immigration and Nationality Act (INA) (8 USC 1101(a)(3)), except that, with respect to a juvenile offender, it means "criminal alien."

(2) The term "juvenile offender" means what it means under 28 CFR 31.304(f) (as in effect on Jan. 1, 2020).

(3) The term "criminal alien" means, with respect to a juvenile offender, an alien who is deportable on the basis of-

(a) conviction described in 8 USC 1227(a)(2), or

(b) conduct described in 8 USC 1227(a)(4).

(4) The term "conviction" means what it means under 8 USC 1101(a)(48). (Adjudication of a juvenile as having committed an offense does not constitute "conviction" for purposes of this condition.)

(5) The term "correctional facility" means what it means under 34 USC 10251(a)(7)) as of January 1, 2020.

(6) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that-

(a) is designed to prevent or to significantly delay or complicate, or

(b) has the effect of preventing or of significantly delaying or complicating.

(7) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(8) A "public" institution of higher education is one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

(9) "Program or activity" means what it means under 42 USC 2000d-4a.

B. Nothing in this condition shall be understood to authorize or require any grantee, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

85. Pre-Award Costs. Pre-award costs are authorized in accordance with 2 CFR 200.209. Pre-award costs are those incurred from the beginning of the period of performance of the grant until the execution of the grant agreement and must be in accordance with the final approved program budget. ICJIA has the right to review supporting documentation for all pre-award costs that are submitted for reimbursement on a financial report from grantees. Costs that are not in accordance with the final approved budget (necessary, reasonable, allowable, and allocable) shall be disallowed.

86. Requirement to report actual or imminent breach of personally identifiable information (PII). The grantee (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

87. Safe policing and law enforcement subrecipients. If this award is a discretionary award, the recipient agrees that it will not make any subawards to State, local, college, or university law enforcement agencies unless such agencies have been certified by an approved independent credentialing body or have started the certification process. To become certified, law enforcement agencies must meet two mandatory conditions: (1) the agency's use of force policies adhere to all applicable federal, state, and local laws; and (2) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law. For detailed information on this certification requirement, see https://cops.usdoj.gov/SafePolicingEO.

88. Requirements of the award; remedies for non-compliance or for materially false statements. The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

89. Requirement for data on performance and effectiveness under the award. The grantee must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

90. Requirements related to "de minimis" indirect cost rate. A grantee that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

91. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ. If the grantee is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

92. Compliance with DOJ Grants Financial Guide. References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The grantee agrees to comply with the DOJ Grants Financial Guide.

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

93. Potential imposition of additional requirements. The grantee agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

94. Reclassification of various statutory provisions to a new Title 34 of the United States Code. On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

    Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

95. Requirements related to System for Award Management and Universal Identifier Requirements. The grantee must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

    The grantee also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

    The details of the grantee's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

    This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

96. Requirement to report potentially duplicative funding. If the grantee currently has other active awards of federal funds, or if the grantee receives any other award of federal funds during the period of performance for this award, the grantee promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the grantee must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

97. Cooperating with OJP Monitoring. The grantee agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The grantee agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

related to any subawards made under this award. Further, the grantee agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the grantee's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the grantee's access to award funds; referral to the DOJ OIG for audit review; designation of the grantee as a DOJ High Risk grantee; or termination of an award(s).

98. Use of program income. Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

99. Confidentiality of data. The grantee (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

100. Justification of consultant rate. Approval of this award does not indicate approval of any consultant rate in excess of $650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

101. "Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions. The grantee's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at CivilRightsMOA@usdoj.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

    The details of the grantee's obligations related to Methods of Administration are posted on the OJP web site at https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

102. The grantee understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The grantee further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

103. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS. The grantee must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

    The details of grantee obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

system (currently, "FAPIIS") within SAM are posted on the OJP web site at https://ojp.gov/funding/FAPIIS.htm (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

104. Withholding - Certification with respect to Federal taxes - award exceeding $5 million (updated Aug. 2017).

The grantee may not obligate, expend, or draw down any funds under this award until it has submitted to the program manager, in a format acceptable to OJP, a formal written certification directed to OJP and executed by an official with authority to sign on behalf of the grantee, that the grantee (unless an exemption applies by operation of law, as described below)-- (1) has filed all Federal tax returns required for the three tax years immediately preceding the tax year in which the certification is made; (2) has not been convicted of a criminal offense under the Internal Revenue Code of 1986; and (3) has not, more than 90 days prior to this certification, been notified of any unpaid federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding; and until an Award Condition Modification (ACM) has been issued to remove this condition.

105. FFATA reporting: Subawards and executive compensation. The grantee must comply with applicable requirements to report first-tier subawards ("subgrants") of $30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the grantee and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of grantee obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than $30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

106. Required monitoring of subawards. The grantee must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the grantee is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

107. Avoidance of duplication of networks. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

108. Law enforcement task forces - required training. Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

109. All State and Local JAG grantee must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two ($25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than $25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the grantee must provide data that measure the results of its work. The grantee must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

110. Expenditures prohibited without waiver. No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

111. Effect of failure to address audit issues. The grantee understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the grantee does not satisfactorily and promptly address outstanding issues from audits required by Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

112. The award grantee agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

113. The grantee agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provisions of any information required for the assessment or evaluation of any activities within this project.

114. Authorization to obligate (federal) award funds to reimburse certain project costs incurred after October 1, 2021. The grantee may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2021), however, the grantee may choose to incur project costs using non-federal funds, but any such project costs are incurred at the grantee's risk until, at a minimum – (1) the grantee makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by the OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the grantee from obligating, expending, or drawing down all or a portion of the award funds until the

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if an when the grantee makes a valid acceptance of this award and OJP removed each applicable withholding condition through an Award Condition Modification (ACM), the grantee is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable under the award.

115. If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

116. Grantees utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (https://www.justice.gov/olp/page/file/1204386/download), and must collect and report the metrics identified in Section IX of that document to BJA.

117. Prohibition on use of award funds for match under BVP program. JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

118. Certification of body armor "mandatory wear" policies, and compliance with NIJ standards. If grantee uses funds under this award to purchase body armor, the grantee must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The grantee must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In additional, ballistic-resistant and stab resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1(A). The latest NIJ standard information an the NIJ Compliance Body Armor List may be found by following the links located on the NIJ Body Armor page: https://nij.ojp.gov/topics/equipment-and-technology/body-armor

119. Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by the State courts and United States courts (including the

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of the constitutional rights, at a minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at not expense to the government; pre-deprivation and post deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including by not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and the United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at a minimum, prevent reliance upon evidence that us unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

120. The grantee agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft (UAS), which include unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

121. BJA-JAG-Withholding for Chief Executive Certification. Withholding of funds: Required certification from the chief executive of the applicant government

    The grantee may not expend or draw down any award funds until the grantee submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and an Award Condition Modification has been issued to remove this condition.

122. High risk: Withholding – Completion of "OJP financial management and grant administration training required.
    The grantee may not obligate, expend, or draw down funds under this award until – (1) OJP determines that the recipient's Grant Award Administrator and all Financial Managers for this award have successfully completed an "OJP financial management and grant administration training" on or after October 15, 2020, and (2) OJP issues an Award Condition Modification (ACM) to modify or remove this award condition.

    Once both the Grant Award Administrator and all Financial Managers have successfully completed the training required by this condition, the grantee may contact the designated grant manager for the award to request initiation of an ACM to remove this condition.

    A list of the OJP trainings that OJP will consider an "OJP financial management and grant administration training" for purposes of this condition is available at https://ojp.gov/training/fmts.htm. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

123. BJA – JAG – Withholding of funds for program narrative.

    Withholding of funds: Program narrative

    The grantee may not expend or draw down any award funds until the recipient submits, and OJP reviews and accepts, the program narrative for this award, and an Award Certification Modification has been issued to remove this condition.

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

124. High rise: On-site monitoring. The grantee understands that it will be subject to additional financial and programmatic on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring.

125. BJA-JAG-SORNA Appeal Limits. The grantee acknowledges that final agency decision made by DOJ that grantee's jurisdiction did not substantially implement the Sex Offender registration and Notification Act (Public Law 109-248, "SORNA") before the deadline, and understands that, as a result of that final agency decision, the amount of this JAG award was reduced, pursuant to 34 U.S.C. 20927. By accepting this specific award, the recipient voluntarily agrees that if it elects to file a judicial appeal of that final agency decision, which was integral in determining this particular funding amount, no such appeal may commence more than 6 months after the date of acceptance of this award.

126. In accepting this award, the grantee agrees that the grant funds cannot be used for Facial Recognition Technology (FRT) unless the grantee has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Grantees utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

127. The grantee agrees to address outstanding issues from audit report number TO-50-21-005. The grantee may not obligate, expend, or draw down funds under this award until outstanding audit issues have been satisfactorily addressed, or the Director of the OJP Office of Audit, Assessment and Management (OAAM), for good cause shown, issues prior written approval for a partial or total release of this condition, and a Grant Award Modification (GAM) has been issued to modify or remove this award condition.

The remainder of this page is intentionally left blank.

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

STATE OF ILLINOIS	UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)	AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: County of Dupage	**UEI: W7KRN7E54898**	**NOFO ID: 2094-0625**	**Grant #: 422091**
CFSA Number: 546-**00-2094**	**CSFA Short Description: Public Defender Services**	**State Fiscal Year(s): FY26-27**	**Project Period: 10-1-25-9-30-26**

All applicants must complete the cells highlighted in blue. The remaining cells will be automatically filled as you complete the Budget Worksheets. Eligible applicants requesting funding for only one year should complete the column under " Year 1." ***Please read all instructions before completing form.***

SECTION A -- FEDERAL/STATE OF ILLINOIS FUNDS

Revenues	Year 1			
(a). State of Illinois Grant Amount Requested	$ 50,250			

BUDGET SUMMARY - FEDERAL/STATE OF ILLINOIS FUNDS

Budget Expenditure Categories *OMB Uniform Guidance Federal Awards Reference 2 CFR 200*	Year 1			
1. Personnel (Salaries & Wages) 200.430	$ -			
2. Fringe Benefits 200.431	$ -			
3. Travel 200.474	$ -			
4. Equipment 200.439	$ -			
5. Supplies 200.94				
6. Contractual Services *(200.318)* & Subawards *(200.92)*	$ 50,250			
16. Total Direct Costs (lines 1-15) 200.413	$ 50,250			
17. Indirect Costs* (see below) 200.414				
Rate: % Base: $	$ -			
18. Total Costs State Grant Funds (lines 16 and 17)	$ 50,250			

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

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.

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.

NOTE: (If this option is selected, please provide basic Negotiated Indirect Cost Rate Agreement information in area designated below)

Your Organization may not have a Federally Negotiated Indirect Cost Rate Agreement. Therefore, in order for your Organization to be reimbursed for 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 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois Awards.

C. Use a Restricted Rate designated by programmatic or statutory policy. ***(See Notice of Funding Opportunity for Restricted Rate Programs)***

2a) ☐ Our Organization currently has a Negotiated Indirect Cost Rate Agreement 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 six (6) months after the close of each fiscal year (2 CFR 200 Appendix IV (C)(2)(c).

NOTE: (If this option is selected, please provide basic Indirect Cost Rate information in area designated below)

2b) ☐ Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement 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 and, in no event, later than three (3) months after the effective date of the State award (2 CFR 200 Appendix IV (C)(2)(b). The initial ICRP will be sent to the State of Illinois' Indirect Cost Unit.

NOTE: (Check with your State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated)

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 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards (2 CFR 200.414 (c)(4)(f) & (200.68).

NOTE: (Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs)

4) ☐ For Restricted Rate Programs (check one) -- Our Organization is using a restricted indirect cost rate that:

☐ Is included as a "Special Indirect Cost Rate" in our NICRA (2 CFR 200Appendix IV (5) Or;

☐ Complies with other statutory policies *(please specify)* :

The Restricted Indirect Cost Rate is _____%

5) ☑ No reimbursement of Indirect Cost is being requested. *(Please consult your program office regarding possible match requirements)*

Basic Negotiated Indirect Cost Rate Agreement information if Option (1) or (2a) is selected

Period Covered by the NICRA: _____

Approving Fed/State Agency (please specify): _____

The Indirect Cost Rate is: _____%

The Distribution Base is: _____

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

STATE OF ILLINOIS	UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)	AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: County of Dupage	UEI: W7KRN7E54898	NOFO ID: 2094-0625	Grant #: 422091
CFSA Number: 546-00-2094	CSFA Short Description: Public Defender Services	State Fiscal Year(s): FY26-27	Project Period: 10-1-25-9-30-26

If you are required to provide or volunteer to provide cost-sharing, matching funds, other funding or contributions to the project, these should be shown for each applicable budget category. All applicants must complete the cells highlighted in blue. The remaining cells will be automatically filled as you complete the Budget Worksheets. Eligible applicants requesting funding for only one year should complete the column under " Year 1." ***Please read all instructions before completing form.***

SECTION B -- MATCH FUNDS

Program Revenues	Year 1			
Grantee Match Requirement: ___% *(ICJIA to populate only if match is required)*				
(b). -Cash				
(c). -Non-cash				
(d). Other Funding & Contributions				
NON-STATE Funds Total	$ -			

BUDGET SUMMARY MATCH FUNDS

Budget Expenditure Categories *OMB Uniform Guidance Federal Awards Reference 2 CFR 200*	Year 1			
1. Personnel (Salaries & Wages) 200.430	$ -			
2. Fringe Benefits 200.431	$ -			
3. Travel 200.474	$ -			
4. Equipment 200.439	$ -			
5. Supplies 200.94	$ -			
6. Contractual Services *(200.318)* & Subawards *(200.92)*	$ -			
16. Total Direct Costs (lines 1-15) 200.413	$ -			
17. Indirect Costs* (see below) 200.414				
Rate: _____ % Base: _____	$ -			
18. Total Costs NON-ICJIA (Match) Funds (lines 16 and 17)	$ -			

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

STATE OF ILLINOIS	UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)	AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: County of Dupage	UEI: W7KRN7E54898	NOFO ID: 2094-0625	Grant #: 422091
CFSA Number: 546-00-2094	CSFA Short Description: Public Defender Services	State Fiscal Year(s): FY26-27	Project Period: 10-1-25-9-30-26

Note: Please see ICJIA Specific Instructions tab for additional information about filling out this sheet.

(2 CFR 200.415)

"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). "

Implementing Agency		Program Agency
County of Dupage	County of Dupage	County of DuPage
Name of Applicant Institution/Organization	Name of Applicant Institution/Organization	Institution/Organization
_____	_____	_____
Signature	Signature	Signature
Jeffrey Martynowicz	Deborah Conroy	Jeff York
Name of Official	Name of Official	Name of Official
Chief Financial Officer (or equivalent)	Chairman	Chief Public Defender
Title	Title	Title
Chief Financial Officer (or equivalent)	Executive Director (or equivalent)	Executive Director (or equivalent)
_____	_____	_____
Date of Signature	Date of Signature	Date of Signature

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 behalf of the organization.

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

FFATA Data Collection Form (See instructions below to determine if this form needs to be completed)

Under FFATA, any implementing agency that receives $25,000 or more from federal funds for this award must provide the following information for federal reporting. Please fill out the following form accurately and completely. To confirm whether federal funds are part of this award, please refer to the CFDA number on the Notice of Funding Opportunity. If there is no CFDA number, then this award does not include federal funds.

Grantee (or Subgrantee) DUNS:	135836026						
Grantee (or Subgrantee) Name:	Dupage County Health Department						
Grantee (or Subgrantee) DBA:	Dupage County Health Department						
Grantee (or Subgrantee) Address:	421 N County Farm Rd						
City:	Wheaton	**State:**	IL	**Zip+4:**	60187-4354	**Congressional District:**	3
Grantee (or Subgrantee) Principal Place of Performance:							
City:	Wheaton	**State:**	IL	**Zip+4:**	60187-4354	**Congressional District:**	3
422091	Award Amount:	$	50,250	10-1-25-9-30-26			
State of Illinois Awarding Agency: Illinois Criminal Justice Information Authority							
CSFA Short Description: Public Defender Services							

Under certain circumstances, grantee (or subgrantee) must provide names and total compensation of its top 5 highly compensated officials. Please answer the following two questions and follow the instructions:

Q1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches and all affiliates worldwide) receive (1) 80% or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements and (2) $25,000,000 or more in annual gross revenue from U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements?

Yes ☐ If yes, must answer Q2 below.

No ☑ If no, you are not required to provide data.

Q2. Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (5 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986 (i.e., on IRS Form 990)?

Yes ☑ If yes, you are not required to provide data.

No ☐ If no, you must provide the data. Please fill out the rest of this form.

Please provide names and total compensation of the top five officials:

Name:		Amount:	
Name:		Amount:	
Name:		Amount:	
Name:		Amount:	
Name:		Amount:	

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

Implementing Agency Name: County of Dupage

Grant #: 422091

Section C - Budget Worksheet & Narrative

1). Personnel (Salaries & Wages) *(2 CFR 200.430)* --List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project and length of time working on the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives in the narrative space provided below. Also, provide a justification and description of each position (including vacant positions). Relate each position specifically to program objectives. Personnel cannot exceed 100% of their time on all active projects.

Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.

Name	Position	Computation				Federal/State Amount	Match	Total Cost
		Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Quantity (based on Yr/Mo/Hr)			
N/A								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
					Total	$ -	$ -	$ -

Personnel Narrative:

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

Implementing Agency Name: County of Dupage

Grant #: 422091

Section C - Budget Worksheet & Narrative

2). Fringe Benefits (2 CFR 200.431)--Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in category (1) direct salaries and wages, and only for the percentage of time devoted to the project. Provide the name of the fringe benefit (i.e., Retirement, Insurance, Worker's Comp, etc), the fringe benefit rate, and a clear description of how the computation of fringe benefits was done. Provide both the annual (for multiyear awards) and total. If a fringe benefit rate is not used, show how the fringe benefits were computed for each position. The budget justification should be reflected in the budget description. Elements that comprise fringe benefits should be indicated.

Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.

Name	Position	Fringe Costs								Federal/State Amount	Match	Total Cost
		Calculated Salary	FICA	Other (Please specify)	Other (Please specify)	Other (Please specify)	Other (Please specify)	Other (Please Specify)	Flat Rate Fringe (If applicable)			
			7.6500%									
N/A		$ -	$ -	$ -	$ -	$ -	$ -	$ -				$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -				$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -				$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -				$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -				$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -				$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -				$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -				$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -				$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -				$ -
										$ -	$ -	$ -

Fringe Narrative:

Section C - Budget Worksheet & Narrative

3). Travel *(2 CFR 200.474)*-- Travel should include: origin and destination, estimated costs and type of transportation, number of travelers, related lodging and per diem costs, brief description of the travel involved, its purpose, and explanation of how the proposed travel is necessary for successful completion of the project. In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and unit cost involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate source of Travel Policies applied, Applicant or State of Illinois Travel Regulations. **NOTE:** Dollars requested in the travel category should be for staff travel only. Travel for consultants should be shown in the contractual category along with the consultant's fee. Travel for training participants, advisory committees, review panels and etc., should be itemized the same way as indicated above and placed in the "Miscellaneous" category.

Column G ("Basis") defines the quantity being measured. For example, if your expense is two nights in a hotel, the basis is "Nights." If the expense is 300 miles, the basis is "Miles."

Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.

Purpose of Travel (brief description)	Location	Computation						Federal/State Amount	Match	Total Cost
		Items	Cost Rate	Quantity	Basis	# Staff	# of Trips			
N/A										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
							Total	$ -	$ -	$ -

Travel Narrative:

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

Implementing Agency Name: County of Dupage

Grant #: 422091

Section C - Budget Worksheet & Narrative

4). Equipment *(2 CFR 200.439)* -- Provide justification for the use of each item and relate them to specific program objectives. Provide both the annual (for multiyear awards) and total for equipment. Equipment is defined as an article of tangible personal property that has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000. An applicant organization may classify equipment at a lower dollar value but cannot classify it higher than $5,000. (Note: Organization's own capitalization policy for classification of equipment can be used). Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.

Item	Computation			Federal/State Amount	Match	Total Cost
	Quantity	Cost	Pro-Rated Share (Put 100% if cost is not pro-rated)			
N/A						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
			Total	$ -	$ -	$ -

Equipment Narrative:

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

Implementing Agency Name: County of Dupage

Grant #: 422091

Section C - Budget Worksheet & Narrative

5). Supplies *(2 CFR 200.94)* --List items by type (office supplies, postage, training materials, copying paper, and other expendable items such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.

Supply Items	Computation			Federal/State Amount	Match	Total Cost
	Quantity/ Duration	Cost	Pro-Rated Share (Put 100% if cost is not pro-rated)			
N/A						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
			Total	$ -	$ -	$ -

Supplies Narrative:

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

Section C - Budget Worksheet & Narrative

6). Contractual Services *(2 CFR 200.318)* **& Subawards** *(200.92)* **--** Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. Federal rules require a separate justification must be provided for sole source contracts in excess of $150,000 *(See 2 CFR 200.88)* . **However, ICJIA has additional requirements for sole source contracts of other amounts. The applicant must contact the ICJIA grant monitor or program adminsitrator for additional information.** This budget category may include **subawards**. Provide separate budgets for each subaward or contract, regardless of the dollar value and indicate the basis for the cost estimates in the narrative. Describe products or services to be obtained and indicate the applicability or necessity of each to the project.

Please also note the differences between subaward, contract, and contractor (vendor):

1) Subaward (200.92) means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal/State award, including a portion of the scope of work or objectives. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal/State program.
2) Contract (200.22) means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.
3) "Vendor" or "Contractor" is generally a dealer, distributor or other seller that provides services in support of the project activities. This can include utilities, leases, computing costs, audit costs, and similar types of costs.

Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.

Description	Computation				Federal/State Amount	Match	Total Cost
	Cost per Basis	Basis	Length of Time	Pro-Rated Share (Put 100% if cost is not pro-rated)			
Position- Community Support Specialist	$ 40,250.00	annual	1	100.00%	$ 40,250		***$ 40,250***
Travel-rides via taxi/uber services	$ 10,000.00	annual	1	100.00%	$ 10,000		***$ 10,000***
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
				Total	***$ 50,250***	***$ -***	***$ 50,250***

Contractual Narrative:

- Position - We would be partnering (contracting) with the DuPage County Health Department, who will supply a Community Support Specialist 20 hours per week. This person would work in cooperation with Assistant Public Defenders in the mornings, M-F, when most pre-trial cases are heard in court daily. They would only work during the week at this point, so these services would not be availabel on weekends or holidays. This amount covers salary, fringe, and other costs associated with the position.
  For the travel line, this would cover the costs of clients getting to appointments and services referered, if needed. Transportation is a large barrier to service in DuPage County with our clients. The costs reflect approximately 200 rides provided using a taxi or uber service, based on the distance it takes to cross the county, approximately $50 per round trip ride.

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

Section C - Budget Worksheet & Narrative

16). Indirect Cost *(2 CFR 200.414)* --Provide the most recent indirect cost rate agreement information with the itemized budget. The applicable indirect cost rate(s) negotiated by the organization with the cognizant negotiating agency must be used in computing indirect costs (F&A) for a program budget. The amount for indirect costs should be calculated by applying the current negotiated indirect cost rate(s) to the approved base(s). After the amount of indirect costs is determined for the program, a breakdown of the indirect costs should be provided in the budget worksheet and narrative below.

Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.

Description	Computation		Federal/State Amount	Match	Total Cost
	Base	Rate			
N/A					$ -

Indirect Cost Narrative:

This is to certify that I have reviewed the indirect cost rate proposal and grant agreement budget, and to the best of my knowledge and belief:

(1) The costs included in the proposal to establish the final indirect costs rate for this project period are not listed in the budget as a direct cost.
(2) The indirect costs charged to this grant agreement are not included as direct costs in a different grant agreement with the Criminal Justice Information Authority (Authority) or any other grantor.
(3) The direct costs listed in this budget are not charged as indirect costs in a different grant agreement with the Authority or any other grantor.

Violation of this certification may result in a range of penalties, including suspension of funds under this program, termination of this agreement, suspension or debarment from receiving future grants, recoupment of monies provided under this grant, and all remedies allowed under the Illinois Grant Recovery Act (30 ILCS 708/1 et seq.)

County of DuPage
Institution/Organization

_____
Signature

Jeffrey Martynowicz
Name of Official

Title
Chief Financial Officer (or equivalent)

_____
Date of Signature

County of DuPage
Institution/Organization

_____
Signature

Deborah Conroy
Name of Official

Director
Title
Executive Director (or equivalent)

_____
Date of Signature

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

Section C - Budget Worksheet & Narrative

Budget Summary--When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-Statel funds that will support the project.

Budget Category	*Federal/State Amount*	*Match Amount*	*Total Amount*
1. Personnel	*$ -*	*$ -*	*$ -*
2. Fringe Benefits	*$ -*	*$ -*	*$ -*
3. Travel	*$ -*	*$ -*	*$ -*
4. Equipment	*$ -*	*$ -*	*$ -*
5. Supplies		*$ -*	
6. Contractual Services	*$ 50,250.00*	*$ -*	*$ 50,250.00*
16. Indirect Costs	*$ -*	*$ -*	*$ -*
TOTAL PROJECT COSTS	*$ 50,250.00*	*$ -*	*$ 50,250.00*

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

ICJIA Agency Approval	STATE OF ILLINOIS UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)	AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: County of Dupage	UEI: W7KRN7E54898	NOFO ID: 2094-0625	Grant #: 422091
CFSA Number: 546-00-2094	CSFA Short Description: Public Defender Services	State Fiscal Year(s): FY26-27	Project Period: 10-1-25-9-30-26

FOR ICJIA USE ONLY

Final Budget Amount Approval

Final Total Budget Amount	ICJIA Program Staff Name	ICJIA Program Staff Signature	Date
$50,250	Darren Daniels	Signed by:	
Final Total Award Amount (if different)	ICJIA Fiscal & Administrative Staff Name	ICJIA Fiscal & Administrative [redacted]	Date
	Hemant Modi	C1EF4C70B72F485...	10/28/2025 | 1:56:41 PM CDT

Budget Revision Amount Approval

Final Revised Budget Amount	ICJIA Program Staff Name	ICJIA Program Staff Signature	Date
Final Total Award Amount (if different)	ICJIA Fiscal & Administrative Staff Name	ICJIA Fiscal & Administrative Signature	Date

Budget Revision Amount Approval

Final Revised Budget Amount	ICJIA Program Staff Name	ICJIA Program Staff Signature	Date
Final Total Award Amount (if different)	ICJIA Fiscal & Administrative Staff Name	ICJIA Fiscal & Administrative Signature	Date

§200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or $1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

State of Illinois -- Uniform Budget Template (updated by ICJIA) -- GATA General Instructions

Section A – Budget Summary

FEDERAL/STATE FUNDS

All applicants must complete Section A and provide a break-down by all applicable budget categories. **Please read all instructions before completing form.**

FEDERAL/STATE GRANT FUNDS

Provide a total requested ICJIA Grant amount for each year in the Revenue portion of Section A. The amount entered in Line (a) will equal the total amount budgeted on Line 18 of Section A.

BUDGET SUMMARY – FEDERAL/STATE FUNDS

All applicants must complete Section A and provide a break-down by the applicable budget categories.

For each project year for which funding is requested, show the total amount requested for each applicable budget category.

Please see detail worksheet and narrative section for further descriptions and explanations of budgetary line items

Section A - Indirect Cost Information: *(This information should be completed by the applicant's Business Office)* . If the applicant is requesting reimbursement for indirect costs on line 17, the applicant's Business Office must select one of the options listed on the Indirect Cost Information page under Section-A Indirect Cost Information (1-4).

Option (1): The applicant has a Negotiated Indirect Cost Rate Agreement (NICRA) that was approved by the Federal government. A copy of this agreement must be provided to the State of Illinois' Indirect Cost Unit for review and documentation. This NICRA will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. *If this option is selected by the applicant, basic information is required for completion of this section. See bottom of "Section-A Indirect Cost Information"*

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

A) Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from our State Cognizant Agency on an annual basis.

B) Elect to use the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois Awards.

C) Use a Restricted Rate designated by programmatic statutory policy. (See Notice of Funding Opportunity for Restricted Rate Programs)

Option (2a): The applicant currently has a Negotiated Indirect Cost Rate Agreement 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. The applicant is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within six (6) months after the close of each fiscal year (2 CFR 200 Appendix IV (C)(2)(c). ***Note:*** *If this option is selected by the applicant, basic information is required for completion of this section. See bottom of "Section-A Indirect Cost Information"*

OR

Option (2b): The applicant currently does not have a Negotiated Indirect Cost Rate Agreement with the State of Illinois. The applicant must submit its initial Indirect Cost Rate Proposal (ICRP) immediately after the applicant is advised that the State award will be made and, in no event, later than three (3) months after the effective date of the State award (2 CFR 200 Appendix IV (C)(2)(b). The initial ICRP will be sent to the State of Illinois' Indirect Cost Unit. ***Note:*** *The applicant should check with the State of Illinois awarding Agency for information regarding reimbursement of indirect costs while its proposal is being negotiated*

Option (3): The applicant elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards (2 CFR 200.414 (e)(4)(f) & (200.68). ***Note:*** *The applicant must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs.* ***Note*** *the applicant may only use the 10 percent de minimis rate if the applicant does not have an Approved Indirect Cost Rate Agreement. The applicant may not use the de minimis rate if it is a Local government, or if your grant is funded under a training rate or restricted rate program .*

Option (4): If you are applying for a grant under a Restricted Rate Program, indicate whether you are using a restricted indirect cost rate that is included on your approved Indirect Cost Rate Agreement, or whether you are using a restricted indirect cost rate that complies with statutory or programmatic policies. ***Note:*** *See Notice of State Award for Restricted Rate Programs*

Section B - Budget Summary

MATCH FUNDS

MATCH FUNDS: If the applicant is required to provide or volunteers to provide cost-sharing or matching funds or other non-ICJIA resources to the project, the applicant must provide a revenue breakdown of all Match funds in lines (b)-(d). the total of "Match Funds" should equal the amount budgeted on Line 18 of Section B. If a match percentage is required, the amount should be entered in this section.

BUDGET SUMMARY - MATCH FUNDS

If the applicant is required to provide or volunteers to provide cost-sharing or matching funds or other match resources to the project, these costs should be shown for each applicable budget category of Section B.

For each applicable budget category for which matching funds are provided, show the total contribution. Only use those categories that are visible.

Please see detail worksheet and narrative section for further descriptions and explanations of budgetary line items

Section C - Budget Worksheet & Narrative

[Attach separate sheet(s)]

Pay attention to applicable ICJIA-specific instructions.

All applicants are required to submit a budget narrative along with Section A and Section B. The budget narrative is sometimes referred to as the budget justification. The narrative serves two purposes: it explains how the costs were estimated and it justifies the need for the cost. The narrative may include tables for clarification purposes. The State of Illinois recommends using the State of Illinois Uniform Budget Template worksheet and narrative guide provided.

1. Provide an itemized budget breakdown, and justification by project year, for each budget category listed in Sections A and B.

2. For match funds or resources listed in Section B that are used to meet a cost-sharing or matching requirement or provided as a voluntary cost-sharing or matching commitment, you must include:

   a. The specific costs or contributions by budget category;
   b. The source of the costs or contributions; and
   c. In the case of third-party in-kind contributions, a description of how the value was determined for the donated or contributed goods or services.

[Please review cost sharing and matching regulations found in 2 CFR 200.306.]

3. If applicable to this program, provide the rate and base on which fringe benefits are calculated.

4. If the applicant is requesting reimbursement for indirect costs on line 17, this information should be completed by the applicant's Business Office. Specify the estimated amount of the base to which the indirect cost rate is applied and the total indirect expense. Depending on the grant program to which the applicant is applying and/or the applicant's approved Indirect Cost Rate Agreement, some direct cost budget categories in the applicant's grant application budget may not be included in the base and multiplied by your indirect cost rate. Please indicate which costs are included and which costs are excluded from the base to which the indirect cost rate is applied.

5. Provide other explanations or comments you deem necessary.

Keep in mind the following—

Although the degree of specificity of any budget will vary depending on the nature of the project and State of Illinois agency requirements, a complete, well-thought-out budget serves to reinforce your credibility and increase the likelihood of your proposal being funded.

•A well-prepared budget should be reasonable and demonstrate that the funds being asked for will be used wisely.
•The budget should be as concrete and specific as possible in its estimates. Make every effort to be realistic, to estimate costs accurately.
•The budget format should be as clear as possible. It should begin with a budget narrative, which you should write after the entire budget has been prepared.
•Each section of the budget should be in outline form, listing line items under major headings and subheadings.
•Each of the major components should be subtotaled with a grand total at the end.

Your budget should justify all expenses and be consistent with the program narrative:
•Salaries should be comparable to those within the applicant organization.
•If new staff is being hired, additional space and equipment are considered, as necessary.
•If the budget lists an equipment purchase, it is the type allowed by the agency.
•If additional space is rented, the increase in insurance is supported.
•If an indirect cost rate applies to the proposal, the division between direct and indirect costs is not in conflict, and the aggregate budget totals refer directly to the approved formula. Indirect costs are costs that are not readily assignable to a particular project, but are necessary to the operation of the organization and the performance of the project (like the cost of operating and maintaining facilities, depreciation, and administrative salaries).

§200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or $1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.

Docusign Envelope ID: 6B57BFCB-D6FA-48CB-9344-274C4B54D891

State of Illinois -- Uniform Budget Template (updated by ICJIA) -- ICJIA Specific Instructions

Section A – Budget Summary

I. Section A: Federal/State funds are those that come from ICJIA as part of a NOFO or continuation. The Implementing Agency is the entity that will be responsible for managing the agreement. Please complete all cells in blue. If indirect costs are being included in the budget, don't forget to include the Rate and Base in the left column. The following information can be found on the GATA website or on the Uniform Notice of Funding Opportunity (NOFO): NOFO ID; CFSA Number; CFSA Short Description; State Fiscal Year(s) and Project Period. If this is a continuation grant, please enter the grant number.

II. Section A - Indirect Costs: One of the following must be checked: Item 1; 2a or 2b; 3, 4, or 5. If Option 1 or 2a is selected, then the box at the bottom of the page must be filled out.

III. Section B: All required match must be included. If you are including additional match (overmatch), do not separate required match from overmatch. Those amounts should be combined together. If match is being included in your budget, please complete all cells in blue. If indirect costs will be paid by matching funds, include the Rate and Base in the left column.

IV. Applicant Certification: The Implementing Agency (and Program Agency, if different from the Implementing Agency), must complete this form at the time the grant agreement is signed.

V. FFATA Form: This should only be filled out if the source of ICJIA funds is federal (ie JAG, VOCA, VAWA, etc.) AND if the implementing agency receives $25,000 or more in federal funds. To confirm whether federal funds are part of this award, please refer to the CFDA number on the Uniform Notice for Funding Opportunity (NOFO). If there is a CFDA number, then this award includes federal funds.

VI. Section C1- Personnel:
A) If a cost of living increase is anticipated, please reflect the adjusted salary in one line item. In the justification, please state that the salary reflects a cost of living increase and provide the amount/length of time of the initial salary and amount/length of time of the final salary.
B) If you are budgeting for overtime, please put the overtime amount on the bottom row. In the justification, please state how the overtime amount has been calculated.
C) Quantity of time will depend on the basis selected.

VII. Section C2 - Fringe:
A) If additional staff were added to the Personnel tab, please make sure they are also added here. Check the totals to make sure that all additional personnel are included. Fringe should include both the ICJIA and match amounts.
B) If a personnel's salary is prorated, then the flat rate fringe must also be prorated.
C) Please enter the percentages for retirement, insurance (include health, dental and life) and workman's comp. If there are other fringe benefits, please enter what the benefit is and the percentage.
D) Column M has been provided for any flat rate fringe benefits. Please enter the dollar amount in Column M. The narrative should provide sufficient detail that ICJIA understands how the flat rate fringe benefits were calculated.

VIII. Section C3 - Travel:
A) This page is to be used for all travel costs - both daily and out of town. Please put similarly purposed trips together. For example - daily mileage reimbursement costs can all be on one line item and daily parking costs on the next line item. Out of town trips should also be listed together. For example, if you will attend two conferences, please put costs associated with the first conference together, and then put costs associated with the second conference together.
B) Travel expenses can not exceed the State of Illinois rates (or your agency's rate, whichever is lower). Mileage, per diem, and lodging rates can be found here: https://www.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx (copy and paste this address into a web browser).

IX. Section C4 - Equipment:
A) All equipment must be purchased no later than 90 days after the start of the grant, unless otherwise approved by your ICJIA grant monitor.
B) Equipment must be pro-rated if the piece of equipment will be used for any purpose other than the grant program.

X. Section C5 - Supplies: Please list all supplies/commodities in this section.

XI. Section C6 - Contractual Services: Pro-rated Share - Certain contractual costs must be pro-rated to determine how much can be applied to the grant program. For example, telephone costs would be proportional to the number of FTEs on the grant funded program divided by the total number of FTE employees in the office. Utility or rent costs would be proportional to the space occupied by the grant funded program divided by the total space.

XII. Section C16 - Indirect Costs:
A) If a federally-approved or state-approved indirect cost rate is being included, please provide the letter showing the approved indirect cost rate.
B) If any indirect cost rate is being included (de minimus, federally approved or state approved), the certification must be signed at the time the grant agreement is signed.

XIII. Summary: Please make sure the amounts on this page are the same as the amounts on each of the Budget Worksheet and Narrative tabs.

XIX. Agency Approval: Do not complete this form - this will be filled out by ICJIA.

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

File #: FI-R-0194-25 **Agenda Date:** 11/12/2025 **Agenda #:** 8.D.

ADDITIONAL APPROPRIATION FOR
THE GENERAL FUND
COMPANY 1000, ACCOUNTING UNITS 4200 AND 4220
$268,159

WHEREAS, appropriations for the GENERAL FUND for Fiscal Year 2025 were adopted by the County Board pursuant to Ordinance FI-O-0010-24; and

WHEREAS, due to excessive spending by the County Clerk, the COUNTY CLERK and COUNTY CLERK ELECTIONS are in need of an additional appropriation in the GENERAL FUND - COMPANY 1000, ACCOUNTING UNIT 4200 and ACCOUNTING UNIT 4220 in the amount of $268,159 (TWO HUNDRED SIXTY-EIGHT THOUSAND, ONE HUNDRED FIFTY-NINE and NO/100 DOLLARS); and

WHEREAS, there is sufficient unappropriated fund balance in the GENERAL FUND to support an additional appropriation of $268,159 (TWO HUNDRED SIXTY-EIGHT THOUSAND, ONE HUNDRED FIFTY-NINE and NO/100 DOLLARS); and

WHEREAS, the need to provide an additional appropriation in the amount of $268,159 (TWO HUNDRED SIXTY-EIGHT THOUSAND, ONE HUNDRED FIFTY-NINE and NO/100 DOLLARS) in the GENERAL FUND 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 an additional appropriation (Attachment) in the amount of $268,159 (TWO HUNDRED SIXTY-EIGHT THOUSAND, ONE HUNDRED FIFTY-NINE and NO/100 DOLLARS) in the GENERAL FUND - COMPANY 1000, ACCOUNTING UNIT 4200 and ACCOUNTING UNIT 4220 are hereby approved and added to the Fiscal Year 2025 Appropriation Ordinance.

Enacted and approved this 12th day of November, 2025 at Wheaton, Illinois.

_____
DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

ADDITIONAL APPROPRIATION FOR
THE GENERAL FUND
COMPANY 1000, ACCOUNTING UNITS 4200 AND 4220
$268,159

FUNDING SOURCE

30000-0000 – Fund Balance – Unassigned	$268,159
TOTAL FUNDING SOURCE – COMPANY 1000, ACCOUNTING UNIT 9100	$268,159

EXPENDITURES

COMMODITIES		
4220-52200-0000 - Operating Supplies and Materials	$1,049	
4220-52210-0000 - Food and Beverage	$289	
4220-52260-0000 - Fuel and Lubricants	$2,223	
TOTAL COMMODITIES		$3,561
CONTRACTUAL SERVICES		
4200-53804-0000 - Postage and Postal Charges	$5,000	
4200-53806-0000 - Statutory and Fiscal Charges	$6,000	
4220-53250-0000 - Wired Communication Services	$4,511	
4220-53260-0000 - Wireless Communication Services	$39,433	
4220-53370-0000 - Repair and Maintenance Other Equipment	$7,065	
4220-53380-0000 - Repair and Maintenance Auto Equipment	$929	
4220-53400-0000 - Rental of Office Space	$765	
4220-53510-0000 - Travel Expenses	$338	
4220-53800-0001 - Copier Usage	$1,825	
4220-53804-0000 - Postage and Postal Charges	$15,343	
TOTAL CONTRACTUAL SERVICES		$81,209
CAPITAL OUTLAY		
4220-54107-0000 - Software	$183,389	
TOTAL CAPITAL OUTLAY		$183,389
TOTAL ADDITIONAL APPROPRIATION		$268,159

Martynowicz, Jeffrey

Subject: FW: FY2025 funding

From: Johnson, Adam <Adam.Johnson@dupagecounty.gov>
Sent: Friday, November 7, 2025 2:16 PM
To: Martynowicz, Jeffrey <Jeffrey.Martynowicz@dupagecounty.gov>; Sinn, Jennifer (Finance) <Jennifer.Sinn@dupagecounty.gov>
Cc: Kaczmarek, Jean <Jean.Kaczmarek@dupagecounty.gov>; Mueller, Bethany <Bethany.Mueller@dupagecounty.gov>
Subject: Re: FY2025 funding

My apologies. The additional appropriation request is in the amount of $268,159, which aligns with the line items listed below.

Regards,

Adam Johnson
Chief Deputy Clerk
DuPage County Clerk
630-407-5570

From: Johnson, Adam
Sent: Friday, November 7, 2025 2:09:36 PM
To: Martynowicz, Jeffrey <Jeffrey.Martynowicz@dupagecounty.gov>; Sinn, Jennifer (Finance) <Jennifer.Sinn@dupagecounty.gov>
Cc: Kaczmarek, Jean <Jean.Kaczmarek@dupagecounty.gov>; Mueller, Bethany <Bethany.Mueller@dupagecounty.gov>
Subject: RE: FY2025 funding

Jeff,

Per the information provided in your email, the Clerk's Office is requesting an additional appropriation in the amount of $243,359, for expenses broken out by line item in the amounts below. Please let me know if you have any additional questions.

Postage & Postal Charges: (**4200**-53804) $5,000.00
Statutory & Fiscal Charges: (4200-53806) $6,000. 00

Operating Supplies & Materials: (**4220**-52200): $1,049.00
Food & Beverages: (4220-52210) $289.00
Fuel & Lubricants: (4220-52260) $2,223.00
Wired Comm Services: (4220-53250) $4,511.00
Wireless Comm Services: (4220-53260) $39,433.00
Repair & Maintenance Other Equip: (4220-53370) $7,065.00
Repair & Maintenance Auto Equip: (4220-53380) $929.00
Rental of Office Space: (4220-53400) $765.00

Travel Expenses: (4220-53510) $338.00
Copier Usage: (4220-53800-0001) $1,825.00
Postage & Postal Charges: (4220-53804) $15,343.00
Software: (4220-54107) $183,389.00

Regards,

Adam Johnson
Chief Deputy Clerk
DuPage County Clerk
630-407-5570

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

File #: FI-P-0017-25 **Agenda Date:** 11/12/2025 **Agenda #:** 7.A.7.

AWARDING RESOLUTION ISSUED TO
EDU SOLUTIONS
TO PROVIDE IT CONSULTANT SERVICES
FOR THE REGIONAL OFFICE OF EDUCATION
(CONTRACT TOTAL AMOUNT $45,000)

WHEREAS, proposals have been taken and evaluated in accordance with County Board policy; and

WHEREAS, the Finance Committee recommends County Board approval for the issuance of a contract to EDU Solutions, to provide IT consultant services, for the period of November 15, 2025 through November 30, 2026, for the Regional Office of Education.

NOW, THEREFORE BE IT RESOLVED, that said contract to provide IT consultant services, for the period of November 15, 2025 through November 30, 2026, for the Regional Office of Education, per RFP #25-107-ROE, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to EDU Solutions, 11000 Jann Ct., La Grange, IL 60525, for a contract total amount of $45,000.

Enacted and approved this 12th day of November, 2025 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#: FI-P-0017-25	RFP, BID, QUOTE OR RENEWAL #: RFP #25-107-ROE	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: $45,000.00
COMMITTEE: FINANCE	TARGET COMMITTEE DATE: 11/12/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: $180,000.00
	CURRENT TERM TOTAL COST: $45,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD:
Vendor Information		*Department Information*	
VENDOR: EDU Solutions	VENDOR #:	DEPT: ROE	DEPT CONTACT NAME: Amber Quirk
VENDOR CONTACT: Michael Ryan	VENDOR CONTACT PHONE: 773-354-0683	DEPT CONTACT PHONE #: x5772	DEPT CONTACT EMAIL: aquirk@dupageroe.org
VENDOR CONTACT EMAIL: mike_ryan@outlook.com	VENDOR WEBSITE:	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.).
IT consultant for ROE, per RFP #25-107-ROE, for the period of 11/15/25 - 11/30/26, for an amount not to exceed $45,000.00.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
To oversee the planning, implementation, integration, & support of all operational technology to enhance student learning, staff productivity, cybersecurity, & system efficiency.

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 RFP (REQUEST FOR PROPOSAL)	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. Request for Proposal (RFP), evaluation with a point system of the RFP's received.
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). Recommending contract with EDU Solutions, based on their experience in educational settings. Alternatives: 1) Issue another RFP (select another vendor from RFP review) 2) Have ROE perform this work with existing staff who do not have the necessary experience and expertise.

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			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: EDU Solutions	Vendor#:	Dept: ROE	Division: N/A
Attn: Mike Ryan	Email: mike_ryan@outlook.com	Attn:	Email: accountspayable@dupageroe.org
Address: 11000 Jann Ct.	City: LaGrange	Address: 421 N. County Farm Rd.	City: Wheaton
State: IL	Zip: 60525	State: IL	Zip: 60187
Phone: 773-354-0683	Fax:	Phone: 630-407-5800	Fax:
Send Payments To:		*Ship to:*	
Vendor: EDU Solutions	Vendor#:	Dept:	Division:
Attn:	Email: mike_ryan@outlook.com	Attn:	Email:
Address: 11000 Jann Ct.	City: LaGrange	Address:	City:
State: IL	Zip: 60525	State:	Zip:
Phone: 773-354-0683	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Nov 15, 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		IT Consultant Services	FY25	1000	5700	53090		45,000.00	45,000.00
FY is required, ensure the correct FY is selected.										Requisition Total	$ 45,000.00

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.

Dear DuPage County Procurement Division,

EDU Solutions is pleased to submit the following proposal to provide IT Consultant Services for the DuPage Regional Office of Education. As a locally based educational technology firm with over 20 years of experience supporting K–12 environments, we bring deep operational knowledge, a strong record of district-level leadership, and a collaborative approach aligned with the ROE's vision for digital transformation, cybersecurity, and instructional innovation.

EDU Solutions has extensive experience in the education sector, successfully leading initiatives in network modernization, cybersecurity awareness, data privacy compliance, and cloud-based system integrations. Leveraging this expertise, EDU Solutions delivers scalable, reliable, and secure technological solutions.

EDU Solutions is well-positioned to fulfill the DuPage Regional Office of Education's (RFP).We bring strategic leadership, operational efficiency, and hands-on technical expertise that align directly with the ROE's mission and goals.

We appreciate the opportunity to partner with the DuPage ROE to deliver dependable, future-ready IT leadership.

Sincerely,
Mike Ryan
EDU Solutions

Firm Qualifications

EDU Solutions delivers a comprehensive range of services that align directly with the ROE's stated goals in the RFP:

- **Technology Strategy & Leadership** – Development of multi-year technology plans, modernization roadmaps, and policy frameworks that align with district and ROE priorities.
- **Infrastructure Management** – Administration of Microsoft 365, Google Workspace, and hybrid on-prem/cloud network systems to ensure reliability, scalability, and efficiency.
- **Cybersecurity & Data Privacy** – Implementation of robust safeguards meeting **FERPA, CIPA, COPPA, and Illinois SOPPA** requirements; security audits, staff training, and incident response planning.
- **Systems Integration** – Expertise in Student Information Systems (SIS), Learning Management Systems (LMS), and ERP platform management.
- **Vendor & Contract Coordination** – Oversight of service providers, contract compliance, and technology procurement to ensure optimal performance and fiscal responsibility.
- **Operational Efficiency** – Streamlined workflows, automation, and proactive monitoring that reduce downtime and enhance productivity.

Key Qualifications

Mike Ryan is a veteran educational technology leader with over 25 years of experience in information technology management and more than 20 years in K–12 public education leadership. As a Director of Technology, Mike oversaw all district IT operations, cybersecurity initiatives, and long-range planning for a staff of 300 and student body of 1,500. His deep understanding of educational systems, combined with hands-on technical expertise, makes him uniquely qualified to serve as the DuPage ROE's dedicated IT Consultant.

Mike has designed and implemented comprehensive cybersecurity frameworks, network modernization projects, cloud migrations, and data-privacy compliance programs that meet or exceed Illinois' SOPPA, FERPA, and CIPA standards. His leadership is characterized by efficiency, collaboration, and accountability—ensuring each client has a single, stable point of contact who understands their systems, staff, and priorities.

Education & Credentials

- B.S. Business Administration
- Cisco Certified Network Associate (CCNA)
- Cisco Meraki Dashboard Administrator
- Microsoft Certified Systems Engineer (MCSE)
- Microsoft Security Fundamentals Certified
- Google Admin Console Professional Certified

Key Skills and Focus Areas

- Strategic technology planning and budgeting
- Cybersecurity risk mitigation and compliance (FERPA, SOPPA, CIPA, COPPA)
- Cloud infrastructure management (Microsoft 365, Google Workspace for Education)
- Systems integration (SIS, LMS, ERP platforms)
- Vendor management and procurement oversight
- Data automation and interoperability between systems (e.g., Dayforce–SDS integration)
- Staff training, cybersecurity awareness, and digital literacy initiatives
- Remote team management and hybrid operational support

Project Understanding & Approach

EDU Solutions understands that the DuPage Regional Office of Education (ROE) requires an experienced and visionary IT Consultant who can provide both strategic technology leadership and practical day-to-day management of systems that support educational and operational excellence.
This role is critical in balancing the ROE's need for security, reliability, and innovation with the realities of budget constraints, compliance requirements, and diverse user needs across multiple departments and school partners.

Our approach is designed to ensure the ROE receives a stable point of contact, a sustainable technology roadmap, and measurable improvements in efficiency, cybersecurity, and service delivery.

Strategic Approach

EDU Solutions follows a phased model designed to deliver immediate stability while establishing long-term sustainability and alignment with the ROE's strategic goals.

Phase 1 – Discovery and Assessment

- Conduct a comprehensive review of all technology systems including Microsoft 365, Google Workspace, ERP, SIS, and network infrastructure.
- Document system dependencies, licenses, and configurations to establish a baseline inventory.
- Review existing cybersecurity policies, backup procedures, and compliance status (FERPA, SOPPA, COPPA, CIPA).
- Meet with ROE leadership and staff to define goals, technology pain points, and project priorities.
- Deliver a Technology Assessment Summary Report highlighting key findings, risk areas, and immediate recommendations.

Phase 2 – Strategic Planning and Roadmap Development

- Develop a Technology Plan aligned with ROE objectives, focusing on security, scalability, and cost-effectiveness.
- Create a Cybersecurity Framework identifying controls, monitoring tools, and staff training needs.
- Recommend policies and procedures to strengthen governance, data protection, and vendor accountability.
- Present the roadmap and align milestones with the ROE's fiscal and operational planning cycles.

Phase 3 – Implementation and Operational Support

- Provide day-to-day technology management and remote support, ensuring quick issue resolution and minimal downtime.
- Implement cybersecurity measures including MFA enforcement, endpoint protection, and scheduled vulnerability scans.

- Monitor cloud and on-prem systems for performance and security, applying proactive updates and patch management.
- Coordinate with third-party vendors and consultants, maintaining compliance with contractual obligations and timelines.
- Oversee inventory management, license renewals, and procurement of hardware and software as approved by the ROE.
- Conduct quarterly technology reviews and provide reports detailing system performance, risk mitigation, and cost efficiencies achieved.

Phase 4 – Continuous Improvement and Innovation

- Maintain ongoing alignment with ROE's strategic initiatives and evolving educational needs.
- Evaluate and pilot emerging technologies that enhance instructional delivery, cybersecurity, or administrative efficiency.
- Use metrics-driven reporting to refine systems, policies, and procedures annually.
- Conduct annual cybersecurity drills and user training sessions to reinforce staff awareness and compliance.

Performance Guarantees

EDU Solutions is committed to delivering consistent, high-quality IT consulting and management services that meet or exceed the expectations of the DuPage Regional Office of Education (ROE) and DuPage County. To ensure accountability and measurable results, the following Performance Guarantees will govern our engagement.

Response and Resolution Times

Priority Level	Description	Response Time	Resolution Target
Critical	Complete outage or issue affecting all ROE users or essential systems (Microsoft 365, Google Workspace, SIS, ERP).	Within **1 hour** of detection or notification	Resolution or mitigation within **4 hours**
High	Significant degradation of service impacting multiple users or critical operations.	Within **2 hours**	Resolution within **8 hours**
Medium	Issue affecting a single user or non-critical function.	Within **4 business hours**	Resolution within **1 business day**
Low / Preventive	Routine maintenance, updates, or non-urgent requests.	Within **1 business day**	Resolution within **3 business days**

All critical incidents will trigger a formal incident report and post-incident review with ROE leadership to confirm closure and identify any preventive actions.

Sample incident report

Incident Title: Suspicious Email Phishing Attempt
Date/Time Detected: October 7, 2025 – 7:18 AM
Reported By: Joe Contoso
Severity Level: Medium

Description:
User received email spoofing the Superintendent requesting gift card purchases. Message originated from external domain mimicking internal address.

Immediate Actions Taken:

- Message quarantined via Microsoft Defender.
- Domain blocked and sender reported to Microsoft.
- All staff notified via email security awareness bulletin.

Root Cause:
External phishing attempt targeting education agencies.

Resolution:
Incident resolved without compromise. EDU Solutions logged incident in tracking system and confirmed no other recipients engaged.

Follow-Up:

- Conducted staff awareness refresher training.
- Updated email filtering rule set to tighten domain impersonation detection.

Date Closed: October 7, 2025 – 9:00 AM

Working Conditions and Availability

EDU Solutions maintains a secure, fully equipped home office with high-speed connectivity and secure remote access. We are accustomed to non-traditional hours and flexible scheduling to support urgent needs of our clients, maintenance windows, and staff collaboration outside of standard hours. All engagements will be managed directly by Mike Ryan as the primary consultant to ensure stability, accountability, and consistent communication with ROE leadership.

Conclusion

EDU Solutions brings hands-on school district leadership, technical expertise, and a commitment to operational excellence that align directly with the DuPage ROE's goals for secure, equitable, and future-ready technology systems. Our approach emphasizes efficiency, consistency, and a stable point of contact, ensuring clear communication, timely project delivery, and dependable support for all technology initiatives. We look forward to partnering with the ROE to build upon the strong foundation already in place.

Commitment

EDU Solutions is committed to delivering measurable results—enhancing system reliability, reducing security risks, and aligning all technology initiatives with ROE's educational mission. We provide the technical expertise of a full IT department with the responsiveness and personal accountability of a dedicated partner.

Annual Contract Amount: Not to exceed **$45,000** per RFP 25-107-ROE requirements.

PROPOSAL PRICING FORM

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	EDU Solutions
CONTACT PERSON:	Michael Ryan
CONTACT EMAIL:	mike_ryan@outlook.com

Section II: Pricing

Bidder shall provide an hourly fee for services performed. In addition, provide a Rate Card for additional work not considered part of the engagement.

NO.	ITEM	UOM	QTY	PRICE
1	Hourly Rate for Services	HR	EA	$ 150.00

Section III: Certification

By signing below, the Bidder agrees to provide the required goods and/or services described in the Bid Specifications for the prices quoted on this Proposal Pricing Form.

Printed Name: Michael J Ryan Signature: [redacted]

Title: Director of Technology-Lead Consultant Date: 10-7-2025

Pricing Table (Main Engagement)

Service Description	Hourly Rate	Billing Method	Annual Not-to-Exceed
IT Consulting Services	**$150/hour**	Billed monthly for hours worked	**$45,000**

Notes:

- Includes strategic technology planning, cybersecurity oversight, vendor management, and remote/on-site consulting services as outlined in the **RFP 25-107-ROE.**
- Travel within DuPage County is included; no mileage or per diem will be billed.

Additional Work / Rate Card

Service Type	Hourly Rate	Description
Emergency Response / After-Business Hours Support	$150/hour	Critical incident response outside normal business hours
Project-Based Implementation Support. Collaboration with MSP		Network modernization, server/cloud migration, or large-scale upgrades

Billing Terms:

- Invoices submitted monthly.
- Net 30 payment terms.
- No charges for administrative overhead or travel within DuPage County.

DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

PROPOSAL FORM

Section I: Contact Information

Complete the contact information below.

RFP NUMBER:	25-107-ROE
COMPANY NAME:	EDU Solutions
MAIN ADDRESS:	11000 Jann Court
CITY, STATE, ZIP CODE:	LaGrange IL 60525
TELPHONE NO.:	773-354-0683
CONTACT PERSON:	Michael Ryan
CONTACT EMAIL:	Mike_Ryan@outlook.com

Section III: Certification

The undersigned certifies that they are:

☑ The Owner or Sole Proprietor

☐ A Member authorized to sign on behalf of the Partnership

☐ An Officer of the Corporation

☐ A Member of the Joint Venture

Herein after called the Offeror and that the members of the Partnership or Officers of the Corporation are as follows:

[redacted] (President or Partner)

_____ (Vice-President or Partner)

_____ (Secretary or Partner)

_____ (Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Officer, DuPage County, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No._____, _____, and _____ issued thereto.

Further, the undersigned proposes and agrees, if this Proposal is accepted, to provide all necessary machinery, tools, apparatus, and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time and at the price therein prescribed.

Further, the undersigned certifies and warrants that they are duly authorized to execute this certification/affidavit on behalf of the Offeror and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Offeror and is true and accurate.

Further, the undersigned certifies that the Offeror is not barred from proposing on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33 E-4, Proposal rigging or Proposal-rotating, or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that they have examined and carefully prepared this Proposal and have checked the same in detail before submitting this Proposal, and that the statements contained herein are true and correct.

If a Corporation, the undersigned, further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed nor modified, and that the same remain in full force and effect. (Offeror may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the Offeror certifies that they have provided equipment, supplies, or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the Offeror, if awarded the contract, agrees to do all other things required by the contract documents, and that it will take in full payment therefore the sums set forth in the cost schedule.

PROPOSAL AWARD CRITERIA

The Offeror acknowledges and agrees that the proposal will be awarded to the most responsive, responsible vendor meeting specifications based upon the highest score compiled during evaluation of the proposals outlined in the selection process.

The Offeror agrees to provide the service described in this solicitation and in the contract specifications under the conditions outlined in attached documents for the amount stated.

By signing below, the Offeror agrees to the terms of this Proposal Form and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Offeror: Michael Ryan Signatur [redacted]

Title: Director of Technology-Lead Consultant Date: 10-7-2025

THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
IT CONSULTANT FOR DUPAGE ROE 25-107-ROE
BID TABULATION

√

Criteria	Available Points	Consultadd Inc.	**EDU Solutions**	Nukasani Group	V3iT	Zion Clouds	Zirlen	Zumitin Inc.
Firm Qualifications	20	13	**18**	11	14	10	11	9
Key Qualifications	20	12	**20**	9	12	6	8	9
Project Understanding	40	19	**37**	16	15	14	14	11
Price	20	15	**8**	20	14	12	15	13
Total	100	59	**83**	55	55	41	48	41

Fee and Rate Proposal	$ 82.50	**$ 150.00**	$ 60.00	$ 86.00	$ 98.00	$ 82.00	$ 95.00
Percentage of points	73%	**40%**	100%	70%	61%	73%	63%
Points awarded (wtd against lowest price)	15	**8**	20	14	12	15	13

NOTES
1. Bits & Bytes Technology Solutions, Inc. has been deemed nonresposive due to not providing pricing as requested.
2. OA Strategy Group, LLC has been deemed nonresponsive due to an incomplete submission.

RFP Posted on 9/17/2025 Bid Opened On 10/8/2025, 2:30 PM by	DW,VC
Invitations Sent	8
Total Requesting Documents	33
Total Bid Responses Received	9

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:	EDU Solutions
CONTACT PERSON:	Michael J Ryan
CONTACT EMAIL:	mike_ryan@outlook.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

Type text here

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.

Printed Name: Michael Ryan Signature: [redacted]

Title: Director of Technology-Lead Consultant Date: 10-7-2025

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

File #: FI-P-0018-25 **Agenda Date:** 11/12/2025 **Agenda #:** 7.A.8.

AWARDING RESOLUTION ISSUED TO
CASCO INTERNATIONAL D/B/A C.A. SHORT COMPANY
TO PROVIDE EMPLOYEE ANNIVERSARY AWARDS
(CONTRACT TOTAL AMOUNT: $31,797)

WHEREAS, proposals have been taken and evaluated in accordance with County Board policy; and

WHEREAS, the Finance Committee recommends County Board approval for the issuance of a contract to Casco International d/b/a C.A. Short Company, for employee service awards, for the period of December 1, 2025 through November 30, 2026, for Human Resources.

NOW, THEREFORE BE IT RESOLVED, that County Contract covering said, for the issuance of the contract for employee service awards, for the period of December 1, 2025 through November 30, 2026, for Human Resources, be, and it is hereby approved for issuance of a contract by the Procurement Division to Casco International d/b/a C.A. Short Company, 4205 East Dixon Blvd., Shelby, NC, 28152, for a contract total amount of $31,797.00; per RFP #25-036-HR, first of three 1-year optional renewals.

Enacted and approved this 12th day of November, 2025 at Wheaton, Illinois.

_____
DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

PROPOSAL FORM

Section I: Contact Information

Complete the contact information below.

RFP NUMBER:	Employee Service Awards 25-036-HR
COMPANY NAME:	C.A. Short Company
MAIN ADDRESS:	4205 E. Dixon Blvd.
CITY, STATE, ZIP CODE:	Shelby, NC 28152
TELPHONE NO.:	(800) 535-5693
CONTACT PERSON:	Jimmy Spencer
CONTACT EMAIL:	jspencer@cashort.com

Section III: Certification

The undersigned certifies that they are:

☐ The Owner or Sole Proprietor ☐ A Member authorized to sign on behalf of the Partnership ☑ An Officer of the Corporation ☐ A Member of the Joint Venture

Herein after called the Offeror and that the members of the Partnership or Officers of the Corporation are as follows:

Christopher Cheney
(President or Partner)

(Vice-President or Partner)

(Secretary or Partner)

(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Officer, DuPage County, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents specifications and attached exhibits, including Addenda No._____, _____, and _____ issued thereto.

Further, the undersigned proposes and agrees, if this Proposal is accepted, to provide all necessary machinery, tools, apparatus, and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time and at the price therein prescribed.

Further, the undersigned certifies and warrants that they are duly authorized to execute this certification/affidavit on behalf of the Offeror and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Offeror and is true and accurate.

Further, the undersigned certifies that the Offeror is not barred from proposing on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33 E-4 Proposal rigging or Proposal-rotating, or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that they have examined and carefully prepared this Proposal and have checked the same in detail before submitting this Proposal, and that the statements contained herein are true and correct.

If a Corporation, the undersigned, further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed nor modified, and that the same remain in full force and effect. (Offeror may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the Offeror certifies that they have provided equipment, supplies, or services comparable to the items specified in this contract to the parties listed in the reference section below, and authorizes the County to verify references of business and credit at its option.

Finally, the Offeror, if awarded the contract, agrees to do all other things required by the contract documents, and that it will take in full payment therefore the sums set forth in the cost schedule.

PROPOSAL AWARD CRITERIA

The Offeror acknowledges and agrees that the proposal will be awarded to the most responsive, responsible vendor meeting specifications based upon the highest score compiled during evaluation of the proposals outlined in the selection process.

The Offeror agrees to provide the service described in this solicitation and in the contract specifications under the conditions outlined in attached documents for the amount stated.

By signing below, the Offeror agrees to the terms of this Proposal Form and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Offeror: Christopher Chenev

Signature: Signature of File

Title: COO/CHRO

Date: 4/16/25

PROPOSAL PRICING FORM

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	Employee Service Awards 25-036-HR
COMPANY NAME:	C.A. Short Company
CONTACT PERSON:	Jimmy Spencer
CONTACT EMAIL:	jspencer@cashort.com

Section II: Pricing

Quantities listed are estimates only and are provided for canvassing purposes. Goods shall be shipped F.O.B. Destination.

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	Presentation Packet including order form and color brochure	EA	225	$ 9.00	$ 2,025.00
2	10 Years of Service Gift	EA	67	$ 61.00	$ 4,087.00
3	15 Years of Service Gift	EA	51	$ 113.00	$ 5,763.00
4	20 Years of Service Gift	EA	28	$ 144.00	$ 4,032.00
5	25 Years of Service Gift	EA	44	$ 194.00	$ 8,536.00
6	30 Years of Service Gift	EA	14	$ 225.00	$ 3,150.00
7	35 Years of Service Gift	EA	10	$ 252.00	$ 2,520.00
8	40 years of Service Gift	EA	1	$ 286.00	$ 286.00
9	45 Years of Service Gift	EA	1	$ 329.00	$ 329.00
10	One-Time Account Set Up Fee	EA	1	$ 0.00	$ 0.00
11	Monthly Administration Fee	EA	225	$ 4.00	$ 900.00
				GRAND TOTAL	$ 31,628.00

GRAND TOTAL (In words)	Thirty One Thousand Six Hundred and Twenty Eight Dollars

Section III: Alternate Pricing

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	Presentation Packet without order form and color brochure, including online ordering information	EA	225	$ 9.00	$ 2,025.00

Section IV: Certification

By signing below, the Bidder agrees to provide the required goods and/or services described in the Bid Specifications for the prices quoted on this Proposal Pricing Form.

Printed Name Christopher Cheney Signature Signature of File

Title COO/CHRO Date: 4/16/25

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:	# 25-036-HR
COMPANY NAME:	C.A. Short Company
CONTACT PERSON:	Elena Turner
CONTACT EMAIL:	elenaturner@cashort.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

Rev. 4-2025

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.

Printed Name: Elena Turner Signature: Signature on File

Title: Controller Date: 10/17/2025

Rev. 4-2025

The County of DuPage
Finance Department
Procurement Division, Room 3-400
421 North County Farm Road
Wheaton, Illinois 60187

CONTRACT RENEWAL AGREEMENT

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and Casco International DBA C. A. Short Company located at 4205 East Dixon Boulevard, Shelby, North Carolina, 28152, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #25-036-HR which became effective on 6/10/2025 and which will expire 11/30/2025. The contract is subject to the first of three options to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature and shall terminate on 11/30/2026.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, as specified in the original contract.

THE COUNTY OF DUPAGE	**CONTRACTOR**
	Signature on File
SIGNATURE	SIGNATURE
Donna Weidman	Elena Turner
PRINTED NAME	PRINTED NAME
Buyer III	Controller
PRINTED TITLE	PRINTED TITLE
	10/17/2025
DATE	DATE

Procurement Review Comprehensive Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#: 25-2678	RFP, BID, QUOTE OR RENEWAL #: 25-036-HR	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: $17,610.00
COMMITTEE: FINANCE	TARGET COMMITTEE DATE: 11/12/2025	PROMPT FOR RENEWAL: 6 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: $113,001.00
	CURRENT TERM TOTAL COST: $31,797.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: FIRST RENEWAL

Vendor Information		*Department Information*	
VENDOR: Casco International d/b/a C.A. Short Company	VENDOR #: 27908	DEPT: Human Resources	DEPT CONTACT NAME: Christine Clevenger
VENDOR CONTACT: Jimmy Spencer	VENDOR CONTACT PHONE: 800-535-5690	DEPT CONTACT PHONE #: 630-407-6228	DEPT CONTACT EMAIL: christine.clevenger@dupagecounty.gov
VENDOR CONTACT EMAIL: jspencer@cashort.com	VENDOR WEBSITE: www.cashort.com	DEPT REQ #: N/A	

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 agreement for employee service awards. A Request for Proposal (RFP) was initiated to secure a vendor who can provide service awards to employees with focus on the following: Approach and Service Methods Quality and Variety, and Proposal Cost. Employees will be recognized and rewarded with service awards for anniversary date milestones 10, 15, 20, 25, 30, 35, 40, and 45 years of service to the County. The current contract cost will be $31,797.00. This will be the first 1-year optional renewal.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished

County Policy 6.9, Service Awards, allows employees to receive a certificate and select a gift for their milestone anniversaries with the County.

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 RENEWAL OF RFP	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. Request for Proposal (RFP) was initiated. An evaluation of the vendors that responded was completed (RFP #25-036-HR).
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). The evaluation committee recommends contracting with Casco International d/b/a C.A. Short Company to provide Employee Service Awards based upon the following criteria: Approach and Service Methods, Quality and Variety of Awards, Proposal Pricing. Alternatives: 1) Solicit new RFP, 2) Discontinue employee service award program

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			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: Casco International d/b/a C.A. Short Company	Vendor#: 27908	Dept: Human Resources	Division: N/A
Attn: Jimmy Spencer	Email: jspencer@cashort.com	Attn: Human Resources	Email: dpchumanresources@ dupagecounty.gov
Address: 4205 E Dixon Blvd	City: Shelby	Address: 421 N County Farm Rd	City: Wheaton
State: NC	Zip: 28152	State: IL	Zip: 60187
Phone: 800-535-5690	Fax:	Phone: 630-407-6300	Fax: 630-407-6301
Send Payments To:		*Ship to:*	
Vendor: C.A. Short Company	Vendor#: 27908	Dept: Human Resources	Division: N/A
Attn:	Email:	Attn: Human Resouces	Email: dpchumanresources@ dupagecounty.gov
Address: P.O. Box 890151	City: Charlotte	Address: 421 N County Farm Rd	City: Wheaton
State: NC	Zip: 28289-0151	State: IL	Zip: 60187
Phone: 704-482-9591	Fax: 704-482-9953	Phone: 630-407-6300	Fax: 630-407-6301
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	N/A	Care Center - Administration	FY26	1200	2000	53830	N/A	339.00	339.00
2	1	EA	N/A	Care Center - Financial Svcs	FY26	1200	2010	53830	N/A	207.00	207.00
3	1	EA	N/A	Care Center - Dining Svcs	FY26	1200	2025	53830	N/A	440.00	440.00
4	1	EA	N/A	Care Center - Laundry	FY26	1200	2030	53830	N/A	126.00	126.00
5	1	EA	N/A	Care Center - Housekeeping	FY26	1200	2035	53830	N/A	721.00	721.00
6	1	EA	N/A	Care Center - Nursing	FY26	1200	2050	53830	N/A	2,360.00	2,360.00
7	1	EA	N/A	Care Center - Rehab Svcs	FY26	1200	2060	53830	N/A	126.00	126.00
8	1	EA	N/A	Care Center - Social Svcs	FY26	1200	2070	53830	N/A	314.00	314.00
9	1	EA	N/A	Care Center - Pharmacy	FY26	1200	2085	53830	N/A	126.00	126.00
10	1	EA	N/A	Community Svcs	FY26	1000	1750	53830	N/A	1,927.00	1,927.00
11	1	EA	N/A	DOT	FY26	1500	3500	53830	N/A	281.00	281.00
12	1	EA	N/A	DOT	FY26	1500	3510	53830	N/A	1,307.00	1,307.00
13	1	EA	N/A	DOT	FY26	1500	3520	53830	N/A	74.00	74.00
14	1	EA	N/A	Finance	FY26	1000	1150	53830	N/A	281.00	281.00
15	1	EA	N/A	Human Resources	FY26	1000	1120	53830	N/A	607.00	607.00
16	1	EA	N/A	IT	FY26	1000	1110	53830	N/A	802.00	802.00
17	1	EA	N/A	IT	FY26	1000	1115	53830	N/A	126.00	126.00
18	1	EA	N/A	IT - GIS	FY26	1100	2900	53830	N/A	571.00	571.00
19	1	EA	N/A	Animal Svcs	FY26	1100	1300	53830	N/A	364.00	364.00
20	1	EA	N/A	Public Works	FY26	2000	2555	53830	N/A	422.00	422.00
21	1	EA	N/A	Public Works	FY26	2000	2640	53830	N/A	74.00	74.00
22	1	EA	N/A	Public Works	FY26	2000	2665	53830	N/A	438.00	438.00
23	1	EA	N/A	Facilities Mgmt	FY26	1000	1100	53830	N/A	1,445.00	1,445.00
24	1	EA	N/A	Facilities Mgmt - Grounds	FY26	1000	1102	53830	N/A	148.00	148.00
25	1	EA	N/A	Bldg & Zoning	FY26	1100	2810	53830	N/A	357.00	357.00
26	1	EA	N/A	Supervisor of Assessments	FY26	1000	1800	53830	N/A	395.00	395.00
27	1	EA	N/A	Stormwater	FY26	1600	3000	53830	N/A	373.00	373.00
28	1	EA	N/A	County Clerk - Election Div	FY26	1000	4220	53830	N/A	265.00	265.00
29	1	EA	N/A	Auditor	FY26	1000	4000	53830	N/A	207.00	207.00
30	1	EA	N/A	Circuit Court	FY26	1000	5900	53830	N/A	231.00	231.00
31	1	EA	N/A	Circuit Clerk	FY26	1000	6700	53830	N/A	1,499.00	1,499.00
32	1	EA	N/A	Coroner	FY26	1000	4100	53830	N/A	238.00	238.00
33	1	EA	N/A	Probation	FY26	1000	6100	53830	N/A	2,703.00	2,703.00
34	1	EA	N/A	Probation	FY26	1000	6110	53830	N/A	281.00	281.00
35	1	EA	N/A	Public Defender	FY26	1000	6300	53830	N/A	521.00	521.00
36	1	EA	N/A	Regional Office of Education	FY26	1000	5700	53830	N/A	126.00	126.00
37	1	EA	N/A	Sheriff	FY26	1000	4400	53830	N/A	910.00	910.00
38	1	EA	N/A	Sheriff - Crime/Forensic	FY26	1000	4403	53830	N/A	364.00	364.00
39	1	EA	N/A	Sheriff - Micro Sys	FY26	1000	4404	53830	N/A	74.00	74.00
40	1	EA	N/A	Sheriff - Court Security	FY26	1000	4405	53830	N/A	1,837.00	1,837.00
41	1	EA	N/A	Sheriff - COR	FY26	1000	4410	53830	N/A	2,910.00	2,910.00
42	1	EA	N/A	Sheriff - LEB	FY26	1000	4415	53830	N/A	1,288.00	1,288.00
43	1	EA	N/A	State's Attorney	FY26	1000	6500	53830	N/A	2,407.00	2,407.00
44	1	EA	N/A	State's Attorney - Children's Center	FY26	1000	6510	53830	N/A	414.00	414.00
45	1	EA	N/A	State's Attorney	FY26	1500	3500	53830	N/A	126.00	126.00
46	1	EA	N/A	Treasurer	FY26	1000	5000	53830	N/A	645.00	645.00

FY is required, ensure the correct FY is selected.

Requisition Total $ 31,797.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Contract Purchase Order issued to Casco International d/b/a C.A. Short Company, to provide employee service awards for anniversary milestones, for a period of December 1, 2025 thru November 30, 2026, for Human Resources, per RFP 25-036-HR, first 1-year optional renewal of three.
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.

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

File #: FI-P-0019-25 **Agenda Date:** 11/12/2025 **Agenda #:** 7.A.2.

AWARDING RESOLUTION
ISSUED TO MOMKUS, LLC
FOR LEGAL SERVICES
FOR THE STATE'S ATTORNEY'S OFFICE
(TOTAL AMOUNT NOT TO EXCEED $70,000.00)

WHEREAS, certain attorneys from the law firm of Momkus, LLC have been appointed as Special Assistant State's Attorneys; and

WHEREAS, the Finance Committee recommends County Board approval for the issuance of payments to Momkus, LLC, to provide legal services as Special Assistant State's Attorneys, for the period of December 1, 2025 through November 30, 2026.

NOW, THEREFORE, BE IT RESOLVED, that said approval of payments for legal services for the State's Attorney's Office, for the period December 1, 2025 through November 30, 2026, be, and is hereby approved for issuance of payments to Momkus, LLC, 1011 Warrenville Road, Suite 500, Lisle, IL 60532, for an amount not to exceed $70,000.00.

Enacted and approved this 12th day of November, 2025 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#: FI-P-0019-25	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: $70,000.00
COMMITTEE: FINANCE	TARGET COMMITTEE DATE: 11/12/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: $70,000.00
	CURRENT TERM TOTAL COST: $70,000.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		*Department Information*	
VENDOR: Momkus, LLC	VENDOR #: 32531	DEPT: State's Attorney's Office	DEPT CONTACT NAME: Lisa Smith
VENDOR CONTACT: Patrick Boland	VENDOR CONTACT PHONE: 630-434-0400	DEPT CONTACT PHONE #: 630-407-8206	DEPT CONTACT EMAIL: Lisa.Smith@dupageco.org
VENDOR CONTACT EMAIL: pboland@momkus.com	VENDOR WEBSITE:	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.). Attorneys Patrick Boland and Jennifer Friedland of the Momkus, LLC firm were appointed Special Assistant State's Attorneys to represent the County in the matter of Camiliere v. County of DuPage, et al, Case No: 2021 L 593 pending in the Circuit Court of DuPage County. Plaintiff was riding a motorcycle when she was hit and killed by a vehicle at an intersection under the jurisdiction and control of DuPage County. Plaintiff claims DuPage County failed to maintain a reasonably safe intersection. The case is currently in the discovery stage .

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished

It is necessary for outside counsel to represent the County due to a potential legal conflict.

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. The State's Attorney is familiar with this firm's expertise in these matters and has been satisfied with the firm's performance.
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). Recommendation to use Momkus due to existing contracts and working relationships.

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			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: Momkus, LLC	Vendor#: 32531	Dept: State's Attorney's Office	Division: Civil Bureau
Attn:	Email:	Attn: Lisa Smith	Email: Lisa.Smith@dupageco.org
Address: 1001 Warrenville Road	City: Lisle	Address: 503 N. COUNTY FARM ROAD	City: WHEATON
State: IL	Zip: 60532	State: il	Zip: 60187
Phone: 312-494-1000	Fax:	Phone:	Fax:
Send Payments To:		*Ship to:*	
Vendor: Momkus, LLC	Vendor#: 32531	Dept:	Division:
Attn:	Email:	Attn:	Email:
Address: 1001 Warrenville Road	City: Lisle	Address:	City:
State: IL	Zip: 60532	State:	Zip:
Phone: 312-494-1000	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): 12/01/2025	Contract End Date (PO25): 11/30/2026

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		Momkus Legal Services FY26	FY26	1100	1212	53030		70,000.00	70,000.00
FY is required, ensure the correct FY is selected.										Requisition Total	$ 70,000.00

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.

Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractural Obligation.

Date: Oct 31, 2025

Bid/Contract/PO #: _____

Company Name:	Momkus LLP	Company Contact:	Jennifer Friedland
Contact Phone:	630-4930627	Contact Email:	jfriedland@momkus.com

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. 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 resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. 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

☒ **NONE (check here) - If no contributions have been made**

Add Line	Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made
x					

2. 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.

☒ **NONE (check here) - If no contacts have been made**

Add Line	Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email
x			

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 disclosure is required, and I agree 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 for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature [redacted]

Printed Name Jennifer Friedland

Title Equity Partner

Date 10/31/25

Attach additional sheets if necessary. Sign each sheet and number each page. Page _____ of _____ (total number of pages)

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

File #: FI-P-0020-25 **Agenda Date:** 11/12/2025 **Agenda #:** 7.A.3.

AWARDING RESOLUTION
ISSUED TO THE SOTOS LAW FIRM, P.C.
FOR LEGAL SERVICES
FOR THE STATE'S ATTORNEY'S OFFICE
(TOTAL AMOUNT NOT TO EXCEED $120,000.00)

WHEREAS, certain attorneys from The Sotos Law Firm, P.C. have been appointed as Special Assistant State's Attorneys; and

WHEREAS, the Finance Committee recommends County Board approval for the issuance of payments to The Sotos Law Firm, P.C., to provide legal services as Special Assistant State's Attorneys, for the period of October 1, 2025 through September 30, 2027.

NOW, THEREFORE, BE IT RESOLVED, that said approval of payments for legal services for the State's Attorney's Office, for the period October 1, 2025 through September 30, 2027, be, and is hereby approved for issuance of payments to The Sotos Law Firm, P.C., 141 W. Jackson Blvd., Suite 1240A, Chicago, IL 60604, for an amount not to exceed $120,000.00.

Enacted and approved this 12th day of November, 2025 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#: FI-P-0020-25	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: $120,000.00
COMMITTEE: FINANCE	TARGET COMMITTEE DATE: 11/12/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: $120,000.00
	CURRENT TERM TOTAL COST: $120,000.00	MAX LENGTH WITH ALL RENEWALS: TWO YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		*Department Information*	
VENDOR: The Sotos Law Firm, P.C.	VENDOR #:	DEPT: State's Attorney's Office	DEPT CONTACT NAME: Lisa Smith
VENDOR CONTACT: Katy Sotos	VENDOR CONTACT PHONE: 630-735-3302	DEPT CONTACT PHONE #: 630-407-8206	DEPT CONTACT EMAIL: Lisa.Smith@dupageco.org
VENDOR CONTACT EMAIL: KSotos@jsotoslaw.com	VENDOR WEBSITE:	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.).
Attorneys Laura Ranum and Claudia Fantauzzo of The Sotos Law Firm, P.C. were appointed Special Assistant State's Attorneys to represent a jail medical employee in Case No. 24 CV 8263. The State's Attorney's Office currently represents the County and the Sheriff and therefore is prohibited from representing the jail medical employee. This case involves the death of an inmate.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
Attorneys Laura Ranum and Claudia Fantauzzo of The Sotos Law Firm, P.C. were appointed as Special Assistant State's Attorneys to represent one of the defendants in Case No. 24 CV 8263 due to a conflict prohibiting the State's Attorney's Office from representation of all defendants.

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. The Sotos Law Firm, P.C. has specialized in this type of complex litigation as well as in the representation of law enforcement personnel in these matters. The State's Attorney is familiar with this firm's expertise in these matters and has used this firm to defend cases in the recent past and has been satisfied with the firm's performance.
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). Recommendation to use The Sotos Law Firm, P.C. due to existing contracts and working relationships.

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			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: The Sotos Law Firm, P.C.	Vendor#:	Dept: State's Attorney's Office	Division: Civil Bureau
Attn: Katy Sotos	Email: KSotos@jsotoslaw.com	Attn: Lisa Smith	Email: Lisa.Smith@dupageco.org
Address: 141 W. Jackson Blvd., Ste. 1240A	City: Chicago	Address: 503 N. COUNTY FARM ROAD	City: WHEATON
State: IL	Zip: 60604	State: IL	Zip: 60187
Phone: 630-735-3302	Fax:	Phone: 630-407-8206	Fax:
Send Payments To:		*Ship to:*	
Vendor: SAME	Vendor#:	Dept:	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): 10/01/2025	Contract End Date (PO25): 09/30/2027

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		The Sotos Law Firm	FY25	1100	1212	53030		10,000.00	10,000.00
2	1	EA		The Sotos Law Firm	FY26	1100	1212	53030		60,000.00	60,000.00
3	1	EA		The Sotos Law Firm	FY27	1100	1212	53030		50,000.00	50,000.00
FY is required, ensure the correct FY is selected.										Requisition Total	$ 120,000.00

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.

Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: _____

Bid/Contract/PO #: _____

Company Name: The Sotos Law Firm, P.C.	Company Contact: Katy Sotos
Contact Phone: 630-735-3302	Contact Email: sotifam@comcast.net

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. 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 resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. 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

☐ **NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made
Citizens for Bob Berlin	The Sotos Law Firm, P.C.	Golf Outing Donation	$1,500.00	8.12.25

2. 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.

☒ **NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

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 disclosure is required, and I agree 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 for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature [redacted]

Printed Name James G. Sotos

Title President/Owner

Date 11.4.25

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)

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

File #: FI-P-0021-25 **Agenda Date:** 11/12/2025 **Agenda #:** 7.A.4.

AWARDING RESOLUTION
ISSUED TO O'HAGAN MEYER
FOR LEGAL SERVICES
FOR THE STATE'S ATTORNEY'S OFFICE
(TOTAL AMOUNT NOT TO EXCEED $100,000.00)

WHEREAS, certain attorneys from the law firm of O'Hagan Meyer have been appointed as Special Assistant State's Attorneys; and

WHEREAS, the Finance Committee recommends County Board approval for the issuance of payments to O'Hagan Meyer, to provide legal services as Special Assistant State's Attorneys, for the period of September 1, 2025 through November 30, 2026.

NOW, THEREFORE, BE IT RESOLVED, that said approval of payments for legal services for the State's Attorney's Office, for the period September 1, 2025 through November 30, 2026, be, and is hereby approved for issuance of payments to O'Hagan Meyer, 1 E. Wacker Dr., Suite 3400, Chicago, IL 60601, for an amount not to exceed $100,000.00.

Enacted and approved this 12th day of November, 2025 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#: FI-P-0021-25	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: 1 YR + 1 X 1 YR TERM PERIOD	INITIAL TERM TOTAL COST: $100,000.00
COMMITTEE: FINANCE	TARGET COMMITTEE DATE: 11/12/2025	PROMPT FOR RENEWAL: 6 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: $100,000.00
	CURRENT TERM TOTAL COST: $100,000.00	MAX LENGTH WITH ALL RENEWALS: TWO YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		*Department Information*	
VENDOR: O'Hagan Meyer	VENDOR #: 36255	DEPT: State's Attorney's Office	DEPT CONTACT NAME: Lisa Smith
VENDOR CONTACT: Luke Sheridan	VENDOR CONTACT PHONE: 312-422-6124	DEPT CONTACT PHONE #: 630-407-8206	DEPT CONTACT EMAIL: Lisa.Smith@dupagecounty.gov
VENDOR CONTACT EMAIL: Isheridan@ohagenmeyer.com	VENDOR WEBSITE:	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.). Certain attorneys from the law firm of O'Hagan Meyer were appointed as Special Assistant State's Attorneys to provide legal representation of Dr. Martija in the matter of Acrey v. DuPage County, Case No. 25 cv 7746 in order to avoid a potential legal conflict as the State's Attorney's Office represents other named defendants.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished

The appointment of Special Assistant State's Attorneys are needed in this matter to avoid a legal conflict.

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. The State's Attorney is familiar with this firm's expertise in the type of case in which they were appointed.
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 necessary for outside counsel to represent Dr. Martija as the State's Attorney's Office represents other named defendants which could create a potential legal conflict.

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			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: O'Hagan Meyer	Vendor#: 36255	Dept: State's Attorney's Office	Division: Civil Bureau
Attn:	Email:	Attn: Lisa Smith	Email: Lisa.Smith@dupageco.org
Address: One East Wacker Drive, Ste. 3400	City: Chicago	Address: 503 N. COUNTY FARM ROAD	City: Wheaton
State: IL	Zip: 60601	State: IL	Zip: 60187
Phone: 312-422-6124	Fax:	Phone: 630-407-6116	Fax:
Send Payments To:		*Ship to:*	
Vendor: O'Hagan Meyer	Vendor#: 36255	Dept:	Division:
Attn:	Email:	Attn:	Email:
Address: One East Wacker Drive, Ste. 3400	City: Chicago	Address:	City:
State: IL	Zip: 60601	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Sep 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		O'Hagan Meyer Legal Services	FY25	1100	1212	53030		25,000.00	25,000.00
2	1	EA		O'Hagan Meyer Legal Services	FY26	1100	1212	53030		75,000.00	75,000.00
FY is required, ensure the correct FY is selected.										Requisition Total	$ 100,000.00

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.

Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractural Obligation.

Date: 11-5-25

Bid/Contract/PO #:

Company Name:	O'Hagan Meyer, LLC	Company Contact:	Luke P. Sheridan
Contact Phone:	312 422 - 6124	Contact Email:	lsheridan@ohaganmeyer.com

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. 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 resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. 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

☑ **NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

2. 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.

☑ **NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

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 disclosure is required, and I agree 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 for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature [redacted]

Printed Name Luke P. Sheridan

Title Partner - O'Hagan Meyer, LLC

Date 11-5-2025

Attach additional sheets if necessary. Sign each sheet and number each page. Page _____ of _____ (total number of pages)

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

File #: FI-P-0022-25 **Agenda Date:** 11/12/2025 **Agenda #:** 7.A.5.

AWARDING RESOLUTION
ISSUED TO HERVAS, CONDON & BERSANI, P.C.
FOR LEGAL SERVICES
FOR THE STATE'S ATTORNEY'S OFFICE
(TOTAL AMOUNT NOT TO EXCEED $75,000.00)

WHEREAS, certain attorneys from the law firm of Hervas, Condon & Bersani, P.C. have been appointed as Special Assistant State's Attorneys; and

WHEREAS, the Finance Committee recommends County Board approval for the issuance of payments to Hervas, Condon & Bersani, P.C., to provide legal services as Special Assistant State's Attorneys, for the period of October 1, 2025 through November 30, 2026.

NOW, THEREFORE, BE IT RESOLVED, that said approval of payments for legal services for the State's Attorney's Office, for the period October 1, 2025 through November 30, 2026, be, and is hereby approved for issuance of payments to Hervas, Condon & Bersani, P.C., 333 Pierce Road, Itasca, IL 60143, for an amount not to exceed $75,000.00.

Enacted and approved this 12th day of November, 2025 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#: FI-P-0022-25	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: 1 YR + 1 X 1 YR TERM PERIOD	INITIAL TERM TOTAL COST: $75,000.00
COMMITTEE: FINANCE	TARGET COMMITTEE DATE: 11/12/2025	PROMPT FOR RENEWAL: 6 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: $75,000.00
	CURRENT TERM TOTAL COST: $75,000.00	MAX LENGTH WITH ALL RENEWALS: TWO YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		*Department Information*	
VENDOR: Hervas, Condon & Bersani, P.C.	VENDOR #: 43741	DEPT: State's Attorney's Office	DEPT CONTACT NAME: Lisa Smith
VENDOR CONTACT:	VENDOR CONTACT PHONE: (630) 773-4774	DEPT CONTACT PHONE #: 630-407-8206	DEPT CONTACT EMAIL: Lisa.Smith@dupageco.org
VENDOR CONTACT EMAIL:	VENDOR WEBSITE: hcbattorneys.com	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.).
Attorney Scott Cohen of Hervas, Condon & Bersani was appointed as Special Assistant State's Attorneys to provide legal representation in the matter of Jonathan Sosa v. DuPage County, Case No. 25 cv 9617 in order to avoid a potential legal conflict as the State's Attorney's Office represents other named defendants.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
The appointment of Special Assistant State's Attorneys are needed in this matter to avoid a legal conflict.

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. The State's Attorney is familiar with this firm's expertise in the type of case in which they were appointed.
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). Recommendation to use Hervas, Condon & Bersani due to existing contracts and working relationships.

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			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: Hervas, Condon & Bersani	Vendor#: 43741	Dept: State's Attorney's Office	Division: Civil Bureau
Attn:	Email:	Attn: Lisa Smith	Email: Lisa.Smith@dupageco.org
Address: 333 Pierce Road	City: Itasca	Address: 503 N. COUNTY FARM ROAD	City: WHEATON
State: IL	Zip: 60143	State: il	Zip: 60187
Phone: 630-860-4343	Fax:	Phone: 630-407-8206	Fax:
Send Payments To:		*Ship to:*	
Vendor: SAME	Vendor#:	Dept:	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): 10/01/2025	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		Hervas, Condon & Bersani, P.C.	FY25	1100	1212	53030		10,000.00	10,000.00
2	1	EA		Hervas, Condon & Bersani, P.C.	FY26	1100	1212	53030		65,000.00	65,000.00
FY is required, ensure the correct FY is selected.										Requisition Total	$ 75,000.00

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.

Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractural Obligation.

Date: 11/5/25

Bid/Contract/PO #: _____

Company Name: HERVAS, CONDON + BERSANI	Company Contact: MICHAEL BERSANI
Contact Phone: (630) 860-4343	Contact Email: mbersani@hcbattorneys.com

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. 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 resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. 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

☒ **NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

2. 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.

☒ **NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

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 disclosure is required, and I agree 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 for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature [redacted]

Printed Name MICHAEL D. BERSANI

Title PARTNER

Date 11-5-25

Attach additional sheets if necessary. Sign each sheet and number each page. Page _____ of _____ (total number of pages)

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

File #: FI-P-0023-25 **Agenda Date:** 11/12/2025 **Agenda #:** 7.A.6.

AWARDING RESOLUTION
ISSUED TO ROCK FUSCO & CONNELLY, LLC
FOR LEGAL SERVICES
FOR THE STATE'S ATTORNEY'S OFFICE
(TOTAL AMOUNT NOT TO EXCEED $120,000.00)

WHEREAS, certain attorneys from the law firm of Rock Fusco & Connelly, LLC, have been appointed as Special Assistant State's Attorneys; and

WHEREAS, the Finance Committee recommends County Board approval for the issuance of payments to Rock Fusco & Connelly, LLC, to provide legal services as Special Assistant State's Attorneys, for the period of October 1, 2025 through September 30, 2027.

NOW, THEREFORE, BE IT RESOLVED, that said approval of payments for legal services for the State's Attorney's Office, for the period October 1, 2025 through September 30, 2027, be, and is hereby approved for issuance of payments to Rock Fusco & Conelly, LLC, 321 N. Clark St., Suite 2200, Chicago, IL 60654, for an amount not to exceed $120,000.00.

Enacted and approved this 12th day of November, 2025 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#: FI-P-0023-25	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: $120,000.00
COMMITTEE: FINANCE	TARGET COMMITTEE DATE: 11/12/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: $120,000.00
	CURRENT TERM TOTAL COST: $120,000.00	MAX LENGTH WITH ALL RENEWALS: TWO YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		*Department Information*	
VENDOR: Rock Fusco & Connelly, LLC	VENDOR #: 23123	DEPT: State's Attorney's Office	DEPT CONTACT NAME: Lisa Smith
VENDOR CONTACT: John Rock	VENDOR CONTACT PHONE: 312-494-1000	DEPT CONTACT PHONE #: 630-407-8206	DEPT CONTACT EMAIL: Lisa.Smith@dupageco.org
VENDOR CONTACT EMAIL: jrock@rfclaw.com	VENDOR WEBSITE: www.rockfuscoconnelly.com	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.).
Attorneys Theresa Carney and Collin Smith of Rock Fusco Connelly LLC were appointed Special Assistant State's Attorneys to represent a jail medical employee in Case No. 24 CV 8263. The State's Attorney's Office currently represents the County and the Sheriff and therefore is prohibited from representing the jail medical employee. This case involves the death of an inmate.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
Attorneys Theresa Carney and Collin Smith of Rock Fusco Connelly LLC were appointed as Special Assistant State's Attorneys to represent one of the defendants in Case No. 24 CV 8263 due to a conflict prohibiting the State's Attorney's Office from representation of all defendants.

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. Rock Fusco & Connelly, LLC has specialized in this type of complex litigation as well as in the representation of law enforcement personnel in these matters. The State's Attorney is familiar with this firm's expertise in these matters and has used this firm to defend cases in the recent past and has been satisfied with the firm's performance.
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). Recommendation to use Rock Fusco & Connelly due to existing contracts and working relationships.

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			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: Rock Fusco & Connelly, LLC	Vendor#: 23123	Dept: State's Attorney's Office	Division: Civil Bureau
Attn: John Rock	Email: jrock@rfclaw.com	Attn: Lisa Smith	Email: Lisa.Smith@dupageco.org
Address: 321 N. Clark St., Suite 2200	City: Chicago	Address: 503 N. COUNTY FARM ROAD	City: WHEATON
State: IL	Zip: 60654	State: il	Zip: 60187
Phone: 312-494-1000	Fax:	Phone:	Fax:
Send Payments To:		*Ship to:*	
Vendor: SAME	Vendor#:	Dept:	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): 10/01/2025	Contract End Date (PO25): 09/30/2027

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		Rock Fusco Legal Services	FY25	1100	1212	53030		10,000.00	10,000.00
2	1	EA		Rock Fusco Legal Services	FY26	1100	1212	53030		60,000.00	60,000.00
3	1	EA		Rock Fusco Legal Services	FY27	1100	1212	53030		50,000.00	50,000.00
FY is required, ensure the correct FY is selected.										Requisition Total	$ 120,000.00

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.

Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractural Obligation.

Date: Nov 4, 2025

Bid/Contract/PO #: 23-C.B.

Company Name: Rock Fusco & Connelly, LLC	Company Contact: John J. Rock
Contact Phone: (312) 494-1000	Contact Email: jrock@rfclaw.com

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. 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 resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. 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.

☐ **NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made
See attached				

2. 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.

☒ **NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

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 disclosure is required, and I agree 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 for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature [redacted]

Printed Name John J. Rock

Title Manager

Date 4 November 2025

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 2 (total number of pages)

ADDENDUM TO REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT
ROCK FUSCO & CONNELLY, LLC

1. All campaign contributions made within the current and previous calendar year to incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit:

Recipient	*Description*	*Amount*	*Date*
Citizens for Bob Berlin	Cash	$2,500	July 24, 2025
Deb Conroy for DuPage County Chair	Cash	$250	June 2, 2025

John J. Rock, Manager
Rock Fusco & Connelly, LLC

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

File #: ETS-R-0069-25 **Agenda Date:** 11/12/2025 **Agenda #:** 7.B.1.

RESOLUTION APPROVING THE SALE OF INVENTORY FROM THE COUNTY OF DU PAGE ON BEHALF OF THE EMERGENCY TELEPHONE SYSTEM BOARD OF DU PAGE COUNTY TO ADAMS COUNTY

WHEREAS, the DuPage County Emergency Telephone System Board ("DU PAGE ETSB") is an emergency telephone system board, established pursuant to Section 15.4 of the Local Government Emergency Telephone System Act, 50 ILCS 750/15.4 ("Act"); and

WHEREAS, the DU PAGE ETSB is authorized and empowered, pursuant to Section 15.4 (b) of the Act to plan, implement, upgrade, and maintain an Emergency 9-1-1 System for citizens of the County of DuPage and portions of Cook, Kane and Will counties; and

WHEREAS, DuPage County is the ultimate owner of property purchased with 9-1-1 surcharge funds; and

WHEREAS, the DU PAGE ETS Board previously designated 90 legacy APX7000XE and 22 APX7000 7/800 VHF portable radios on Attachment A of this resolution as surplus in ETS Resolutions ETS-R-0068-25; and

WHEREAS, the 9-1-1 System Coordinator recommends DU PAGE ETS Board approval for the sale of 90 legacy APX7000XE and 22 APX7000 7/800 VHF portable radios listed on Attachment A of this resolution to Adams County; and

WHEREAS, after consultation with the Procurement Office and Finance Director, DuPage County finds and determines that the Surplus Items are no longer necessary and cannot be utilized by another office or department of County government.

NOW THEREFORE, BE IT RESOLVED, that DU PAGE ETS BOARD approves the sale of 90 legacy APX7000XE and 22 APX7000 7/800 VHF portable radios listed on Attachment A of this resolution to the Adams County.

Enacted and approved this 12th day of November, 2025 at Wheaton, Illinois.

_____

GREG SCHWARZE, CHAIR
EMERGENCY TELEPHONE SYSTEM BOARD

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

SALES AGREEMENT

Contract No.: **25DEDIRS058**
Dated: **November 12, 2025**

This is an Agreement by and between The County of DuPage and Emergency Telephone System Board of DuPage County, hereafter called SELLER, and Adams County, a public safety entity, hereafter called BUYER.

In consideration of the mutual undertakings herein contained, the parties hereto agree as follows:

1. **SALE:** SELLER agrees to sell to BUYER and BUYER agrees to purchase from SELLER portable radios and accessories listed in Attachment A (referred to as the "Equipment") in accordance with the terms and conditions specified herein.

2. **SALE PRICE:** The Sale Price of the Equipment: **$56,000.00.**

   $500.00 per APX7000XE portable ruggedized radio and APX7000 dual band 7/800 VHF radio in "as is condition". Radio mics, chargers and batteries will be provided one per portable also in "as is condition."

   112 portable radios @ $500.00 = $56,000.00
   APX7000XE quantity 90
   APX7000 7/800 VHF quantity 22

   Associated accessories includes:
   1 remote speaker microphone, 1 belt clip, 1 battery, 1 single charger. Radios include TDMA and AES encryption flash kits in purchase price.

3. **PAYMENT:** BUYER agrees to pay SELLER pursuant to the Illinois Prompt Payment Act (30 ILCS 540). The SELLER will invoice BUYER upon delivery of equipment as shown in Attachment A. The BUYER may remit all costs at any time during the payment period.

4. **DELIVERY:** BUYER shall be responsible for the pickup at 420 County Farm Road, Winfield, Illinois or shipping costs of all items on Attachment A.

5. **WARRANTY: SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE DESIGN, OPERATION, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN, THE EQUIPMENT AND ALL WARRANTIES INCLUDING WARRANTIES OF, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE EQUIPMENT ARE HEREBY EXCLUDED. BUYER AGREES THAT SELLER WILL IN NO EVENT BE LIABLE FOR DAMAGES ARISING IN STRICT LIABILITY OR FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER ARISING. SELLER'S LIABILITY SHALL**

UNDER NO CIRCUMSTANCES EXCEED THE PURCHASE PRICE OF SUCH ITEM OF EQUIPMENT SET FORTH IN THIS AGREEMENT.

6. **TITLE:** Title to the Equipment free and clear of all liens, claims and encumbrances of any kind shall vest in BUYER upon final payment by BUYER to SELLER of the full Sale Price required to be paid pursuant to Paragraph 3 hereof.

7. **NOTICES:** Any notice hereunder shall be in writing and shall be deemed to be given when delivered, including but not limited to overnight courier or electronic transmission or, if mailed, on the third day after mailing by registered or certified mail, postage prepaid and addressed to BUYER or SELLER at its respective address shown on the preamble to this Agreement, or to either party at such other address it has designated as its address for purposes of notice hereunder.

8. **FORUM SELECTION, CHOICE OF LAW, AND INDEMNITY:**
   A. The venue for all disputes arising out of this contract will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois;
   B. This contract shall be governed by the laws of the State of Illinois including all matters of construction, validity, performance and enforcement; and
   C. BUYER shall, at all times, to the extent permitted by law, fully indemnify, hold harmless, and defend the SELLER and its officers, agents, and employees from and against any and all claims and demands, actions or suits brought against them. BUYER shall likewise be liable for the cost, fees and expenses incurred in the SELLER's defense of any such claims, actions or suits. Notwithstanding this duty to indemnify, the Parties recognize that the DuPage County State's Attorney is the exclusive legal representative of the County of DuPage and the SELLER. Nothing contained herein shall be construed as prohibiting the DuPage County State's Attorney's Office from defending the SELLER, the County, or their 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. Indemnification shall be deemed a waiver of the SELLER or the County of DuPage's defenses under the Illinois Local Government and Governmental Employees Tort Liability Act.

9. **MISCELLANEOUS**
   A. This Agreement constitutes the entire agreement between SELLER and BUYER with respect to the sale and purchase of the Equipment on Attachment A and supersedes all prior and concurrent offers, promises, representations, negotiations, discussions and agreements that may have been made in connection with the sale of the Equipment. No representation or statement not contained herein shall be binding upon SELLER or BUYER as a warranty or otherwise unless in writing and executed by the party to be bound thereby. If BUYER does not sign this Agreement and return the signed copy of this

Agreement to SELLER within sixty (60) days of the receipt of the Agreement, this Agreement may be voided at SELLER'S election.

B. BUYER shall not assign its rights under this Agreement unless it has obtained the prior written consent of SELLER. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
C. This Agreement shall be governed by construed in accordance with the internal laws of the State of Illinois including all matters of construction, validity, performance and enforcement.
D. This Agreement is subject to acceptance by SELLER at its offices referred to in the preamble and shall only become effective on the date thereof.
E. No revision or modification of this Agreement shall be effective unless it is in writing and signed by duly authorized officers of BUYER and SELLER.
F. The BUYER further agrees that any options which are integrated as part of the subscriber units including but not limited to Airtime are the responsibility of the BUYER.
G. The BUYER understands that purchase of equipment does not entitle BUYER to access to the DuPage Emergency Dispatch Interoperable Radio System (DEDIR System). Access to the DEDIR System may be granted through a different application request.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do each hereby warrant and represent that its signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

If this Agreement is not executed by both parties and returned to SELLER within sixty (60) days of receipt**,** SELLER may terminate this Agreement without notice.

Emergency Telephone System Board Of DuPage County

By: _____
Authorized Signatory

Title: _____

Date: _____

BUYER:

By: _____
Authorized Signatory

Title: _____

Date: _____

DuPage County Board

By: _____
Deborah A. Conroy, Chair

Date: _____

Emergency Telephone System Board of DuPage County
Attachment A Equipment List for Resale

Item	Type	Serial Number	Asset Tag #
1	APX7000 VHF	655CMB0992	000017
2	APX7000 VHF	655CMB0780	000041
3	APX7000 VHF	655CMB0894	000048
4	APX7000 VHF	655CMB0892	000053
5	APX7000 VHF	655CMB1031	000062
6	APX7000 VHF	655CMB1034	000064
7	APX7000 VHF	655CLZ7434	000532
8	APX7000 VHF	655CLZ8143	001292
9	APX7000 VHF	655CLZ7863	001421
10	APX7000 VHF	655CLZ7948	001473
11	APX7000 VHF	655CLZ8128	001477
12	APX7000 VHF	655CLZ8120	001478
13	APX7000 VHF	655CLZ8125	001480
14	APX7000 VHF	655CLZ8124	001484
15	APX7000 VHF	655CLZ8127	001485
16	APX7000 VHF	655CLZ8129	001486
17	APX7000 VHF	655CLZ8079	001519
18	APX7000 VHF	655CLZ8183	001591
19	APX7000 VHF	655CLZ8317	001661
20	APX7000 VHF	655CLZ8323	001662
21	APX7000 VHF	655CLZ8215	001696
22	APX7000 VHF	655CMB1077	002096
23	APX7000XE	562CMZ0594	003120
24	APX7000XE	562CMZ0602	003124
25	APX7000XE	562CMZ0632	003125
26	APX7000XE	562CMZ0631	003126
27	APX7000XE	562CMZ1106	003135
28	APX7000XE	562CMZ0460	003177
29	APX7000XE	562CMZ0467	003178
30	APX7000XE	562CMZ0469	003179
31	APX7000XE	562CMZ0466	003181
32	APX7000XE	562CMZ0472	003182
33	APX7000XE	562CMZ0473	003184
34	APX7000XE	562CMZ0436	003209
35	APX7000XE	562CMZ0468	003213
36	APX7000XE	562CMZ0434	003214
37	APX7000XE	562CMZ1070	003233
38	APX7000XE	562CMZ1068	003234

Emergency Telephone System Board of DuPage County
Attachment A Equipment List for Resale

Item	Type	Serial Number	Asset Tag #
39	APX7000XE	562CMZ0423	003265
40	APX7000XE	562CMZ0418	003266
41	APX7000XE	562CMZ0420	003268
42	APX7000XE	562CMZ0399	003270
43	APX7000XE	562CMZ0421	003271
44	APX7000XE	562CMZ0663	003273
45	APX7000XE	562CMZ0537	003293
46	APX7000XE	562CMZ0772	003337
47	APX7000XE	562CMZ0771	003338
48	APX7000XE	562CMZ0764	003339
49	APX7000XE	562CMZ0768	003340
50	APX7000XE	562CMZ0767	003341
51	APX7000XE	562CMZ0765	003342
52	APX7000XE	562CMZ0766	003343
53	APX7000XE	562CMZ0769	003344
54	APX7000XE	562CMZ0758	003363
55	APX7000XE	562CMZ0441	003409
56	APX7000XE	562CMZ0438	003410
57	APX7000XE	562CMZ0440	003411
58	APX7000XE	562CMZ0437	003413
59	APX7000XE	562CMZ0439	003415
60	APX7000XE	562CMZ0433	003416
61	APX7000XE	562CMZ0681	003495
62	APX7000XE	562CMZ1110	003515
63	APX7000XE	562CMZ1036	003521
64	APX7000XE	562CMZ0638	003537
65	APX7000XE	562CMZ0643	003538
66	APX7000XE	562CMZ0637	003539
67	APX7000XE	562CMZ0665	003540
68	APX7000XE	562CMZ0642	003541
69	APX7000XE	562CMZ0640	003542
70	APX7000XE	562CMZ0641	003543
71	APX7000XE	562CMZ0639	003544
72	APX7000XE	562CMZ0983	003574
73	APX7000XE	562CMZ0939	003577
74	APX7000XE	562CMZ0651	003596
75	APX7000XE	562CMZ0945	003631
76	APX7000XE	562CMZ0379	003648

Emergency Telephone System Board of DuPage County
Attachment A Equipment List for Resale

Item	Type	Serial Number	Asset Tag #
77	APX7000XE	562CMZ0374	003649
78	APX7000XE	562CMZ0722	003696
79	APX7000XE	562CMZ0707	003697
80	APX7000XE	562CMZ0715	003698
81	APX7000XE	562CMZ0710	003699
82	APX7000XE	562CMZ0709	003700
83	APX7000XE	562CMZ0711	003701
84	APX7000XE	562CMZ0718	003702
85	APX7000XE	562CMZ0720	003703
86	APX7000XE	562CMZ0687	003704
87	APX7000XE	562CMZ0685	003705
88	APX7000XE	562CMZ0682	003706
89	APX7000XE	562CMZ0694	003708
90	APX7000XE	562CMZ0695	003709
91	APX7000XE	562CMZ0684	003711
92	APX7000XE	562CNF0703	003786
93	APX7000XE	562CNF0701	003787
94	APX7000XE	562CNF0694	003788
95	APX7000XE	562CNF0699	003789
96	APX7000XE	562CNF0705	003790
97	APX7000XE	562CNF0691	003791
98	APX7000XE	562CNF0692	003792
99	APX7000XE	562CNF0704	003793
100	APX7000XE	562CND0088	003811
101	APX7000XE	562CND0087	003812
102	APX7000XE	562CND0056	003813
103	APX7000XE	562CND0084	003815
104	APX7000XE	562CND0054	003816
105	APX7000XE	562CND0098	003817
106	APX7000XE	562CND0070	003858
107	APX7000XE	562CND0072	003859
108	APX7000XE	562CND0082	003860
109	APX7000XE	562CND0066	003862
110	APX7000XE	562CND0065	003863
111	APX7000XE	562CND0071	003864
112	APX7000XE	562CND0062	003865

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

File #: HS-P-0054-25 **Agenda Date:** 11/4/2025 **Agenda #:** 7.C.1.

AWARDING RESOLUTION ISSUED TO
DUPAGE FEDERATION ON HUMAN SERVICES REFORM -
LANGUAGE ACCESS RESOURCE CENTER (LARC)
FOR INTERPRETATION/TRANSLATION
AND AMERICAN SIGN LANGUAGE SERVICES
$34,000

(Under the administrative direction of the Community Services Department)

WHEREAS, the County of DuPage published RFP #23-072-CS to bid for face-to-face interpretation, telephone interpretation, translation services, and American Sign Language, setting forth the terms, conditions, and rate requests; and

WHEREAS, proposals have been taken and processed in accordance with County Board policy; and

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a County contract to DuPage Federation on Human Services Reform - Language Access Resource Center (LARC), for the second of three (3) optional one year renewals, for face to face interpretation, telephone interpretation, translation services, and American Sign Language, for the period of December 1, 2025 through November 30, 2026, for a contract total amount of $34,000.00, for Community Services and the Finance Department.

NOW, THEREFORE BE IT RESOLVED, that a contract be issued for interpretation and translation services in accordance with the Illinois State mandate for the Community Services Senior Services Department, for a contract total amount of $34,000.00, for the period of December 1, 2025 through November 30, 2026, to DuPage Federation on Human Services Reform - Language Access Resource Center (LARC), 1910 S. Highland Avenue, Suite 135 Lombard, IL, 60148, per RFP #23-072-CS, second of three optional one year renewals.

Enacted and approved this 12th day of November, 2025 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 #: RFP 23-072-CS	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: $38,000.00
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 11/04/2025	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: $152,000.00
	CURRENT TERM TOTAL COST: $34,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: SECOND RENEWAL
Vendor Information		*Department Information*	
VENDOR: DuPage Federation on Human Services Reform	VENDOR #: 11348	DEPT: Community Services	DEPT CONTACT NAME: Karen Graczyk
VENDOR CONTACT: Eva Rafas	VENDOR CONTACT PHONE: 630-782-4786	DEPT CONTACT PHONE #: 630-407-6543	DEPT CONTACT EMAIL: karen.graczyk@dupagecounty.gov
VENDOR CONTACT EMAIL: erafas@dupagefederation.org	VENDOR WEBSITE: www.dupagefederation.org	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.).
To provide face-to-face and telephonic interpreter services, and translation services, to assist clients in Community Services, primarily the Senior services' unit, and American Sign Language, for the Finance Department also, per RFP #23-072-CS, this is the second of three (3) one (1) year renewals.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
Community Services assists clientele that speak many diverse languages. The ability to communicate effectively in order to provide necessary social services an mandated by the State of Illinois requires the assistance of interpreter services.

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 RENEWAL OF RFP	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. RFP-23-072-CS
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). Award renewal to vendor as they provide good, consistent services. Do not award renewal and then have to complete another RFP for a new vendor. Do not award renewal and then not be able to provide state mandated services and communicate effectively with clientele.

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			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: DuPage Federation on Human Services Reform	Vendor#: 11348	Dept: Community Services	Division: ALL
Attn: Eva Rafas	Email: erafas@dupagefederation.org	Attn: Karen Graczyk	Email: karen.graczyk@dupagecounty.gov
Address: 1910 S. Highland Ave., Ste 135	City: Lombard	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60148	State: IL	Zip: 60187
Phone: 630-782-4782	Fax:	Phone: 630-407-6543	Fax: 630-307-6501
Send Payments To:		*Ship to:*	
Vendor: DuPage Federation on Human Services Reform	Vendor#: 11348	Dept: Community Servies	Division: ALL
Attn: Eva Rafas	Email: erafas@dupagefederaton.org	Attn: Karen Graczyk	Email: karen.graczyk@dupagecounty.gov
Address: 1910 . Highland Ave., Ste 135	City: Lombard	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60148	State: IL	Zip: 60187
Phone: 630-782-4782	Fax:	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		Interpreter Services - CS	FY26	1000	1750	53040		30,760.00	30,760.00
2	1	EA		American Sign Language	FY26	1000	1150	53040		3,240.00	3,240.00
FY is required, ensure the correct FY is selected.										Requisition Total	$ 34,000.00

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. HS COMMITTEE 11/4/2025 FINANCE/COUNTY BOARD 11/12/2025
APPROVALS	Department Head signature approval for procurements under $15,000. Procurement Officer Approval for ETSB.

The County of DuPage
Finance Department
Procurement Division, Room 3-400
421 North County Farm Road
Wheaton, Illinois 60187

CONTRACT RENEWAL AGREEMENT

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and DuPage Federation on Human Services Reform located at 1910 S. Highland Avenue, Ste. 135, Lombard, IL 60148, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #23-072-CS which became effective on 10/11/2023 and which will expire 10/10/2025. The contract is subject to the second of three options to renew for a thirteen (13) month period.

The contract renewal shall be effective on the date of last signature and shall terminate on 11/30/2026.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, as specified in the original contract.

THE COUNTY OF DUPAGE	**CONTRACTOR**
SIGNATURE	S [redacted]
Sara Rogers	Eva Rafas
PRINTED NAME	PRINTED NAME
Buyer I	Interim Executive Director
PRINTED TITLE	PRINTED TITLE
DATE	DATE

SECTION 8 - BID FORM PRICING

Quantities provided are estimates only. Actual usage shall be on an “as-needed” basis.

NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
Face to Face Core Languages					
1	Standard Rate	Hour	200	$ Spanish $45,00, other $65.00	$ 2,250.00 + $9,750.00
2	After Hours Rate	Hour	50	$ Same as standard	$ 562.50 + 2,437.50
3	Minimum Charge	Each	1	$ 1 hour	$
4	Mileage Charge	Mile	1	$ Current federal rate	$ 0.655
5	Cancellation Charge	Each	1	$ See price proposal	$
Face to Face Non-Core Languages					
6	Standard Rate	Hour	100	$ $65.00	$ 6,500.00
7	After Hours Rate	Hour	25	$ Same as standard	$ 1,625.00
8	Minimum Charge	Each	1	$ 1 hour	$
9	Mileage Charge	Mile	1	$ Current federal rate	$ 0.655
10	Cancellation Charge	Each	1	$ See price proposal	$
Telephonic Interpretation					
11	Standard Rate	Minute	100	$ $1.85	$ 185.00
12	After Hours Rate	Minute	20	$ Same as standard	$ 37.00
13	Minimum Charge	Each	1	$ N/A	$
14	Mileage Charge	Mile	1	$ N/A	$
15	Cancellation Charge	Each	1	$ N/A	$
Written Translation					
16	Charges by: WORD	Word	5000	$ Spanish $0.22, other $0.26	$ 275.00 + $975.00
17	Charges by: PAGES	Page	500	$ N/A	$
18	Charges by: TIME	Hour	100	$ N/A	$
American Sign Language					
19	Standard Rate	Hour	100	$ $135.00	$ 13,500.00
20	After Hours Rate	Hour	20	$ Same as standard	$ 2,700.0
21	Minimum Charge	Each	1	$ 2 Hours	$
22	Mileage Charge	Mile	1	$ Included in hourly rate, no separate charge	$
23	Cancellation Charge	Each	1	$ See price proposal	$
				GRAND TOTAL	$ 40,797.00

GRAND TOTAL

(In words) Cost estimates are based on the assumption that Spanish language represents 1/4 of the total face to face appts., thus the calculations were 50 hrs Spanish and 150 hrs other for the "Face to face Core Languages" line and the same ratio was utilized for calculations of the after hours and the translation estimates. Please see the Price Proposal for possible additional charges. Regarding mileage: LARC utilizes local interpreters; mileage charges might incur, but expected to be minimal.

The County of DuPage, Illinois – INTERPRETER SERVICES RFP #23-072-CS
DuPage Federation on Human Services Reform, Language Access Resource Center (LARC)

June 22, 2023

PRICE PROPOSAL

Interpretation Services
- In-Person (Face to Face On-Site) and Virtual (Video Remote) by appointment

Spoken languages*	$65.00 per hour	(1 hour minimum)
Simultaneous, recorded or broadcasted	Additional $10.00 per hour	
Sign Language (ASL, CDI)**	$135.00* per hour	(2 hour minimum)
Legal, recorded, tactile or trilingual	Additional $20 per hour	

*Spoken language cancellation with less than 24 hours' notice would fall under the "Forgiveness Policy" whereas if LARC cancels an already confirmed appointment within 24 hours of the requested start time, the County receives a credit to redeem upon a County cancellation of the same (in less than 24 hours of the appointment). Cancellations initiated by the County with less than 24 hours' notice, when there is no redeemable balance of the reciprocal, will be charged the requested time or the 1 hour minimum (whichever is greater).

**Please note LARC's policies regarding new requests and cancellation of scheduled sign language services:
- Depending on the time sensitivity of the request, such as new sign language interpreter requests placed with fewer than two full business days between submitting the order to LARC and the day of requested service, sign language requests may incur an Emergency Fee of $70.00.
- Billable Cancel: Requests will be cancelled with charge if there are fewer than two full business days between notifying LARC of the cancelation and the day of scheduled ASL service. The appointment will be charged the requested appointment duration or the 2-hour minimum (whichever is greater).
- Requests and cancellations for sign language services submitted outside of LARC's business hours will be considered "received" on the following business day.

Telephonic Interpretation Services

All languages	$1.85 per minute

Document Translation Services

Spanish	$0.22 per word
All other languages	$0.26 per word
Minimum charge	$55.00
Rush rate	Additional $0.10 per word

Travel Reimbursement

- ASL and CDI: no additional charge, included in hourly rate
- Spoken languages in person appointment: LARC will charge the customer the mileage at the current federal rate after the first 10 miles. This will be calculated roundtrip from the interpreter's residence to the location of the assignment. The interpreter is responsible for mileage up to 10 miles to and from each assignment.

Parking fees and tolls at the I-PASS rate will be charged to the Client at actual cost.

Mileage Charge	1-10 miles	No charge
	11+ miles	Current federal rate
Parking Fees	Actual cost	
Tolls	Actual cost	I-PASS rate

THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
INTERPRETER, TRANSLATOR, TRANSLATION & AMERICAN SIGN LANGUAGE SERVICES 23-072-CS
BID TABULATION

		✓	✓									
Criteria	**Available Points**	**Piedmont /PGLS**	**DuPage Federation on Human Services Reform**	Interpretnet	Globo	Acutrans, Inc.	Homeland Language Services	Cal Interpreting & Translation	Traduce LLC	Linguistica International	Languagers.com	Global Language Services
Firm Qualifications	30	**28**	**29**	28	29	24	27	24	17	23	16	16
Key Qualifications	20	**19**	**19**	19	19	16	19	17	12	16	10	11
Project Understanding	20	**19**	**19**	18	19	16	18	16	12	15	13	10
Price	30	**25**	**20**	18	16	26	14	19	30	17	25	10
Total	100	**91**	**85**	83	83	81	77	75	71	70	64	46

Fee and Rate Proposal	**$ 33,281.15**	**$ 42,498.31**	$ 47,395.98	$ 52,966.90	$ 32,737.00	$ 61,386.07	$ 45,151.65	$ 27,863.25	$ 49,445.00	$ 33,977.57	$ 83,100.00
Percentage of points	**84%**	**66%**	59%	53%	85%	45%	62%	100%	56%	82%	34%
Points awarded (wtd against lowest price)	**25**	**20**	**18**	**16**	**26**	**14**	**19**	**30**	**17**	**25**	**10**

NOTES
1. Day Translations Inc. is deemed non-responsive for not submitting requested pricing.
2. Language Line Services, Inc. is deemed non-responsive for not submitting requested pricing.
3. Transfective Language Services LLC is deemed non-responsive for not submitting requested pricing.
4. Grand Totals were recalculated to account for internal usage estimates for the following bidders: Traduce LLC, Piedmont /PGLS, Acutrans, Inc., DuPage Federation on Human Services Reform, Global Language Services, Globo, Homeland Language Services, Interpretnet, Languagers.com, and Linguista International.

RFP Posted on 06/02/2023 Bid Opened On 06/27/2023, 2:30 PM CST by	DW, MP
Invitations Sent	24
Total Requesting Documents	4
Total Bid Responses Received	14

SECTION 9 - PROPOSAL FORM

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Offeror	DuPage Federation on Human Services Reform - Language Access Resource Center
Main Business Address	1910 S. Highland Ave.
	Suite 135
City, State, Zip Code	Lombard, IL 60148
Telephone Number	630 782 4782
Fax Number	630 748 4794
Proposal Contact Person	David Roth
Email Address	droth@dupagefederation.org

The undersigned certifies that he is:

☐ the Owner/Sole Proprietor ☐ a Member of the Partnership ☑ an Officer of the Corporation ☐ a Member of the Joint Venture

herein after called the Offeror and that the members of the Partnership or Officers of the Corporation are as follows:

Theresa Forthofer, Easter Seals DuPage & Fox Valley (Chair)
(President or Partner)

Janet Derrick, Loaves & Fishes (Vice-Chair)
(Vice-President or Partner)

Kara Murphy, DuPage Health Coalition (Secretary)
(Secretary or Partner)

David Orr, Old Second National Bank (Treasurer)
(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Manager, DuPage Center, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. #1, _____, and _____ issued thereto;

Further, the undersigned proposes and agrees, if this Proposal is accepted, to provide all necessary machinery, tools, apparatus and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.
Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Offeror and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Offeror and is true and accurate.

Further, the undersigned certifies that the Offeror is not barred from proposing on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33E-4, proposal rigging or proposal-rotating or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that he has examined and carefully prepared this proposal and has checked the same in detail before submitting this proposal, and that the statements contained herein are true and correct.

If a Corporation, the undersigned further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed, nor modified and that the same remain in full force and effect. (Offeror may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the offeror certifies that he has provided services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the offeror, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the cost schedule.

PROPOSAL AWARD CRITERIA
This proposal will be awarded to the most responsive, responsible vendor meeting specifications based upon the highest score compiled during evaluation of the proposals outlined in the selection process.

The Contractor agrees to provide the service described above and in the contract specifications under the conditions outlined in attached documents for the amount stated.

Signature on File

X_____ Executive Director
(Signature and Title)

CORPORATE SEAL
(If available)

PROPOSAL MUST BE SIGNED FOR CONSIDERATION

Subscribed and sworn to before me this _____day of _____ AD, 2023

_____

My Commission Expires: _____
(Notary Public)

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:	P.O. 7271-0001-SERV
COMPANY NAME:	DuPage Federation on Human Services Reform
CONTACT PERSON:	David Roth
CONTACT EMAIL:	droth@dupagefederation.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: David Roth Signature: _____

Title: Executive Director Date: September 17, 2025

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

File #: JPS-P-0047-25 **Agenda Date:** 11/12/2025 **Agenda #:** 17.A.

AWARDING RESOLUTION ISSUED TO
SAFEWARE, INC
FOR THE PURCASE OF A TETHERED DRONE
FOR SHERIFF'S OFFICE
(CONTRACT TOTAL AMOUNT $67,892.25)

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 the purchase of a tethered drone; and

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and the Sourcewell Contract # 080922-SAF, the County of DuPage will contract with Safeware, Inc; and

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for the issuance of a contract to Safeware, Inc, FOR the purchase of a tethered drone, for the period of October 28, 2025 through October 27, 2030, for Sheriff's Office.

NOW, THEREFORE BE IT RESOLVED, that County contract, covering said for the purchase of a tethered drone, for the period of October 28, 2025 through October 27, 2030, for Sheriff's Office, be, and it is hereby approved for issuance of a contract by the Procurement Division to Safeware, Inc, 4403 Forbes Blvd Lanham, MD 20706-432, for a contract total amount not to exceed $67,892.25, per contract pursuant to the Sourcewell Contract #080922-SAF.

Enacted and approved 12th day of November, 2025, 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#: 25-2504	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: 1 YR + 1 X 1 YR TERM PERIOD	INITIAL TERM TOTAL COST: $67,892.25
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 10/21/2025	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS:
	CURRENT TERM TOTAL COST: $67,892.25	MAX LENGTH WITH ALL RENEWALS: FIVE YEARS*	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		*Department Information*	
VENDOR: Safeware	VENDOR #:	DEPT: Sheriff	DEPT CONTACT NAME: Dan Bilodeau
VENDOR CONTACT: Alicia Ledbetter	VENDOR CONTACT PHONE: 301-683-1234	DEPT CONTACT PHONE #: 630-407-2402	DEPT CONTACT EMAIL: dan.bilodeau@dupagesheriff.org
VENDOR CONTACT EMAIL: aledbetter@safewareinc.com	VENDOR WEBSITE: www.safewareinc.com	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.).
This is a tethered drone for extended in search/rescue and crowd control surveillance for major events.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
Current drones are limited by battery time and pilot restrictions. This is a powered and tethered drone that can stay up for extended periods of time.

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. Vendor is on Sourcewell contract #080922-SAF PS&EM
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). Recommend purchasing drone from Safeware for better surveillance technology. Do nothing, have no visibility for surveillance. Go out for bid risking visibility for surveillance with delayed response that may not be compatible.

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			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: Safeware Inc	Vendor#:	Dept: Sheriff	Division: Budget
Attn: Alicia Ledbetter	Email: aledbetter@safewareinc.com	Attn: Colleen Zbilski	Email: colleen.zbilski@dupagesheriff.org
Address: 4403 Forbes Blvd	City: Lanham	Address: 501 N County Farm Rd	City: Wheaton
State: MD	Zip: 20706-432	State: IL	Zip: 60187
Phone: 301-683-1234	Fax:	Phone: 630-407-2122	Fax:
Send Payments To:		*Ship to:*	
Vendor: Safeware Inc	Vendor#:	Dept: Sheriff	Division: Patrol
Attn: Alicia Ledbetter	Email: aledbetter@safewareinc.com	Attn: DC Bilodeau	Email: Dan.bilodeau@dupagesheriff.org
Address: 4403 Forbes Blvd	City: Lanham	Address: 501 N County Farm Rd	City: Wheaton
State: MD	Zip: 20706-432	State: IL	Zip: 60187
Phone: 301-683-1234	Fax:	Phone: 630-407-2402	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Oct 28, 2025	Contract End Date (PO25): Oct. 27, 2030

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	FOT55000-102	Fotokite Sigma	FY25	1000	4404	54100		67,892.25	67,892.25
FY is required, ensure the correct FY is selected.										Requisition Total	$ 67,892.25

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.

SAFEWARE

QUOTATION

Safeware, Inc.
4403 Forbes Blvd.
Lanham, MD 20706-432
USA
301-683-1234
www.safewareinc.com

Order Number	
10245886	
Order Date	Page
10/15/2025 11:19:11	1 of 2

Quote Expires On: 11/14/2025

Contract No: Sourcewell #080922-SAF PS & EM

Bill To: **Customer ID:** 105224

DuPage County Sheriffs Office
501 N County Farm Rd
Attn Colleen Zbilski
Wheaton, IL 60187

(630) 407-2100

Ship To:

DuPage County Sheriffs Office
Wheaton, IL 60187

Requested By: Dep Chief Daniel Bilodeau

PO Number	*Taker*	*Email*
QUOTE: Fotokite, REV. 2	Alicia Ledbetter	aledbetter@safewareinc.com
Freight Terms	***Phone***	***Fax***
Freight Paid		
Sales Representative		
Kurt Wilhelm		

Quantities Ordered	Allocated	Remaining	UOM Unit Size	Disp.	*Item ID* / *Item Description*	*Pricing UOM* / Unit Size	*Unit Price*	*Extended Price*
1.00	0.00	1.00	EA	1.0	FOT 55000-102 Fotokite Sigma+, Transport Case, Blue IR 640p, No Tablet Included, 120V ***Ordered As:*** 55000-102	EA 1.0	43,026.25	43,026.25
1.00	0.00	1.00	EA	1.0	FOT 20000-011 Fotokite Remote Livestream, 5YR Subscription, 5 Years	EA 1.0	9,621.00	9,621.00
1.00	0.00	1.00	EA	1.0	FOT 12590-001 Fotokite Rugged Command Tablet with Fotokite Live App (Windows OS)	EA 1.0	3,140.00	3,140.00
1.00	0.00	1.00	EA	1.0	FOT 20000-008 Fotokite Ext Warranty, Trnsprt/Tray 2-5 Transport Case Tray Mount Extended Warranty Package, Year 2-5	EA 1.0	8,859.00	8,859.00
1.00	0.00	1.00	ST	1.0	FOT 50107-001 Fotokite Spare Propeller Kit (full set of 6 propellers)	ST 1.0	66.00	66.00
1.00	0.00	1.00	EA	1.0	FOT 50180-001 TARIFF Surcharge, Transport Case	EA 1.0	3,180.00	3,180.00
1.00	0.00	1.00	EA		SOURCEWELL PS	EA	0.00	0.00

QUOTATION

Safeware, Inc.
4403 Forbes Blvd.
Lanham, MD 20706-432
USA
301-683-1234
www.safewareinc.com

Order Number	
10245886	
Order Date	Page
10/15/2025 11:19:11	2 of 2

Quote Expires On: 11/14/2025

Contract No: Sourcewell #080922-SAF PS & EM

Quantities					Item ID / Item Description	Pricing UOM / Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM / Unit Size	Disp.				
			1.0		Contract #080922-SAF Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions Effective: October 14, 2022 - October 7, 2026 Freight: Standard CONUS paid, HAZMAT & expedited billed Must register at sourcewell-mn.gov/become-member	1.0		

******Ask me about the leasing and financing options that Safeware offers!******

Sales Representative **:** kwilhelm@safewareinc.com

Total Lines: 7

SUB-TOTAL:	67,892.25
TAX:	0.00
AMOUNT DUE:	**67,892.25**
U.S. Dollars	

DocuSign Envelope ID: E368429B-05C4-4DC1-A1DB-D719A6BD39BC

Sourcewell

Solicitation Number: RFP #080922

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Safeware, Inc., 4403 Forbes Blvd., Lanham, MD 20706 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires October 7, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

By: [redacted]
C0FD2A139D06489...

Jeremy Schwartz
Title: Chief Procurement Officer

Date: 10/11/2022 | 11:24 AM CDT

Safeware, Inc.

By: [redacted]
68D86B93C9504E6...

Mary Pelfrey
Title: Vice President, Government Contracts and HR

Date: 10/11/2022 | 11:49 AM CDT

Approved:

By: [redacted]
7E42B8F817A64CC...

Chad Coauette
Title: Executive Director/CEO

Date: 10/14/2022 | 10:44 AM CDT

RFP 080922 - Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions

Vendor Details

Company Name:	Safeware, Inc.
Address:	4403 Forbes Blvd Lanham, Maryland 20706
Contact:	Mary Pelfrey
Email:	mpelfrey@safewareinc.com
Phone:	301-683-1212 1815
HST#:	52-1152883

Submission Details

Created On:	Wednesday June 22, 2022 08:53:30
Submitted On:	Tuesday August 09, 2022 08:34:09
Submitted By:	Mary Pelfrey
Email:	mpelfrey@safewareinc.com
Transaction #:	9736f2aa-38df-4b8b-9504-49ef7367f7e9
Submitter's IP Address:	70.237.73.210

Docusign Envelope ID: D95107DE-9368-4DED-B6CA-94D6A70C5882

Sourcewell

CONTRACT AMENDMENT
PRICE AND PRODUCT CHANGE REQUEST FORM

Supplier Name: Safeware

Sourcewell Contract Number: 080922-SAF

Request Type: Other

Changed Product List
Current supplier list updates have not changed since our update in March.

Justification for Changes
Add Tariff Language:
We will not make any unilateral price changes based on the tariffs. We will honor our contract pricing. We will , however, add a line item that accounts for the tariff, which will be passed on to the customer at the exact rate specified by the tariffs.

Approvals

Supplier Offer:
This Price and Product Change Request has been submitted for review to be considered as an amendment to the above referenced Contract.

[redacted] By initialing here, Authorized Signer affirms that they are duly authorized to execute this document on behalf of the named Supplier and possess the necessary legal authority to bind said Supplier to the terms and conditions contained herein.

DocuSigned by:
[redacted]
68D88B93C8504E6...
Authorized Signer

CHRO and Company Secretary
Title

Mary Pelfrey
Name

4/9/2025 | 4:01 PM CDT
Date Signed

Sourcewell Acceptance:
Sourcewell accepts Supplier's offer in this Price and Product Change Request. By Sourcewell's signature below, this document becomes an amendment to the above referenced Contract and incorporates all referenced attachments into this Amendment.

[redacted]
C0FD2A139D08489...
Authorized Signer

Jeremy Schwartz
Name

Sourcewell

Chief Operating and Procurement Officer
Title

4/9/2025 | 7:57 PM CDT
Date Signed

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:	Safeware, Inc.
CONTACT PERSON:	Kurt Wilhelm
CONTACT EMAIL:	kwilhelm@safewareinc.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: Diana Hyatt Signature: [redacted]

Title: Assistant Secretary Date: 10/8/2025

Unmanned Aerial System

606.1 PURPOSE AND SCOPE

The purpose of this policy is to establish guidelines for the use of an unmanned aerial system (UAS) and for the storage, retrieval, and dissemination of images and data captured by the UAS.

606.1.1 DEFINITIONS

Definitions related to this policy include:

Unmanned Aerial System (UAS) - An unmanned aircraft of any type that is capable of sustaining directed flight, whether preprogrammed or remotely controlled (commonly referred to as an unmanned aerial vehicle (UAV)), and all of the supporting or attached systems designed for gathering information through imaging, recording or any other means.

606.2 POLICY

An UAS may be utilized to enhance the Office's mission of protecting lives and property when other means and resources are not available or are less effective. Any use of a UAS will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations.

606.3 PRIVACY

The use of the UAS potentially involves privacy considerations. Absent a warrant or exigent circumstances, operators and observers shall not intentionally record or transmit images of any location where a person would have a reasonable expectation of privacy (e.g., residence, yard, enclosure). Operators and observers shall take reasonable precautions to avoid inadvertently recording or transmitting images of areas where there is a reasonable expectation of privacy. Reasonable precautions can include, for example, deactivating or turning imaging devices away from such areas or persons during UAS operations.

606.4 PROGRAM COORDINATOR

The Sheriff will appoint a program coordinator who will be responsible for the management of the UAS program. The program coordinator will ensure that policies and procedures conform to current laws, regulations and best practices and will have the following additional responsibilities:

- Coordinating the FAA Certificate of Waiver or Authorization (COA) application process and ensuring that the COA is current, and/or coordinating compliance with FAA Part 107 Remote Pilot Certificate, as appropriate for Office operations.
- Ensuring that all authorized operators and required observers have completed all required FAA and Office-approved training in the operation, applicable laws, policies and procedures regarding use of the UAS.
- Developing uniform protocols for submission and evaluation of requests to deploy a UAS, including urgent requests made during ongoing or emerging incidents.

Copyright Lexipol, LLC 2025/10/17, All Rights Reserved.
Published with permission by DuPage County Sheriff's Office

Deployment of a UAS shall require written authorization of the Sheriff or the authorized designee, depending on the type of mission.

- Coordinating the completion of the FAA Emergency Operation Request Form in emergency situations, as applicable (e.g., natural disasters, search and rescue, emergency situations to safeguard human life).
- Developing protocols for conducting criminal investigations involving a UAS, including documentation of time spent monitoring a subject.
- Implementing a system for public notification of UAS deployment.
- Developing operational protocols governing the deployment and operation of a UAS including but not limited to safety oversight, use of visual observers, establishment of lost link procedures and secure communication with air traffic control facilities.
- Developing a protocol for fully documenting all missions.
- Developing a UAS inspection, maintenance and record-keeping protocol to ensure continuing airworthiness of a UAS, up to and including its overhaul or life limits.
- Developing protocols to ensure that all data intended to be used as evidence are accessed, maintained, stored and retrieved in a manner that ensures its integrity as evidence, including strict adherence to chain of custody requirements. Electronic trails, including encryption, authenticity certificates and date and time stamping, shall be used as appropriate to preserve individual rights and to ensure the authenticity and maintenance of a secure evidentiary chain of custody.
- Developing protocols that ensure retention and purge periods are maintained in accordance with established records retention schedules.
- Facilitating law enforcement access to images and data captured by the UAS.
- Recommending program enhancements, especially regarding safety and information security.
- Ensuring that established protocols are followed by monitoring and providing periodic reports on the program to the Sheriff.
- Maintaining familiarity with FAA regulatory standards, state laws and regulations, and local ordinances regarding the operations of a UAS.
- Developing procedures for the use of facial recognition software to evaluate information gathered by a UAS, as permitted by 725 ILCS 167/17.
- Ensuring that the Office's current UAS policy is posted on the Office website (725 ILCS 167/35).

606.5 USE OF UAS

Only authorized operators who have completed the required training shall be permitted to operate the UAS.

Use of vision enhancement technology (e.g., thermal and other imaging equipment not generally available to the public) is permissible in viewing areas only where there is no protectable privacy

Copyright Lexipol, LLC 2025/10/17, All Rights Reserved.
Published with permission by DuPage County Sheriff's Office

interest or when in compliance with a search warrant or court order. In all other instances, legal counsel should be consulted.

UAS operations should only be conducted consistent with FAA regulations

The DuPage County Sheriff's Office may not use the UAS to gather information except (725 ILCS 167/15):

(a) To counter a high risk of a terrorist attack by a specific individual or organization if the United States Secretary of Homeland Security determines that credible intelligence indicates there is a risk.

(b) Pursuant to a search warrant based on probable cause. The warrant must be limited to a period of 45 days, renewable by a judge upon showing good cause for subsequent periods of 45 days.

(c) Upon reasonable suspicion that under particular circumstances, swift action is needed to prevent imminent harm to life, forestall the imminent escape of a suspect or prevent the destruction of evidence. The use of a UAS under this paragraph is limited to a period of 48 hours. Within 24 hours of UAS initiation under this paragraph, the Sheriff must report its use, in writing, to the State's Attorney.

(d) To locate a missing person, engage in search and rescue operations, or aid a person who cannot otherwise be safely reached while not also undertaking a criminal investigation.

(e) To obtain crime scene and traffic crash scene photography in a geographically confined and time-limited manner. The use of the UAS under this paragraph on private property requires either a search warrant or lawful consent to search.

(f) To obtain information necessary for the determination of whether a disaster or public health emergency should be declared, to manage a disaster by monitoring weather or emergency conditions, to survey damage, or to coordinate response and recovery efforts.

(g) To conduct an inspection of the infrastructure of a designated building or structure when requested by a local government agency.

(h) To locate victims, assist with victims' immediate health or safety needs, or coordinate the response of emergency vehicles and personnel, when dispatched to an emergency.

(i) In advance of or during a routed event or special event, as defined in 725 ILCS 167/5, for those uses allowed under 725 ILCS 167/15.

    1. The notice for UAS use in these instances should be posted at a time, place, and manner as required by 725 ILCS 167/15.

Copyright Lexipol, LLC 2025/10/17, All Rights Reserved.
Published with permission by DuPage County Sheriff's Office

606.5.1 PRIVATE UAS OWNERS
This policy and its restrictions apply to the Office's directed use of a UAS owned by a private third party and information gathered by a UAS voluntarily submitted to the Office by a private third party (725 ILCS 167/40).

606.5.2 FACIAL RECOGNITION WITH UAS
Facial recognition software onboard a UAS shall not be used during a flight (725 ILCS 167/17). Use of facial recognition software to evaluate information gathered by a UAS is permissible only under those circumstances described in 725 ILCS 167/17.

606.6 PROHIBITED USE

The UAS video surveillance equipment shall not be used:

- To conduct random surveillance activities.
- To target a person based solely on actual or perceived characteristics such as race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, economic status, age, cultural group, or disability.
- To harass, intimidate or discriminate against any individual or group.
- To conduct personal business of any type.

The UAS shall not be weaponized (725 ILCS 167/18).

606.7 RETENTION AND DISCLOSURE OF UAS INFORMATION

The Records supervisor shall destroy all information gathered by the UAS within the timeframe specified by law (725 ILCS 167/20).

Information may be retained by an Office supervisor when (725 ILCS 167/20);

(a) There is reasonable suspicion that the information contains evidence of criminal activity

(b) The information is relevant to an ongoing investigation or pending criminal trial.

(c) The information will be used exclusively for training purposes and all personally identifiable information has been removed from it.

(d) The information contains only flight path data, metadata, or telemetry information of the UAS.

606.8 REPORTING

The Records Division supervisor shall report annually, by April 1, to the Illinois Criminal Justice Information Authority the number of UASs owned by the DuPage County Sheriff's Office and any other required information to be reported under 725 ILCS 167/35.

Copyright Lexipol, LLC 2025/10/17, All Rights Reserved.
Published with permission by DuPage County Sheriff's Office

606.9 ACCIDENT NOTIFICATION AND INVESTIGATION

In flight accidents involving fatalities, injuries, fly-away, or in which the aircraft receives substantial damage will be immediately reported to the Program Coordinator or other personnel designated by the Sheriff on scene.

The Program Coordinator or other personnel designated by the Sheriff will immediately notify the FAA in cases of serious injury, or loss of consciousness, or damage to property (other than the UAS) in excess of $500. Any property damage caused by an accident involving the UAS will immediately be reported to the UAS Team lead.

Accident reports will be distributed to the DuPage County Risk Manager by the Program Coordinator or Sheriff's designee.

- ACCIDENT NOTIFICATION AND INVESTIGATION

606.10 DISCLOSURE OF UAS INFORMATION

Information gathered during an inspection of the infrastructure of a designated building or structure shall be given, as soon as practicable, to the requesting local government agency before it is destroyed (725 ILCS 167/20).

The disclosure of information gathered by the UAS is prohibited except (725 ILCS 167/25):

(a) To another government agency when there is reasonable suspicion that the information contains evidence of criminal activity or the information is relevant to an ongoing investigation or pending criminal trial.

(b) Pursuant to a court order or subpoena in connection with a criminal proceeding.

(c) In regard to a completed traffic crash investigation.

Available records of drone usage (e.g., flight path data, metadata, telemetry information of specific flights) may be disclosed subject to the Freedom of Information Act, 5 ILCS 140/1 et seq., and rules adopted under it (725 ILCS 167/25).

606.11 COMPLIANCE WITH THE FREEDOM FROM DRONE SURVEILLANCE ACT

If a determination is made that a member has violated the Act, the Office shall take prompt and appropriate action (e.g., training, discipline) (725 ILCS 167/45). If a determination is made that a UAS pilot has willfully violated the Act, the Office shall promptly remove the pilot from its UAS program and take other appropriate action (see the Personnel Complaints Policy) (725 ILCS 167/45).

Copyright Lexipol, LLC 2025/10/17, All Rights Reserved.
Published with permission by DuPage County Sheriff's Office

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

File #: JPS-P-0048-25 **Agenda Date:** 11/4/2025 **Agenda #:** 7.D.1.

AWARDING RESOLUTION ISSUED TO
THINKGARD
TO PROVIDE COMPLIANCE AS A SERVICE (CAAS-GRC)
FOR THE SHERIFF'S OFFICE
(CONTRACT TOTAL AMOUNT $38,156.25)

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 Compliance as a Service (CaaS-GRC); and

WHEREAS, pursuant to the Intergovernmental Agreement between the County of DuPage and TIPS Contract #220105, the County of DuPage will contract with ThinkGard; and

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for the issuance of a contract to ThinkGard, to provide Compliance as a Service (CaaS-GRC), for the period of November 11, 2025 through February 28, 2027, for the Sheriff's Office.

NOW, THEREFORE BE IT RESOLVED, that County contract, covering said to provide Compliance as a Service (CaaS-GRC), for the period of November 11, 2025 through February 28, 2027, for the Sheriff's Office, be, and it is hereby approved for issuance of a contract by the Procurement Division to ThinkGard, 3000 Galleria Circle Suite 1130 Hoover, AL 35244, for a contract total amount not to exceed $38,156.25, per contract pursuant to the TIPS Contract #220105.

Enacted and approved 12th day of November, 2025 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

DuPage County Sheriff, IL - Compliance as a Service

Quote created: September 23, 2025 Reference: 20250923-131157118

DuPage County Sheriff, IL
501 N. County Farm Road
Wheaton, Illinois 60187
United States

Jason Snow
jason.snow@dupagesheriff.org
6304072000

Comments

This proposal for DuPage County Sheriff's Office includes pricing for ThinkGard's co-managed Compliance as a Service for 15 months.

Billing Terms: 15-month contract
November 2025 - February 2027 at a lump sum of: $34, 687.50

All applicable taxes will be assessed at time of billing.

The Interlocal Purchasing System (TIPS): https://www.tips-usa.com
ThinkGard contract number: 220105

Products & Services

Compliance as a Service (CaaS - GRC) - Public Sector

1x $34,687.50/ 15-months

In the dynamic landscape of public sector organizations, the need for robust Governance, Risk, and Compliance (GRC) solutions is more critical than ever. Our tailored GRC solution for the public sector is a comprehensive platform designed to address the unique challenges faced by government entities in adhering to regulations, managing risks, and enhancing governance practices.

Key Features:

1. Regulatory Compliance for Government Entities:
   • Centralized hub for monitoring, assessing, and managing regulatory compliance specific to the public sector.
   • Ensures adherence to governmental policies and mandates.
2. Risk Identification and Assessment for Public Services:
   • Effective identification, assessment, and prioritization of risks to organization.
   • Quantification of potential impacts and likelihoods for proactive risk mitigation strategies.
3. Policy and Procedure Management for Government Operations:
   • Streamlined creation & distribution of policies and procedures.
   • Promotion of accountability and transparency in operations.
4. Government Audits and Assurance:
   • Housing all data and documentation needed for various audits.
   • Assisting in audit process, tracking findings, and generating comprehensive reports.
5. Incident and Issue Tracking for Government Transparency:
   • Centralized system to promote transparency and accountability.
   • Timely capture and analysis of incidents to uphold public trust.
6. Workflow Automation for Government Efficiency:
   • Improved operational efficiency through designed and implemented workflows of routine GRC processes.
   • Reduction of manual efforts, minimization of errors, and consistency in governance practices.
7. Real-time Monitoring and Reporting for Accountability:
   • Design & build real-time dashboards and customizable reports for insights into the GRC status of organization.
   • Monitoring of key performance indicators, compliance metrics, and risk trends.
8. Collaborative Platform for Inter-Agency Cooperation:
   • Fostering collaboration among different departments and agencies through an integrated platform.
   • Encouraging communication and knowledge-sharing to strengthen the overall GRC

framework.

Additional Services:

1.) Security Framework Identification and Implementation:
- Assessment of current security posture and identification of gaps.
- Strategic guidance to move the organization into a robust security framework.
- Advisement of needed security measures to safeguard sensitive information and ensure resilience against cyber threats.

2.) Conducting scheduled tabletop exercises (per request) with IT staff to prepare in the event of an incident
3.) Creation and maintenance of a Cyber Incident Response Plan (CIRP) in accordance with Department of Homeland Security guidelines.

Benefits:
- Government Compliance Assurance: Ensure compliance with regulatory requirements specific to the public sector, minimizing legal risks and ensuring good governance.
- Enhanced Public Trust: Promote transparency, accountability, and responsiveness, reinforcing public trust in government entities and their ability to deliver essential services.
- Operational Resilience: Strengthen the resilience of government operations by identifying and mitigating risks, ensuring continuity in the delivery of critical public services.
- Efficient Resource Allocation: Optimize resource allocation through streamlined GRC processes, allowing organization to focus on priorities that matter most to the public.

Elevate your public sector governance, risk management, and compliance efforts with our tailored solution, including strategic support for moving your organization into a robust security framework.

*Can add Incident Response services for additional fee.

ThinkGard - Governance, Risk, & Compliance (GRC) Implementation Service 1 x $3,468.75

A one-time fee that includes implementation, deployment, and optimization of ThinkGard's GRC platform and service.

Annual subtotal	$34,687.50
One-time subtotal	$3,468.75
Total	$38,156.25

This quote expires on November 30, 2025

This Order is entered into as of September 23, 2025 between ThinkGard, LLC a Delaware corporation ("Company") and DuPage County Sheriff, IL ("Client")

Order Governed by the Master Agreement

This Order is part of, and incorporated into, the Master Agreement between DuPage County Sheriff, IL and ThinkGard, LLC and is subject to the terms and conditions of the agreement and any definitions contained in the Agreement. If any provision of this Order conflicts with the Agreement, the terms and conditions of the Agreement shall control.

Deliverables & Services

Services Onboarding

1. Company will leverage project manager to manage the following onboarding activities:
    1. Deployment & configuration of systems, detailed in this agreement, designed for best practice.
    2. Creation of agent and installation packages for client to deploy in production environment.

Compliance as a Service

1. **Compliance Roadmap Development**: Following the gap analysis, Company will develop a customized strategy for bridging the identified gaps. This actionable roadmap will be practical and phased, addressing immediate compliance needs while also outlining a trajectory for long-term security improvements. The roadmap will act as a guide for achieving and upholding ongoing compliance.
2. **Policies and Procedures Creation**: Leveraging the findings from the gap analysis and roadmap stages, Company will formulate tailored policies and procedures that align with applicable security controls. These documents will establish clear, actionable guidelines for maintaining compliance and best practices as part of Client's daily operations.
3. **Integrated Policy and Procedure Optimization**: Company will engage in the continuous enhancement of cybersecurity policies and the establishment of a comprehensive Security Governance Framework tailored to Client's specific operational requirements, ensuring consistent adherence to compliance standards.
4. **Continuous Compliance Monitoring**: Company continuous compliance monitoring will involve systematic evaluations of security controls to proactively identify and mitigate non-compliant controls, along with regular updates to the Compliance Monitoring Plan to stay current with evolving cybersecurity trends and applicable requirements.

Exclusions

Items other than those included above are expressly excluded from the Services provided within this Order. The following exclusions and clarifications are intended to clarify the scope of services for this order:

1. When client requests services by Company not explicitly included in this agreement, they are agreeing to invoicing of said services per the terms outlined in the Master Agreement. For all services which incur additional hourly fees, Company will notify the client that these services are outside the scope of this work order and will receive approval from client prior to rendering these additional services.
2. Software and licensing purchased by the client directly from a third-party vendor are not included as a part of services to be supported.

3. Should deficiencies, malware infections, or critical vulnerabilities be discovered during the deployment of services, Company will bring to Client attention and discuss the impact of the deficiencies on Company's ability to provision the Services and provide client with options to correct the deficiencies. Initial remediation hours will be billed outside of this Order unless otherwise explicitly stated in this Order.

Assumptions

1. Company reserves the right, at its discretion, to pass onto the client any changes to obligations, such as terms or pricing imposed on Company by a given vendor, for an offering that is currently resold to the client at any time during the current agreement term.
2. The items defined in this Order are designed to enhance the security of the customer environment. There is no guarantee that any security measure will prevent a data breach, infection, or other cyber security incident.

Client Responsibilities

1. Client will provide a primary point of contact for Company to work with on all services provided in this Order.
2. Client will be responsible for ensuring applicable agents and software are deployed to Client devices.
3. Client will maintain both hardware and software maintenance agreements with the source Vendor whenever possible to allow for ongoing access to security updates and to provide quick replacement of non-functioning components.
4. Third party tool licensing may be required for additional cost.

Invoicing

1. Recurring services, if included, shall be provided for term indicated in Products & Services, starting from the date of the first recurring invoice (Effective Services Start Date), unless terminated in accordance with the terms of this Order or the Master Agreement.
2. Upon execution of an Order, Company shall invoice Client for all non-recurring charges due for Company to commence Services, including any onboarding fees. Upon activation of the Services, billing shall commence, and Company shall invoice Client for monthly recurring charges in advance of providing managed services. If the Order start date does not fall on the first calendar day of a month, Company shall calculate the first month's Services on a prorated basis.
3. Any taxes related to services purchased or licensed pursuant to this Order shall be paid by Client or Client shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes and freight charges shall be billed as a separate item on the invoice.
4. Unit rates will automatically increase annually on the anniversary of the Effective Services Start Date equivalent to the CPI change for All Urban Consumers or by 4.00%, whichever is higher.
5. The terms of this Order will automatically renew for an additional term of equivalent length to the current active term unless notice of termination is provided by either party no fewer than 90 calendar days prior to expiration of the current active term.

6. Company will audit the Client's usage of the quantity of Services on a monthly basis; for each quantity of Services found in excess of the amount stated in this Order above, Company will increase the monthly service fee amount by the corresponding unit price stated above.
7. At no time during the term of this Order will the fees payable under this Order (i.e. the monthly subtotal amount) drop below seventy-five percent (75%) of the initially agreed upon monthly subtotal stated above.
8. In the event of the early termination of the Agreement in accordance with Section 3.3 of the Master Agreement, Client agrees that the initially agreed upon monthly subtotal stated above shall be used for calculating fees due for the remaining term of the Agreement.
9. Additional services may be added at any time during the life of this Order at the unit price listed above.

Signature

Choose a profile to start the e-signature process.

Jason Snow
jason.snow@dupagesheriff.org

Verify to sign

Ryan Ashburn
ryan.ashburn@vc3.com

Verify to sign

Questions? Contact me

Brittany Rademacher
Account Executive
brittany.rademacher@thinkgard.com
+15174200434

ThinkGard

3000 Galleria Circle, Suite 1130
Hoover, AL 35244
United States

Printed 23 May 2025

www.thinkgard.com

ThinkGard LLC

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM PO AND QUOTE MUST REFERENCE VENDOR TIPS CONTRACT NUMBER ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

PAYMENT TO		TIPS CONTACT	
ADDRESS	3000 Galleria Circle, SUITE	NAME	Charlie Martin
CITY	Hoover	PHONE	(866) 839-8477
STATE	AL	FAX	(866) 839-8472
ZIP	35244	EMAIL	tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N HUB: N

SERVING STATES

AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME | MD | MA | MI | MN | MS | MO | MT | NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR | PA | RI | SC | SD | TN | TX | UT | VT | VA | WA | WI | WY | PR

Overview

ThinkGard was founded in 2013 to specialize in Backup and Disaster Recovery specifically for clients in the public sector. Since that time, we've built a strong reputation for helping to protect our clients from any number of different disaster situations that might arise (fire, flood, tornado, hurricane or cyber security event / ransomware). Our solution is flat rate so it is easy to budget for and we do everything we can to ensure you have restful nights and warm fuzzy feelings.

AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
220105	Technology Solutions Products and Services	05/31/2027	See EDGAR Certification Doc.

CONTACTS BY CONTRACTS

220105

Kevin Fuller	President	(205) 910-1868	kevin@thinkgard.com

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:	VC3, Inc.
CONTACT PERSON:	Nolan Griffin
CONTACT EMAIL:	Nolan.griffin@vc3.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: Nolan Griffin Signature: [redacted]

Title: Regional Vice President of Sales Date: 10/22/2025

Procurement Review Comprehensive Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#: 25-2584	RFP, BID, QUOTE OR RENEWAL #: 20250519-131157118	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: $34,687.50
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 11/4/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: $34,687.50
	CURRENT TERM TOTAL COST: $34,687.50	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		*Department Information*	
VENDOR: ThinkGard	VENDOR #:	DEPT: DuPage Sheriff's Office	DEPT CONTACT NAME: Jason Snow
VENDOR CONTACT: Brittany Rademacher	VENDOR CONTACT PHONE: 15174200434	DEPT CONTACT PHONE #: 630-405-2071	DEPT CONTACT EMAIL: jason.snow@dupagesheriff.org
VENDOR CONTACT EMAIL: brittany.rademacher@thinkgard.com	VENDOR WEBSITE:	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.).
ThinkGard Compliance as a Service will help the Sheriff's Office to follow HIPPA, CJIS, and PCI. These three items have their own set of rules and compliance needed. There is some over. These items change frequently. Having this server will notify the Sheriff's Office on any changes and help us comply with those changes. The service will also help with an audit if one arises.

Interlocal Purchasing System (TIPS): https://www.tips-usa.com ThinkGard contract number: 220105

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
Compliance in theses government bodies are changing replay due to the changing landscape of technology. ThinkGard partner with the Sheriff's Office to help us stay in compliance like they have done in other law enforcement agency.

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. Approved Cooperative Agreement - TIPS CONTRACT - 220105
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). Purchase the service from ThinkGard to maintain compliance. Do nothing and be out of compliance. With the complexity of these items, wait and hire staff to manage these items and be out of compliance.

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			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: ThinkGard	Vendor#:	Dept: DuPage County Sheriff's Office	Division: Civil Department
Attn: Brittany Rademacher	Email: brittany.rademacher@thinkgard.com	Attn: Colleen Zbilski	Email: colleen.zbilski@dupagesheriff.org
Address: 3000 Galleria Circle, Suite 1130	City: Hoover,	Address: 501 N County Farm RD	City: Wheaton
State: AL	Zip: 35244	State: IL	Zip: 60187
Phone: 15174200434	Fax:	Phone: 630-407-2122	Fax:
Send Payments To:		*Ship to:*	
Vendor: ThinkGuard	Vendor#:	Dept: DuPage County Sheriff's Office	Division: IT Department
Attn: Brittany Rademacher	Email: brittany.rademacher@thinkgard.com	Attn: Jason Snow	Email: jason.snow@dupagesheriff.org
Address: 3000 Galleria Circle, Suite 1130	City: Hoover,	Address: 501 N County Farm RD	City: Wheaton
State: AL	Zip: 35244	State: IL	Zip: 60187
Phone: 15174200434	Fax:	Phone: 630-407-2072	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Nov 11, 2025	Contract End Date (PO25): Feb 28, 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		Compliance As a Service (CaaS - GRC) Piblic Sector	FY25	1000	4404	53807		34,687.50	34,687.50
2	1	EA		ThinkGard - Governance, Risk, & Compliance (GRC) Implemntatinon Service	FY25	1000	4404	53807		3,468.75	3,468.75

FY is required, ensure the correct FY is selected.

Requisition Total $ 38,156.25

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. This contract purchase order is to provide CaaS and GRC Implementation Service per reference number 20250923-131157118.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Copy Jason Snow when sending the purchase order.
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.

ThinkGard

Master Services Agreement

This Master Services Agreement ("Agreement") is entered into as of May 19, 2025 (the "Effective Date"), between ThinkGard, a Delaware corporation having its principal place of business at 3000 Galleria Cir STE 1130, Hoover, AL 352441 ("Company"), and DuPage County Sheriff, IL, having its principal place of business at 501 N. County Farm Road ("Client").

Client and Company hereby agree as follows:

1. Services, Third Party Products; and Orders.

1.1 Services. Company will provide to Client managed security services or a component thereof, managed backup and disaster recovery services, and/or other services (the "Services"), in each case as described in a written executed order between Company and Client (each an "Order"); provided however that the parties recognize that Company may from time to time provide Services to Client at Client's request without an Order, and in such cases, these Services shall be subject to and governed by the terms and conditions of this Agreement and performed by Company on a time and materials basis and invoiced at the hourly billing rates specified in Exhibit A.

1.2 Third Party Products. Company may sell or license or provide Third Party Products (as defined in Section 5.2) to Client as set forth in and on terms and conditions set forth in an Order.

1.3 Order. To be effective, each Order shall reference this Agreement and, when Client's signed version is received by Company, shall automatically be deemed a part of, and governed by the terms of, this Agreement. Each Order is enforceable according to the terms and conditions contained therein.

1.4 Change Orders. Client may request a change in the scope or nature of the Services in an Order at any time. However, changes to the scope of the Services in an Order can be made only in writing executed by both parties.

1.5 Non-Exclusive. Client understands and agrees that the Services provided under this Agreement are not exclusive to Client, and Company may provide the same or similar services to Company's other customers.

2. Charges for Services and Third Party Products.

2.1 Fees. Client agrees to pay Company the fees for Services and Third Party Products as indicated in each Order, or as hourly work defined below in Exhibit A (collectively referred to as the "Fees"), in accordance with the provisions of the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*. Unless otherwise expressly stated in an Order, Company's compensation for Services will be based on direct labor hours charged at fixed labor rates. The Order may call for a budget of expected charges as a way for both parties to monitor performance. Except as otherwise expressly set forth in an Order, all Services that are identified to be rendered on a time and materials basis will be invoiced at the hourly billing rates specified in Exhibit A.

2.2 Payment. Unless otherwise stated in an Order, all undisputed Fees for Services shall be due and payable by Client within sixty (60) days of receipt of Company's invoice for same, in accordance with the provisions of the Illinois Local Government Prompt Payment Act. Unless otherwise stated in an Order, Fees for Third Party Products shall be due and payable in advance of delivery. Payments made using electronic transfer shall be deducted from Client's designated bank account on the first business day of the month for which the Services are to be provided or on the date of delivery of Third Party Products. For prepaid Fees or Fees paid pursuant to a service plan, payment must be made in advance of providing Services or delivery of Third Party Products, unless other arrangements are agreed upon in the Order. Fees invoiced to Client shall be paid on a net sixty (60) day basis. Late payment for undisputed Fees (or any other amounts owing from Client to Company) shall be subject to interest on the unpaid amount(s) until and including the date payment is received, at the rate provided for by the Illinois Local Governmental Prompt Payment Act. Company reserves the right, but not the obligation, to suspend part or all of the Services in the event

that any portion of undisputed Fees are not timely received by Company within fifteen (15) days following the date on which such Fees are due. All disputes initiated by Client related to Fees must be received by Company within thirty (30) days after the applicable Service is rendered or the date on which Client receives an invoice, whichever is later, otherwise Client waives its right to dispute the applicable Fees thereafter. A re-connect fee may be charged to Client in the event that Company suspends the Services due to Client's nonpayment. TIME IS OF THE ESSENCE IN THE PERFORMANCE OF ALL PAYMENT OBLIGATIONS BY CLIENT.

2.3 Expenses. Client shall pay Company for all reasonable expenses incurred by Company in the performance of the Services, including without limitation, necessary and reasonable: travel and out-of-pocket expenses incurred pursuant to this Agreement.

2.4 Taxes. Client shall pay directly, or reimburse Company for, and to the extent permitted by applicable law indemnify and hold Company harmless from, all applicable taxes and tariffs assessed or levied by any governmental entity that are now or may become applicable to the Services or Third Party Products or measured by payments made by Client to Company hereunder, or are required to be collected by Company or paid by Company to tax authorities including interest assessment thereon if such assessments are due to Client's actions or inactions. This includes, but is not limited to applicable: sales, use, excise, gross receipt and personal property taxes, or any other form of tax based on services performed, Third Party Products, equipment used by Company to perform services solely for Client, and the communication or storage of data, but does not include taxes based upon Company's net income.

3. Term; Termination.

3.1 Term. The term of this Agreement shall continue from the Effective Date until the earlier of (a) expiration of the term of all Orders referencing this Agreement or (b) termination of this Agreement as provided in this Agreement.

3.2 Termination for Breach. Either party may terminate an Order or this Agreement, as applicable, for material breach by the other party of the Order or this Agreement, as applicable, which is not cured within 30 days from the receipt by the party in breach of a written notice from the other party specifying the breach in detail. Client shall be liable for payment to Company for all Services rendered prior to the effective date of any such termination.

3.3 Early Termination. The Parties acknowledge that early termination of this Agreement or any Order (i) by Company pursuant to Section 3.2 (Termination for Breach) or (ii) termination of this Agreement or and Order by Client for any reason other than pursuant to Section 3.2 will result in Company incurring damages difficult or impossible to ascertain. In the event of such occurrence, Company will be entitled to, and Client agrees to pay (not as a penalty), all fees due for the remaining term of the Agreement for pre-purchased equipment and licensing, or Order(s), as applicable, in addition to any other amounts owed to Company for services rendered under this Agreement

3.4 Equipment/ Software Removal. Upon termination of this Agreement or an Order for any reason, Client shall provide Company with reasonable access, during normal business hours, to Client's premises (or any other locations at which Company-owned hardware, equipment or software is located) to enable Company to remove all Company-owned hardware , equipment and software from the premises (if any). If Client fails to grant Company access as described herein, or if any of the Company-owned hardware or equipment is broken or damaged (normal wear and tear excepted) or any of the software is missing, Company shall have the right to invoice Client for, and Client hereby agrees to pay immediately, the full repair or replacement value (whichever is lower) of any and all Company-owned hardware, equipment and software (as applicable) located at Client's premises.

3.5 Survival. Expiration or termination of any Order or this Agreement for any reason will not release either party from any liabilities or obligations set forth in any Order or this Agreement which (a) the parties have expressly agreed will survive any such expiration or termination or (b) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination.

4. Proprietary Protections.

4.1 Ownership Rights

(a) General. Each party will retain all rights to any software, ideas, concepts, know-how, development tools, techniques or any other proprietary material or information that it owned or developed prior to the Effective Date or acquired or developed after the Effective Date without reference to or use of the intellectual property of the other party. All software that is licensed by a party from a third party vendor will be and remain the property of such vendor. No licenses will be deemed to have been granted by either party to any of its patents, trade secrets, trademarks, or copyrights, except as otherwise expressly provided in this Agreement. Nothing in this Agreement will require Company or Client to violate the proprietary rights of any third party in any software or otherwise. Notwithstanding anything to the contrary in this Agreement, Company (i) will retain all right, title and interest in and to all software development tools, know-how, methodologies, processes, technologies or algorithms used in performing the Services which are based on trade secrets or proprietary information of Company or are otherwise owned or licensed by Company (collectively, "tools"), (ii) will be free to use the ideas, concepts, methodologies, processes and know-how which are developed or created in the course of performing the Services and may be retained by Company's employees in intangible form, all of which constitute substantial rights on the part of Company in the technology developed as a result of the Services performed under this Agreement.

(b) Materials Developed for or Delivered to Client. Client agrees that all software and other materials (including, but not limited to customizations, modifications, specifications, documentation and training materials) developed for or delivered to Client pursuant to this Agreement or any Order, including without limitation all related copyrights, patent rights, trade secrets, ideas, designs, concepts, techniques, inventions, discoveries or other intellectual property rights, but excluding Client Information as defined under paragraph 4.2 below, (collectively, the "Materials"), shall be the exclusive property of Company and the Company shall own all right, title and interest therein. In this connection, Client acknowledges that all Materials which are or may be developed pursuant to this Agreement or any Order are and shall be the intellectual property and confidential proprietary information and products of Company, and Client hereby transfers and assigns any and all rights in and to the Materials to Company, its successors and assigns, including without limitation all intellectual property rights relating thereto. From time to time upon Company's request, Client shall confirm such assignment by execution and delivery of such assignments, confirmations of assignment, or other written instruments as Company may request. Company agrees that Client shall have a limited nonexclusive license to use the Materials internally to the extent necessary to carry out and fulfill the terms and conditions of the Order for which the Materials were developed and shall have the right to grant a limited nonexclusive license to the third parties specifically identified in an Order to use the Materials solely for the purposes contemplated by such Order, provided that such third parties shall first agree in a signed writing to be bound by the terms of this Agreement or such terms as may be acceptable to Company

(c) Specific Deliverables Owned by Client. Notwithstanding the foregoing provisions of Section 4.1(b) but subject to any third party rights or restrictions and the provisions of Section 4.1(a) and the other provisions of this Section 4.1(c), Client will own the copyright in and to Materials that (i) are developed for and delivered by Company to Client, (ii) are paid for by Client, and (iii) are clearly and specifically identified in an Order as governed by the provisions of this Section 4.1(c) (the "Specific Client Owned Deliverables") Notwithstanding the foregoing, Company will retain ownership of any Company-owned software or development tools that are used in producing the Specific Client Owned Deliverables and become embedded in the Specific Client Owned Deliverables. Company hereby grants to Client a perpetual (subject to compliance with this sentence), royalty-free, non-transferable, nonexclusive license to use such embedded software and tools (if any) solely in connection with Client's internal use and exploitation of the Specific Client Owned Deliverables and only so long as such software and tools (if any) remain embedded in the Specific Client Owned Deliverables and are not separated therefrom. Company will own all intellectual property rights in or related to the Specific Client Owned Deliverables other than the copyright ownership rights granted to Client pursuant to this Section 4.1(c)

4.2 Client Information. Company recognizes and agrees that, except as specified in Section 4.1, it has no claim of ownership to any data, materials or information submitted by Client to Company or the Services ("Client Information"), which Client Information is being provided to Company solely for the purposes of enabling Company to render the Services, and that title and all ownership rights in and to such Client Information shall at all times remain with Client. Client shall have sole responsibility for the

accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use all Client Information.

4.3 Confidentiality.

(a) Confidential Information. This Section 4.3 shall apply to all confidential and proprietary information disclosed by either party ("Disclosing Party") to the other party ("Receiving Party") in connection with this Agreement, including without limitation, all Client Information, Materials of Company, and information related to the Disclosing Party's technology, software, know-how, products, potential products, services, potential services, financial information, employees, customers, markets and/or business information (collectively, "Confidential Information"). To the extent permitted by applicable law, the terms and conditions of this Agreement and all Orders shall be treated by Client as the Confidential Information of Company. Confidential Information shall not include any information which (i) was known to the Receiving Party prior to being disclosed by the Disclosing Party, (ii) becomes publicly known through no wrongful act of the Receiving Party, (iii) is approved for release by written authorization of the Disclosing Party, (iv) is received from a third party not in breach of any separate confidentiality obligation known to the Receiving Party, or (v) is independently developed without reference to the Disclosing Party's Confidential Information.

(b) Scope of Obligation. The Receiving Party agrees to use the Confidential Information of the Disclosing Party only as provided for in this Agreement. Each party agrees to hold the other party's Confidential Information in strict confidence and not to disclose such Confidential Information to any third parties. Notwithstanding the foregoing, each party may disclose the other party's Confidential Information only to those employees, agents, representatives and/or consultants who require such information only in connection with this Agreement. Each party agrees to instruct all such employees, agents, representatives and consultants regarding the foregoing obligations and ensure that such employees, agents, representatives and consultants are bound by obligations of confidentiality to the Receiving Party that are at least as restrictive as those contained herein. Each party agrees that it will take all reasonable measures to protect the confidentiality of, and avoid the unauthorized disclosure or use of, the other party's Confidential Information in order to prevent it from being made public or in the possession of persons other than those persons authorized hereunder to have any such Confidential Information, which measures shall include at least the same degree of care that the Receiving Party utilizes to protect its own confidential information of a similar nature but in any event shall include commercially reasonable precautions designed to protect the Disclosing Party's Confidential Information from unauthorized disclosure and/or use.

(c) Limited Disclosure Right. Confidential Information may be disclosed to the extent required by court order or as otherwise required by law, provided that the Receiving Party, to the extent legally permissible, notifies the Disclosing Party promptly upon learning of the possibility of any such requirement and, to the extent legally permissible, has given the Disclosing Party a reasonable opportunity to contest or limit the scope of such required disclosure.

(d) Return of Confidential Information. Promptly upon termination of this Agreement, or at any other time upon the request by a party, the other party shall (i) return to the Disclosing Party or, at the Disclosing Party's request, destroy all Confidential Information of such Disclosing Party, whether in paper or electronic form, provided, however that the foregoing shall not apply to Confidential Information that is stored in the Receiving Party's electronic archives, which Confidential Information will be destroyed in the ordinary course of the Receiving Party's business in accordance with its document destruction policies; and (ii) certify to the Disclosing Party in writing that it has complied with the provisions of this Section 4.3

5. Limited Warranty and Disclaimers.

5.1 Limited Services Warranty. Company warrants to Client that the Services, as and when delivered or rendered hereunder, will substantially conform to the description of services or

specifications set forth in the applicable Order Company's sole liability under the foregoing warranty shall be to provide the services described in Section 5.5 hereof.

5.2 No Third Party Products Warranty. UNLESS OTHERWISE EXPRESSLY STATED IN AN ORDER, ANY THIRD PARTY PRODUCTS OR SERVICES SOLD TO, PROVIDED TO OR PROCURED FOR CLIENT, INCLUDING BUT NOT LIMITED TO THIRD PARTY HARDWARE, SOFTWARE, PERIPHERALS AND ACCESSORIES (COLLECTIVELY, "THIRD PARTY PRODUCTS") ARE PROVIDED TO CLIENT "AS IS" AND COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE OR STATUTORY WITH RESPECT TO SUCH THIRD PARTY PRODUCTS, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, SECURITY, INTEGRATION, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY SHALL USE REASONABLE EFFORTS TO ASSIGN, TRANSFER AND FACILITATE ALL WARRANTIES (IF ANY) AND SERVICE LEVEL COMMITMENTS (IF ANY) FROM THE APPLICABLE THIRD PARTY MANUFACTURER OR VENDOR FOR THE THIRD PARTY PRODUCTS TO CLIENT, BUT WILL HAVE NO LIABILITY WHATSOEVER FOR SUCH THIRD PARTY PRODUCTS. COMPANY SHALL NOT BE HELD LIABLE AS AN INSURER OR GUARANTOR OF THE PERFORMANCE, UPTIME, USEFULNESS, OR QUALITY **OF ANY THIRD PARTY PRODUCTS.**

5.3 No Compliance Warranty. COMPANY DOES NOT WARRANT THAT THE PROVISION OF THE SERVICES, OR CLIENT'S USE OF THE SERVICES, WILL SATISFY ANY PARTICULAR INDUSTRY-SPECIFIC OR REGULATORY REQUIREMENTS, OR BRING CLIENT INTO COMPLIANCE WITH ANY SUCH REQUIREMENTS.

5.4 DISCLAIMER OF WARRANTIES. THE WARRANTY SET FORTH IN SECTION 5.1 STATES COMPANY'S SOLE AND EXCLUSIVE WARRANTY TO CLIENT HEREUNDER. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 5.1, THE SERVICES ARE PROVIDED STRICTLY "AS IS" AND COMPANY MAKES NO ADDITIONAL WARRANTIES, EXPRESS, IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, AS TO THE SERVICES OR ANY MATTER WHATSOEVER. IN PARTICULAR, ANY AND ALL WARRANTIES OF PERFORMANCE, SECURITY, INTEGRATION, NON-INFRINGEMENT, MERCHANTIBILITY, OR FITNESS FORA PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED. COMPANY DOES NOT WARRANT, AND SPECIFICALLY DISCLAIMS THAT THE SERVICES BEING PROVIDED WILL RESULT IN COST SAVINGS, PROFIT IMPROVEMENT, OR THAT THE SERVICES WILL BE ERROR-FREE. THIS IS A LIMITED WARRANTY AND IS THE ONLY WARRANTY MADE BY COMPANY.

5.5 Notice Obligation; Remedy Regarding Services. Client shall notify Company in writing within thirty (30) days after completion of the Services in question when any of the Services fail to substantially conform to the description of services or specifications set forth in the applicable Order. Such notification shall include the detailed information necessary for Company to verify such nonconformity. Upon actual receipt of such notification and verification of the nonconformity, Company shall correct the nonconformity so that the Services shall substantially conform with the agreed description of services or specifications in the applicable Order. Client agrees to pay Company for all personnel time and expenses incurred in investigating reported nonconformities when the alleged nonconformities are not discovered. The passage of the thirty (30) day period after completion of the Services in question without the notification described herein shall constitute final acceptance of the Services.

6. Limitation of Liability.

6.1 COMPANY'S LIABILITY ON ANY CLAIM, LOSS OR LIABILITY ARISING OUT OF, OR CONNECTED WITH THIS AGREEMENT, THE SERVICES, OR USE OF THE PRODUCT OF ANY SERVICES FURNISHED HEREUNDER, SHALL IN ALL CASES BE LIMITED SOLELY TO CORRECTION OF NONCONFORMITIES WHICH DO NOT SUBSTANTIALLY CONFORM WITH THE AGREED DESCRIPTION OF SERVICES IN AN ORDER, OR SPECIFICATIONS IDENTIFIED IN AN ORDER.

6.2 IF FOR ANY REASON COMPANY IS UNABLE OR FAILS TO CORRECT NONCONFORMITIES AS PROVIDED, COMPANY'S LIABILITY FOR DAMAGES ARISING OUT OF ANY ORDER FOR SUCH FAILURE, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), LAW, EQUITY OR OTHERWISE, SHALL NOT EXCEED THE AMOUNTS PAID BY CLIENT DURING THE PRECEDING NINETY (90) DAYS UNDER THIS AGREEMENT FOR THAT PORTION OF THE SERVICES WHICH FAIL TO CONFORM. IN NO EVENT SHALL COMPANY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING FOR ANY CLAIM AND/OR SERIES OF CLAIMS

WHETHER RELATED OR UNRELASTED), WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), LAW, EQUITY OR OTHERWISE, EXCEED THE AMOUNTS PAID BY CLIENT TO COMPANY IN THE NINETY DAY (90) PERIOD PRECEDING THE EVENT(S) GIVING RISE TO THE CLAIM (OR TO THE FIRST CLAIM IN A SERIES OF CLAIMS). IT IS UNDERSTOOD AND AGREED THAT THE FEES FOR THIRD PARTY PRODUCTS (IF ANY) PROVIDED TO CLIENT SHALL NOT BE INCLUDED IN THE CALCULATION OF THE LIMITATION OF DAMAGES DESCRIBED IN THIS PARAGRAPH AND AMOUNTS PAID BY CLIENT TO COMPANY.

6.3 UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE TO CLIENT FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOSS OR CORRUPTION OF DATA, LOST PROFITS, LOST REVENUE, OR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), LAW, EQUITY OR OTHERWISE EXCEEDING THE AMOUNTS PAID BY CLIENT DURING THE PRECEDING NINETY (90) DAYS UNDER THIS AGREEMENT, **EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM OR DAMAGES ASSERTED BY ANY THIRD PARTY OR FOR ANY DAMAGES CAUSED BY ANY DELAY IN FURNISHING SERVICES HEREUNDER.**

6.4 CLIENT ACKNOWLEDGES THAT COMPANY HAS SET ITS FEES, AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. THE FOREGOING LIMITATION OF LIABILITY IS INDEPENDENT OF ANY EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY SET FORTH IN THIS AGREEMENT.

6.5 Unless otherwise expressly stated in an Order, Company assumes no liability for failure of hardware or equipment or software or any losses resulting from such failure.

6.6 Client is responsible for adopting reasonable measures to limit Client's exposure with respect to such potential losses and damages, including without limitation examination and confirmation of results of the Services prior to use thereof, provision for identification and correction of errors and omissions, and preparation and storage of backup or duplicate data. Client is also responsible for complying with, and shall comply with, all local, state, provincial, federal, national and international laws, rules and regulations ("Laws") pertaining to the use of the Services and use and disclosure of any Client Information

7. Indemnity

7.1 Infringement Claims.

(a) General. Subject to Section 6 of this Agreement, the limitations set forth below in this Section 7.1 and the procedures set forth below in Section 7.3, and to the extent permitted by applicable law, Company and Client (each an "indemnitor") each agrees to defend the other party (each an "indemnitee") against any action to the extent that such action is based upon a claim that the Confidential Information (other than third party hardware, software, products, materials or services) provided by the indemnitor, or any part thereof, (i) infringes a copyright perfected under United States statute, or (ii) constitutes an unlawful disclosure, use or misappropriation of another party's trade secret, and the indemnitor will bear the expense of such defense and pay any damages, costs and expenses, including reasonable attorneys' fees and expenses (collectively "Damages") that are attributable to such claim finally awarded by a court of competent jurisdiction. Nothing contained herein shall be construed as prohibiting the Client, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Indemnifying party shall likewise be liable for the cost, fees and expenses incurred in the defense of any such claims, actions, or suits. Nothing herein shall be construed as constituting a waiver of Client's defenses or immunities under the Illinois Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. by reason of indemnification.

(b) Exclusions. Neither Company nor Client will be liable to the other for claims of indirect or contributory infringement. The indemnitor will have no liability to the indemnitee hereunder if (i) the claim of infringement is based upon the use of Confidential Information provided by the indemnitor hereunder in connection or in combination with equipment, devices or software not supplied by the

indemnitor or used in an unauthorized manner for which the Confidential Information was not designed, (ii) the indemnitee modifies any Confidential Information provided by the indemnitor hereunder without the indemnitor's permission and such infringement would not have occurred but for such modification, or (iii) the claim of infringement arises

out of the indemnitor's compliance with specifications or requirements provided by the indemnitee and such infringement would not have occurred but for such compliance.

(c) Additional Remedy. If Confidential Information becomes the subject of an infringement claim under this Section 7.1, or in the indemnitor's opinion is likely to become the subject of such a claim, then, in addition to defending the claim and paying any damages and attorneys' fees as required above in this Section 7.1, the indemnitor may, at its option and in its sole discretion, (A) replace or modify the Confidential Information to make it noninfringing or cure any claimed misuse of another's trade secret or (B) procure for the indemnitee the right to continue using the Confidential Information pursuant to this Agreement. Any costs associated with implementing either of the above alternatives will be borne by the indemnitor but will be subject to Section 6 of this Agreement. If neither alternative is pursued by, or (if pursued) available to, the indemnitor, (x) the indemnitee will return such Confidential Information to the indemnitor and (y) if requested by the indemnitee in good faith, the parties will negotiate, but subject to Section 6 of this Agreement, to reach a written agreement on what, if any, monetary damages (in addition to the indemnitor's obligation to defend the claim and pay any damages and attorneys' fees as required above in this Section 7.1) are reasonably owed by the indemnitor to the indemnitee as a result of the indemnitee no longer having use of such Confidential Information. The payment of any such monetary damages will be the indemnitee's sole and exclusive remedy for the inability of the indemnitor to implement either of the above alternatives.

7.2 Third Party Indemnification of Company. Without limiting Company's liability to Client under this Agreement, each of the parties acknowledge that Company would not enter into this Agreement, and by Company entering into and performing its obligations under this Agreement, Company will not assume and should not be exposed to the business and operational risks associated with Client's business, and Client therefore agrees, subject to Section 7.3 below and to the extent permitted by applicable law, to indemnify and defend Company and hold Company harmless from any and all third party claims and Damages arising out of the conduct of Client's business, including without limitation the use by Client of the Services or any Third Party Products.

7.3 Procedures. The indemnification obligations set forth in this Section 7 will not apply unless the party claiming indemnification: (a) notifies the other promptly in writing of any matters in respect of which the indemnity may apply and of which the notifying party has knowledge, in order to allow the indemnitor the opportunity to investigate and defend the matter; P-rovided, however, that the failure to so notify will only relieve the indemnitor of its obligations under this Section 7 if and to the extent that the indemnitor is prejudiced thereby; and (b) gives the other party full opportunity to control the response thereto and the defense thereof, except that no agreement relating to the settlement thereof shall be finalized without the indemnitee's consent;
P-rovided, however, that the indemnitee will have the right to participate in any legal proceeding to contest and defend a claim for indemnification involving a third party and to be represented by legal counsel of its choosing. If the indemnitor fails to promptly assume the defense of the claim, the party entitled to indemnification may assume the defense at the indemnitor's cost and expense. The indemnitor will not be responsible for any settlement or compromise made without its consent, unless the indemnitee has tendered notice and the indemnitor has then refused to assume and defend the claim and it is later determined that the indemnitor was liable to assume and defend the claim. The indemnitee agrees to cooperate in good faith with the indemnitor at the request and expense of the indemnitor.

8. Additional Terms.

8.1 EULAs. Portions of the Services may require Client to accept the terms of one or more third party end user license agreements ("EULAs"). EULAs may contain service levels, warranties and/or liability limitations that are different than those contained in this Agreement or an applicable Order. Client agrees to be bound by the terms of such EULAs and shall look only to the applicable third party provider for the enforcement of the terms of such EULAs. To the extent permitted by applicable law, Client will

defend, indemnify, and hold Company harmless from any claims and Damages resulting from any breach of a EULA by Client or any of its directors, officers, employees, or agents.

8.2 Data Backup. Unless otherwise stated in an Order, Client understands and agrees that Company shall not be responsible for data backup or any data lost, corrupted, or rendered unreadable due to communication and/or transmissions errors or related failures, or equipment failures (including but not limited to silent corruption-related issues). Client is strongly advised to maintain a local and offsite backup of all mission-critical or customer-critical data, and to periodically verify the integrity and availability of all backed up data.

8.3 Bring Your Own Device (BYOD). Client hereby represents and warrants that Company is authorized to provide the Services to all devices, peripherals and/or computer processing units, including without limitation mobile devices (such as personal digital assistants, notebook computers, and tablet computers) that (i) are connected to Client's systems related to the Services, and (ii) have been designated by Client to receive the Services, regardless of whether such device(s) are owned, leased or otherwise controlled by Client. Unless otherwise stated in an Order, devices will not receive or benefit from the Services while the devices are detached from or unconnected to such systems.

8.4 Hosted Solutions. Hosted solutions, including but not limited to hosted email and document-related applications, may require Client to accept the terms of a third party EULA, which may contain service levels, warranties and/or liability limitations that are different than those contained in this Agreement. Client agrees to be bound by the terms of such EULAs and shall look only to the applicable third party provider for the enforcement of the terms of such EULAs. To the extent permitted by applicable law, Client will defend, indemnify, and hold Company harmless from any claims and Damages resulting from any breach of such a EULA by Client or any of its directors, officers, employees, or agents. Company reserves the right to suspend or terminate Client's access to hosted solutions in the event that Company has reason to believe that the hosted solutions are being accessed, used or otherwise manipulated in a manner that violates any Law, or poses a threat to the integrity or security of Company's computer servers or any third party server.

8.5 Disposal of Equipment. Client agrees that any Client assets, equipment, hardware, or software deemed to be replaced, retired, faulty, non-functional, dead-on arrival, returned, unrecoverable, or otherwise unusable may be disposed of by Company unless Client provides a written request to keep the asset at the time of removal.

8.6 Recording.

(a) Some Services provided may involve recording and/or monitoring. For such Services, information uploaded to or in any way passing through computer systems used to provide the Services, including without limitation written, visual, or oral communications or other electronic means, may be recorded or monitored for quality assurance and diagnostic purposes. By accessing or using the Services, Client consents to such recording and monitoring. Client is also solely responsible for informing anyone with whom Client interacts or otherwise communicates via the Services that information uploaded to or in any way passing through the Services, including without limitation written, visual, or oral communications or other electronic means, may be recorded or monitored for quality assurance and diagnostic purposes.

(b) If phone conferences/conference bridges are applicable to the Services being provided to Client, Client acknowledges that the laws of certain jurisdictions may require that if a conference is recorded, all participants in the conference must be informed in advance of any such recording, so they may consent to being recorded (if required by applicable Laws). Client acknowledges and agrees that Client shall be solely responsible for complying with all applicable Laws and third party rights when using recording features (which includes Client's obligation to obtain the consent, if required by applicable Laws, of all participants before the commencement of the recording). Company shall have no liability to Client or any participant in Client's recorded conference with respect to Client's obligations under this Section 8.7.

9. General Provisions.

9.1 Non-Hire Provision. Each party to this Agreement agrees that it will not hire, employ or contract with, or solicit to hire, employ or contract with, any person who is, or within the immediately preceding

one year was, an employee or subcontractor of the other party to this Agreement for any purposes during the term of this Agreement, or for a period of one year after this Agreement terminates.

9.2 Conflict. Any purchase order or other document issued by Client is for administrative convenience only and does not govern, control or amend the terms of this Agreement or any Order. In the event of any conflict between this Agreement and any Order, this Agreement shall prevail unless the Order expressly references amending and superseding a specific provision of this Agreement.

9.3 Survival. In the event of any expiration or termination of this Agreement, Sections 2, 3, 4, 5, 6, 7, and 9 of this Agreement shall survive and shall continue to bind the parties.

9.4 Governing Law. This Agreement shall be governed in all respects by the laws of the United States of America and the State of Illinois without regard to conflicts of law principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.

9.5 Forum. All disputes arising under this Agreement shall be brought in the state or federal courts located in DuPage County, Illinois, as permitted by law. The state and federal courts located in DuPage County, Illinois shall each have nonexclusive jurisdiction over disputes under this Agreement. Client consents to the personal jurisdiction of the above courts.

9.6 Injunctive Relief. It is understood and agreed that, notwithstanding any other provisions of this Agreement, breach of the provisions of this Agreement by either Party will cause the other Party irreparable damage for which recovery of money damages would be inadequate, and that the non-breaching Party shall therefore be entitled to obtain timely injunctive relief to protect its rights under this Agreement in addition to any and all remedies available at law.

9.7 Notices. All notices or reports permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery or five (5) days after deposit in the mail. Notices shall be sent to the parties at the addresses described on the first page of this Agreement or such other address as either party may designate for itself in writing. All notices to Company must be to its President to be effective.

9.8 No Agency. Nothing contained herein shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties.

9.9 Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, power failure, communications delays/outages, material shortages or any other cause which is beyond the reasonable control of such party.

9.10 Waiver. The failure of either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

9.11 Severability. In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

9.12 Nondisclosure. Client promises not to disclose the terms and conditions of this Agreement to any third party without the prior written consent of Company.

9.13 Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or extent of such section or in any way affect this Agreement.

9.14 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same

instrument.

9.15 Entire Agreement. This Agreement together with any Orders attached hereto completely and exclusively states the agreement of the parties regarding its subject matter. It supersedes, and its terms govern, all prior proposals, agreements, or other communications between the parties, oral or written, regarding such subject matter. This Agreement shall not be modified except by a subsequently dated written amendment signed on behalf of Company and Client by their duly authorized representatives.

Exhibit A - Hourly Rates

Service Area	Hourly Bill Rate	Description of Service Area
Security Consulting, Management & Incident Response	$ 350.00	vCISO Services, Security Assessments and Audits. Company provided Incident Response outside of terms within applicable Orders.

Note: Rates will automatically increase on an annual basis equivalent to the CPI change for All Urban Consumers or by a rate of 4%, whichever is higher. Annual rate increases will become effective on the first of the month following the release of data for the prior calendar year.

Signature

Choose a profile to start the e-signature process.

Jason Snow
jason.snow@dupagesheriff.org

[redacted]

6/11/2025

Nolan Griffin
nolan@thinkgard.com

[redacted]

6/5/2025

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

File #: FM-P-0052-25 **Agenda Date:** 11/4/2025 **Agenda #:** 7.E.1.

AWARDING RESOLUTION
ISSUED TO VALDES SUPPLY
TO FURNISH AND DELIVER
PAPER TOWELS AND RESTROOM TISSUE
FOR FACILITIES MANAGEMENT
(CONTRACT TOTAL NOT TO EXCEED $104,794.16)

WHEREAS, bids have been taken and processed in accordance with County Board policy; and

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract to Valdes Supply, to furnish and deliver paper towels and restroom tissue to the Judicial Office Facility, JTK Administration Building and the Jail on a monthly basis, and as needed for the Power Plant, Children's Center, Office of Emergency Management, and the Coroner's Office, for the period December 1, 2025 through November 30, 2026, for Facilities Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to furnish and deliver paper towels and restroom tissue to the Judicial Office Facility, JTK Administration Building and the Jail on a monthly basis, and as needed for the Power Plant, Children's Center, Office of Emergency Management, for the period December 1, 2025 through November 30, 2026, for Facilities Management, be, and it is hereby approved for issuance of a contract by the Procurement Division to, Valdes Supply, 667 Chaddick Drive, Wheeling, IL 60090, for a contract total amount not to exceed $104,794.16, per renewal option under bid award#22-112-FM; third and final option to renew.

Enacted and approved this 12th day of November, 2025 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#: 25-2506	RFP, BID, QUOTE OR RENEWAL #: 22-112-FM	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: $131,061.70
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 11/04/2025	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: $471,941.74
	CURRENT TERM TOTAL COST: $104,794.16	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: THIRD RENEWAL
Vendor Information		*Department Information*	
VENDOR: Valdes Supply	VENDOR #: 36338	DEPT: Facilities Management	DEPT CONTACT NAME: Mary Ventrella
VENDOR CONTACT: Shahir Ahmed	VENDOR CONTACT PHONE: 847-657-6000	DEPT CONTACT PHONE #: 630-407-5705	DEPT CONTACT EMAIL: mary.ventrella@dupagecounty.gov
VENDOR CONTACT EMAIL: shahir.ahmed@valdessupply.com	VENDOR WEBSITE:	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.). Recommendation for the approval of a contract to Valdes Supply, to furnish and deliver restroom tissue and paper towels to the Judicial Office Facility, JTK Administration Building and the Jail on a monthly basis, and as needed for the Power Plant, Children's Center, Office of Emergency Management, and the Coroner's Office, for Facilities Management, for the period December 01, 2025 through November 30, 2026, for a total contract amount not to exceed $104,794.16, per renewal option under bid award #22-112-FM; third and final option to renew.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished

Restroom tissue and paper towels are necessary for the operation of campus facilities restrooms.

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED RENEWAL	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.

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source.
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).

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			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: Valdes Supply	Vendor#: 36338	Dept: Facilities Management	Division:
Attn: Shahir Ahmed	Email: shahir.ahmed@valdessupply.com	Attn:	Email: FMAccountsPayable @dupagecounty.gov
Address: 667 Chaddick Drive	City: Wheeling	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60090	State: IL	Zip: 60187
Phone: 847-657-6000	Fax: 847-235-6869	Phone: 630-407-5700	Fax: 630-407-5701
Send Payments To:		*Ship to:*	
Vendor: Valdes Supply	Vendor#:	Dept: Facilities Management	Division:
Attn:	Email:	Attn:	Email:
Address: 667 Chaddick Drive	City: Wheeling	Address:	City: Wheaton
State: IL	Zip: 60090	State: IL	Zip: 60187
Phone:	Fax:	Phone:	Fax:
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	LO		Restroom Tissue / Paper Towels	FY26	1000	1100	52280		104,794.16	104,794.16

FY is required, ensure the correct FY is selected.

Requisition Total $ 104,794.16

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Furnish and deliver restroom tissue and paper towels as needed, for County facilities, for Facilities Management.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Send PO to Vendor, Mary Ventrella, Cathie Figlewski, and Clara Gomez.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Public Works Committee: 11/04/25 County Board: 11/12/25
APPROVALS	Department Head signature approval for procurements under $15,000. Procurement Officer Approval for ETSB.

THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
FURNISH & DELIVER PAPER PRODUCTS (RESTROOM TISSUE, PAPER TOWELS, ETC.) 22-112-FM
BID TABULATION

✓

				All American Paper Co.		Central Poly Bag Corp.		Garvey's Office Products		Laport Inc.		Malor & Company Inc.		Standard Company		**Valdes LLC**	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	**PRICE**	**EXTENDED PRICE**
Item A - Conventional Size Restroom Tissue																	
1	SCA Tork #TM1616 500 shts/rl, 96 rls/cs, 4.00" length sheet size	CS	1,800					$ 55.00	$ 99,000.00			$ 59.81	$ 107,658.00	$ 44.14	$ 79,452.00		
2	Cascades North River #4064 500 shts/rl, 96 rls/cs, 4.00" length sheet size	CS	2,105														
3	Bedford Paper #SBT-503 500 shts/rl, 96 rls/cs, 3.75" length sheet size	CS	1,595														
4	Bedford Paper #SBT-501 500 shts/rl, 96 rls/cs, 3.50" length sheet size	CS	1,900													**$ 39.41**	**$ 74,879.00**
5	Other: LaPort - Kruger 0575 96/500 2-ply All American Paper Co. - GJO2550096 Central Poly Bag Corp. - Resolute #235 4.4:x3.5", 2 ply, 500 sheets, 96 rolls/case	CS	1,595	$ 50.60	$ 80,707.00	$ 60.00	$ 95,700.00			$ 39.44	$ 62,906.80						
Item B - 9" Jumbo Junior Size Restroom Tissue																	
6	Tork USA #TJ0922A 1000'/rl, 12 rls/cs, 3.50" length sheet size	CS	590					$ 43.00	$ 25,370.00			$ 49.00	$ 28,910.00				
7	Kruger Products Embassy #05620 1000'/rl, 8 rls/cs 3.50" length sheet size	CS	880														
8	Kimberly Clark/Scott Essential #07805 1000'/rl, 12 rls/cs 3.55" length sheet size	CS	590														
9	Cascades North River #4097 1000'/rl, 12 rls/cs 3.50" length sheet size	CS	590														
10	Bedford Paper #JRT-404 1000'/rl, 12 rls/cs 3.30" length sheet size	CS	590							$ 25.98	$ 15,328.20			$ 32.56	$ 19,210.40	**$ 25.08**	**$ 14,797.20**
11	Other: All American Paper Co. - GJO2510012 Central Poly Bag Corp. - Resolute #700, 3.4"x1000' 2 ply, G, 12 rolls/cs	CS	590	$ 36.45	$ 21,505.50	$ 29.99	$ 17,694.10										

				All American Paper Co.		Central Poly Bag Corp.		Garvey's Office Products		Laport Inc.		Malor & Company Inc.		Standard Company		**Valdes LLC**	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	**PRICE**	**EXTENDED PRICE**
Item C - Multi-Fold Paper Towels																	
12	Tork USA Premium #MB540A / 420580 250 towels/pk,12 pks/cs, 9” x 10”sheet	CS	2,838	$ 34.30	$ 97,343.40			$ 33.00	$ 93,654.00			$ 49.00	$ 139,062.00	$ 23.31	$ 66,153.78		
13	Kruger Embassy Premium #01540 334 towels/pk, 12 pks/cs, 9” x 9.5” sheet	CS	2,838														
14	Kruger White Swan Classic #01920 334 towels/pk, 12 pks/cs, 9” x 9.5” sheet	CS	2,838							$ 21.65	$ 61,442.70						
15	Bedford Paper #MF101 250 towels/pk, 16 pks/cs, 9.25" x 9.50" sheet	CS	2,838													**$ 21.00**	**$ 59,598.00**
16	Cascades North River #1342 250 towels/pk, 16 pks/cs, 9.10" x 9.50"	CS	2,838														
17	Scott Essential #01840 250 towels/pk,16 pks/cs, 9.20" x 9.40"	CS	2,838														
18	Other: Central Poly Bag Corp. - Maral #P2003, 9.25"x9.5" 16/250/cs (4000)	CS	2,838			$ 34.00	$ 96,492.00										
Item D - Conventional Size Restroom Tissue																	
19	Wausau Bay West Eco Soft #54000 500 shts/rl, 96 rls/cs, 4.00” length sheet size	CS	712					$ 55.00	$ 39,160.00			$ 59.00	$ 42,008.00				
20	SCA Tork #TM1616 500 shts/rl, 96 rls/cs, 4.00” length sheet size	CS	712											$ 44.14	$ 31,427.68		
21	Cascades North River #4064 500 shts/rl, 96 rls/cs, 4.00” length sheet size	CS	712														
22	Atlas #A250 500 shts/rl, 96 rls/cs, 4.50” sheet size	CS	634														
23	Bedford Paper #SBT-501 500 shts/rl, 96 rls/cs, 3.50" length sheet size	CS	712													**$ 39.41**	**$ 28,059.92**
24	Other: Laport Inc. - Kruger 0575 96/500 2-ply All American Paper Co. - GJO2550096 Central Poly Bag Corp. - Resolute #235, 4.4"x3.5", 2 ply, 500 sheets, 96 rolls/cs	CS	712	$ 50.60	$ 36,027.20	$ 60.00	$ 42,720.00			$ 39.44	$ 28,081.28						
Item E - Multi-Fold Paper Towels																	
25	Georgia Pacific Blue Basic (Previously Acclaim) #20204 250 towels/pk,16 pks/cs, 9.4” x 9.2” sheet	CS	194									$ 29.21	$ 5,666.74				
26	Kimberly Clark Scott Essential #01804 250 towels/pk, 16 pks/cs, 9.2” x9.4” sheet	CS	194														
27	Tork USA Premium #MB540A / 420580 250 towels/pk,12 pks/cs, 9” x 10”sheet	CS	194	$ 34.30	$ 6,654.20			$ 33.00	$ 6,402.00					$ 28.31	$ 5,492.14		
28	Cascades Décor #1759 250 towels/pk,16 pks/cs, 9 ” x 9.5” sheet	CS	194														
29	Tork USA #CB530 250 towels/pk, 16 pks/cs, 10.13” x 12.75” sheet	CS	194														
30	Bedford Paper #MF101 250 towels/pk, 16 pks/cs, 9.25" x 9.50" sheet	CS	194													**$ 21.00**	**$ 4,074.00**
31	Other: Laport Inc. - Kruger 01920 MF White 4,000/cs Central Poly Bag Corp. - Marcal #P2003, 9,5" x 9.25" 16/250/cs (4000)	CS	194			$ 34.00	$ 6,596.00			$ 21.65	$ 4,200.10						

				All American Paper Co.		Central Poly Bag Corp.		Garvey's Office Products		Laport Inc.		Malor & Company Inc.		Standard Company		**Valdes LLC**	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	**PRICE**	**EXTENDED PRICE**
Item F - Perforated Roll Towels																	
32	Wausau Bay West Eco Soft #41090 90 shts/rl, 30 rls/cs,11" x 9" sheet	CS	166									$ 70.00	$ 11,620.00				
33	Georgia Pacific Blue (formally Preference) #27385 85 shts/rl, 20 rls/cs, 11" x 8.8" sheet	CS	270														
34	Kimberly Clark Scott #41482 128 shts/rl, 20 rls/cs, 11" x 8.75"	CS	180														
35	Tork USA Universal #HB1995 210 shts/rl, 12 rls/cs, 11" x 9" sheet	CS	222					$ 39.00	$ 8,658.00								
36	Kruger White Swan #01656 80 shts/rl, 30 rls/cs, 10.9" x 8.6" sheet	CS	184							$ 23.23	$ 4,274.32						
37	Bedford Paper #HHT085 85 sheets/rl, 30 rls.cs, 8" x 11" sheet	CS	194											$ 34.38	$ 6,669.72	**$ 22.49**	**$ 4,363.06**
38	Other: All American Paper Co. - GJO25012 Central Poly Bag Corp. - Marcal #06350, 11x8 2 ply, 85 sheets, 30/cs	CS	194	$ 32.70	$ 6,343.80	$ 36.00	$ 6,984.00										
Item G - Boxed Facial Tissue (Large)																	
39	Marcal Sani-Hanks #682 40 shts/bx, 200 bx/cs, 7.5" sheet size	CS	96			No Bid		No Bid				$ 39.00	$ 3,744.00	No Bid			
40	Kruger Products White Swan #08500 80 shts/bx, 135 bx/cs, 8.0" sheet size	CS	72			No Bid		No Bid		$ 72.45	$ 5,216.40			No Bid			
41	Sani Facial Tissue #MoreX 40 shts/bx, 200 bx/cs, 7.88" sheet size	CS	96			No Bid		No Bid						No Bid			
42	Other: Valdes - Sani Facial Tissue #MoreX 40 shts/bx All American Paper Co. - GPCW 548550	CS	80	$ 40.30	$ 3,224.00	No Bid		No Bid						No Bid		**$ 45.00**	**$ 3,600.00**
Item H - Boxed Facial Tissue (Large)																	
43	Wausau Bay West Eco Soft #13000 100 shts/bx, 30 bxs/cs, 8" sheet size	CS	24					$ 29.00	$ 696.00			$ 50.00	$ 1,200.00	No Bid			
44	Georgia-Pacific Preference #48100 100 shts/bx, 30 bxs/cs, 8" sheet size	CS	24											No Bid			
45	Kruger Products White Swan #08301 100 shts/bx, 30 bxs/cs, 7.4" sheet size	CS	24							$ 21.50	$ 516.00			No Bid			
46	Cascades North River #4082 100 shts/bx, 30 bxs/cs, 7.5" sheet	CS	24											No Bid			
47	Georgia Pacific #GP47410 100 sheets/bx, 30 bxs/cs, 8.00" sheet	CS	24											No Bid		**$ 19.50**	**$ 468.00**
48	Other: All American Paper Co. - MRC2930CT Central Poly Bag Corp. - Central Poly# 2930 8.5x7.5:, 2 ply, 100/bx, 30/cs	CS	24	$ 21.00	$ 504.00	$ 39.00	$ 936.00										
Item I - Hard Roll Paper Towels																	
49	Kleenex #11090 White 1 ply, 8" x 600', 6 rls/cs, 3,600 ft/cs	CS	3,400			No Bid		$ 75.00	$ 255,000.00			$ 49.00	$ 166,600.00				
50	Georgia Pacific #280-55 Pref Ultra White 1 ply, 7.87" x 600', 12 rls/cs, 7,200 ft/cs	CS	1,728			No Bid											
51	Kruger Embassy Supreme #01240 White 1 ply, 8" x 600', 6 rls/cs, 3,600 ft/cs	CS	3,400			No Bid											
52	Bedford Paper #HWTW552 White 1 ply, 7.81" x 800', 6 rls/cs, 4,800ft/cs	CS	3,400	$ 48.30	$ 164,220.00	No Bid				$ 29.59	$ 100,606.00			$ 33.82	$ 114,988.00	**$ 26.75**	**$ 90,950.00**
					$ 416,529.10		$ 267,122.10		$ 527,940.00		$ 282,571.80		$ 506,468.74		$ 323,393.72		**$ 280,789.18**

NOTES
1. Contractor shall provide only one (1) response per item.

Bid Opening 10/4/2022 @ 2:30 PM	DW, NE, YQ
Invitations Sent	24
Total Vendors Requesting Documents	0
Total Bid Responses	7

The County of DuPage
Finance Department
Procurement Division, Room 3-400
421 North County Farm Road
Wheaton, Illinois 60187

CONTRACT RENEWAL AGREEMENT

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and Valdes LLC dba Valdes Supply located at 667 Chaddick Drive, Wheeling, IL 60090, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #22-112-FM which became effective on 12/1/2022 and which will expire 11/30/2025. The contract is subject to the third and final option to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature and shall terminate on 11/30/2026.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, as specified in the original contract.

THE COUNTY OF DUPAGE	**CONTRACTOR**
	Signature on File
SIGNATURE	SIGNATURE
Sara Rogers	Shahir Ahmed
PRINTED NAME	PRINTED NAME
Buyer I	President
PRINTED TITLE	PRINTED TITLE
	09/25/2025
DATE	DATE

SECTION 7 - BID FORM PRICING

Contractor shall provide only one (1) response per Item. For example, Item A – Conventional Size Restroom response shall only include a response for either A-1, A-2, A-3, etc. No multiple bids per item are allowed.

GROUP 1 - EAST CAMPUS

Item A - Conventional Size Restroom Tissue

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	SCA Tork #TM1616 500 sheets/rl, 96 rls/cs, 3.75" length sheet size	CS	1,800		$ -
			OR		
2	Cascades North River #4064 500 sheets/rl, 96 rls/cs, 4.00" length sheet size	CS	2,105		$ -
			OR		
3	Bedford Paper #SBT-503 500 sheets/rl, 96 rls/cs, 3.75" length sheet size	CS	1,595		$ -
			OR		
4	Bedford Paper #SBT-501 500 sheets/rl, 96 rls/cs, 3.50" length sheet size	CS	1,900	39.41	$ 74,879.00 -
			OR		
5	Or Equal (Provide Description)	CS	1,595		$ -
				Item A - Conventional Size Restroom Tissue Subtotal	$ 74,879.00 -
					PERCENTAGE
				Provide Percentage of Recycled Post Consumer Content of your Product	65 %
				Provide Percentage of Recycled Fiber Content of your Product	100 %

Item B - 9" Jumbo Junior Size Restroom Tissue					
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	Tork USA #TJ0922A 1000'/rl, 12 rls/cs, 3.50" length sheet size	CS	590		$ -
2	Kruger Products Embassy #05620 1000'/rl, 8 rls/cs 3.50" length sheet size	CS	880		$ -
3	Kimberly Clark/Scott Essential #07805 1000'/rl, 12 rls/cs 3.55" length sheet size	CS	590		$ -
4	Cascades North River #4097 1000'/rl, 12 rls/cs 3.50" length sheet size	CS	590		$ -
5	Bedford Paper #JRT-404 1000'/rl, 12 rls/cs 3.30" length sheet size	CS	590	25.08	$ 14,797.20 -
6	Or Equal (Provide Description)	CS	590		$ 14,797.20 -
				Item B - 9" Jumbo Junior Size Restroom Tissue Subtotal	**$ -**
					PERCENTAGE
				Provide Percentage of Recycled Post Consumer Content of your Product	65 %
				Provide Percentage of Recycled Fiber Content of your Product	100 %

Item C - Multi-Fold Paper Towels					
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	Tork USA Premium #MB540A 250 towels/pk,16 pks/cs, 9" x 9.5" sheet	CS	2,838		$ -
2	Kruger Embassy Premium #01540 334 towels/pk, 12 pks/cs, 9" x 9.5" sheet	CS	2,838		$ -
3	Kruger White Swan Classic #01920 334 towels/pk, 12 pks/cs, 9" x 9.5" sheet	CS	2,838		$ -
4	Bedford Paper #MF101 250 towels/pk, 16 pks/cs, 9.25" x 9.50" sheet	CS	2,838	21.00	$ 59598.00 -
5	Cascades North River #1342 250 towels/pk, 16 pks/cs, 9.10" x 9.50"	CS	2,838		$ -
6	Scott Essential #01840 250 towels/pk,16 pks/cs, 9.20" x 9.40"	CS	2,838		$ -
7	Or Equal (Provide Description)	CS	2,838		$ -
				Item C - Multi-Fold Paper Towels Subtotal	$ 59598.00 -
					PERCENTAGE
				Provide Percentage of Recycled Post Consumer Content of your Product	65 %
				Provide Percentage of Recycled Fiber Content of your Product	100 %

GROUP 2 - WEST CAMPUS

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
Item D - Conventional Size Restroom Tissue					
1	Wausau Bay West Eco Soft #54000 500 sheets/rl, 96 rls/cs, 4.00" length sheet size	CS	712		$ -
2	SCA Tork #TM1616 500 shts/rl, 96 rls/cs, 4.00" length sheet size	CS	712		$ -
3	Cascades North River #4064 500 sheets/rl, 96 rls/cs, 4.00" length sheet size	CS	712		$ -
4	Atlas #A250 500 sheets/rl, 96 rls/cs, 4.50" sheet size	CS	634		$ -
5	Bedford Paper #SBT-501 500 sheets/rl, 96 rls/cs, 3.50" length sheet size	CS	712	39.41	$ 28,059.92 -
6	Or Equal (Provide Description)	CS	712		~~$28,059.92~~ -
	Item D - Conventional Size Restroom Tissue Subtotal				$ 28,059.92 -
					PERCENTAGE
	Provide Percentage of Recycled Post Consumer Content of your Product				65 %
	Provide Percentage of Recycled Fiber Content of your Product				100 %

Item E - Multi-Fold Paper Towels					
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	Georgia Pacific Blue Basic (Previously Acclaim) #20204 250 towels/pk,16 pks/cs, 9.4" x 9.2" sheet	CS	194		$ -
2	Kimberly Clark Scott Essential #01804 250 towels/pk, 16 pks/cs, 9.2" x9.4" sheet	CS	194		$ -
3	Tork USA Premium #MB540A / 420580 250 towels/pk,12 pks/cs, 9" x 10" sheet	CS	194		$ -
4	Cascades Décor #1759 250 towels/pk,16 pks/cs, 9" x 9.5" sheet	CS	194		$ -
5	Tork USA #CB530 250 towels/pk, 16 pks/cs, 10.13" x 12.75" sheet	CS	194		$ -
6	Bedford Paper #MF101 250 towels/pk, 16 pks/cs, 9.25" x 9.50" sheet	CS	194	21.00	$ 4074.00 -
7	Or Equal (Provide Description)	CS	194		$ -
				Item E - Multi-Fold Paper Towels Subtotal	$ 4074.00 -
					PERCENTAGE
				Provide Percentage of Recycled Post Consumer Content of your Product	65 %
				Provide Percentage of Recycled Fiber Content of your Product	100 %

Item F - Perforated Roll Towels					
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	Wausau Bay West Eco Soft #41090 90 sheets/rl, 30 rls/cs,11" x 9" sheet	CS	166		$ -
2	Georgia Pacific Blue (formally Preference) #27385 85 sheets/rl, 20 rls/cs, 11" x 8.8" sheet	CS	270		$ -
3	Kimberly Clark Scott #41482 128 sheets/rl, 20 rls/cs, 11" x 8.75"	CS	180		$ -
4	Tork USA Universal #HB1995 210 sheets/rl, 12 rls/cs, 11" x 9" sheet	CS	222		$ -
5	Kruger White Swan #01656 80 sheets/rl, 30 rls/cs, 10.9" x 8.6" sheet	CS	184		$ -
6	Bedford Paper #HHT085 85 sheets/rl, 30 rls.cs, 8" x 11" sheet	CS	194	22.49	$4363.06 -
7	Or Equal (Provide Description)	CS	194		$ -
				Item F - Perforated Roll Towels Subtotal	$4363.06 -
					PERCENTAGE
				Provide Percentage of Recycled Post Consumer Content of your Product	65 %
				Provide Percentage of Recycled Fiber Content of your Product	100 %

Item G - Boxed Facial Tissue (Large)					
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	Marcal Sani-Hanks #682 40 sheets/bx, 200 bx/cs, 7.5" sheet size	CS	96		$ -
	OR				
2	Kruger Products White Swan #08500 80 sheets/bx, 135 bx/cs, 8.0" sheet size	CS	72		$ -
	OR				
3	Sani Facial Tissue #MoreX 40 sheets/bx, 200 bx/cs, 7.88" sheet size	CS	96		$ -
	OR				
4	Or Equal (Provide Description) Sani Facial Tissue (marvel) 2 ply white 40/BOX	CS	80	45.00	$ 3600 -
				Item G - Boxed Facial Tissue (Large) Subtotal	$ 3600 -
					PERCENTAGE
				Provide Percentage of Recycled Post Consumer Content of your Product	65 %
				Provide Percentage of Recycled Fiber Content of your Product	100 %

Item H - Boxed Facial Tissue (Large)					
1	Wausau Bay West Eco Soft #13000 100 sheets/bx, 30 bxs/cs, 8" sheet size	CS	24		$ -
	OR				
2	Georgia-Pacific Preference #48100 100 sheets/bx, 30 bxs/cs, 8" sheet size	CS	24		$ -
	OR				
3	Kruger Products White Swan #08301 100 sheets/bx, 30 bxs/cs, 7.4" sheet size	CS	24		$ -
	OR				
4	Cascades North River #4082 100 sheets/bx, 30 bxs/cs, 7.5" sheet	CS	24		$ -
	OR				
5	Georgia Pacific #GP47410 100 sheets/bx, 30 bxs/cs, 8.00" sheet	CS	24	19.50	$ 468.00 -
	OR				
6	Or Equal (Provide Description)	CS	24		$ -
				Item H - Boxed Facial Tissue (Large) Subtotal	$ 468.00 -
					PERCENTAGE
				Provide Percentage of Recycled Post Consumer Content of your Product	65 %
				Provide Percentage of Recycled Fiber Content of your Product	100 %

Item I - Hard Roll Paper Towels					
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	Kleenex #11090 White 1 ply, 8" x 600', 6 rls/cs, 3,600 ft/cs	CS	3,400		$ -
	OR				
2	Georgia Pacific #280-55 Pref Ultra White 1 ply, 7.87" x 600', 12 rls/cs, 7,200 ft/cs	CS	1,728		$ -
	OR				
3	Kruger Embassy Supreme #01240 White 1 ply, 8" x 600', 6 rls/cs, 3,600 ft/cs	CS	3,400		$ -
	OR				
4	Bedford Paper #HWTW552 White 1 ply, 7.81" x 800', 6 rls/cs, 4,800ft/cs	CS	3,400	26.75	$ 90,950.00
				Item I - Hard Roll Paper Towels Subtotal	$ 90,950.00
					PERCENTAGE
				Provide Percentage of Recycled Post Consumer Content of your Product	65 %
				Provide Percentage of Recycled Fiber Content of your Product	100 %
				GRAND TOTAL	$ 280,789.18

GRAND TOTAL ITEMS
(In words) Two hundred and eighty thisand seven hunded and eighty nine 18/100

SECTION 8 - BID FORM SIGNATURE PAGE

The Contractor agrees to provide the service, and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

X Signature on File President
(Signature and Title)

CORPORATE SEAL
(If available)

BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this 3 day of OCTOBER AD, 2022

Signature on File

My Commission Expires: 12/17/2025

OFFICIAL SEAL
MARIA E ROMERO
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Dec. 17, 2025

SEAL

SECTION 9 - MANDATORY FORM
FURNISH & DELIVER PAPER PRODUCTS (RESTROOM TISSUE, PAPER TOWELS, ETC.) 22-112-FM

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Valdes LLC		
Main Business Address	667 Chaddick Dr.		
City, State, Zip Code	Wheeling, IL, 60090		
Telephone Number	847-657-6000	Email Address	Shahir.ahmed@valdessupply.com
Bid Contact Person	Shahir Ahmed		

The undersigned certifies that he is:

☒ the Owner/Sole Proprietor ☐ a Member authorized to sign on behalf of the Partnership ☐ an Officer of the Corporation ☐ a Member of the Joint Venture

Herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

Shahir Ahmed
(President or Partner)

_____
(Vice-President or Partner)

_____
(Secretary or Partner)

_____
(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Officer, DuPage County, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including

Addenda No. 1, _____, ____, and ___ issued thereto.

Further, the undersigned proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus, and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate.

Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33 E-4, bid rigging or bid-rotating, or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that he has examined and carefully prepared this bid and has checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.

If a Corporation, the undersigned, further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed nor modified, and that the same remain in full force and effect. (Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the Bidder certifies that he has provided equipment, supplies, or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

CONTRACT ADMINISTRATION INFORMATION:

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	Valdes LLC	NAME	Valdes LLC
CONTACT	Shahir Ahmed	CONTACT	Shahir Ahmed
ADDRESS	667 Chaddick Dr.	ADDRESS	667 Chaddick Dr.
CITY ST ZIP	Wheeling, IL, 60090	CITY ST ZIP	Wheeling, IL, 60090
TX	847-657-6000	TX	847-657-6000
FX	N/A	FX	N/A
EMAIL	Shahir.Ahmed@Valdessupply.com	EMAIL	Shahir.Ahmed@Valdessupply.com
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
EAST CAMPUS DuPage County Facilities Management 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-5700 EMAIL: FMAccountsPayable@dupageco.org		**EAST CAMPUS** DuPage County Various Locations Wheaton, IL 60187 TX: (630) 407-5705 EMAIL: mary.ventrella@dupageco.org	
WEST CAMPUS DuPage County Care Center 400 North County Farm Road Wheaton, IL 60187 TX: (630) 784-4273		**WEST CAMPUS** DuPage County Care Center 421 North County Farm Road Wheaton, IL 60187 TX: (630) 784-4273 EMAIL: vinit.patel@dupageco.org	

ALL MATERIALS MUST BE BID AND SHIPPED F.O.B. DELIVERED (FREIGHT INCLUDED IN PRICE)

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:	22-112-FM
COMPANY NAME:	Valdes LLC
CONTACT PERSON:	Shahir Ahmed
CONTACT EMAIL:	shahir.ahmed@valdessupply.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:

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.

Printed Name: Shahir Ahmed _____ Signature: Signature on File _____

Title: President _____ Date: 09/25/2025 _____

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

File #: SM-R-0013-25 **Agenda Date:** 11/4/2025 **Agenda #:** 20.A.

SM-R-0176A-22

FIRST AMENDMENT TO RESOLUTION SM-R-0176-22 THE
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE COUNTY OF DUPAGE, ILLINOIS AND THE VILLAGE OF BURR RIDGE
FOR THE ELM STREET CULVERT REPLACEMENT PROJECT

WHEREAS, on April 12, 2022, the COUNTY and DISTRICT entered into an Intergovernmental Agreement, (County Resolution No. SM-R-0176-22) (hereinafter referred to as "AGREEMENT") (attached hereto as "Exhibit A"), to provide the VILLAGE funding assistance to pay project expenses for designing, constructing, maintaining, and addressing erosion, water quality, and runoff volumes associated with the VILLAGE's Elm Street Culvert Replacement Project (hereinafter referred to as the "PROJECT"); and

WHEREAS, paragraphs 3.3, 5.2.4, 9.1.1, and 9.1.2 of the AGREEMENT provide a deadline of November 30, 2024, for the VILLAGE to seek reimbursement from the COUNTY for PROJECT expenses; and

WHEREAS, paragraph 9.1.1 of the AGREEMENT further provides that the Parties may agree to a "new" deadline for the VILLAGE to seek reimbursement; and

WHEREAS, the VILLAGE and COUNTY have determined it to be in their best interests to amend the AGREEMENT to extend the deadline for the VILLAGE to seek reimbursement from the COUNTY for PROJECT expenses.

NOW, THEREFORE, BE I'I' RESOLVED by the DuPage County Board that the attached Exhibit A between the COUNTY and the VILLAGE is hereby accepted and approved, and that the Chair of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached EXHIBIT A, by and through the Stormwater Management Department, to the Village of Burr Ridge, Attn: David Preissig,7660 S. County Line Rd, Burr Ridge, IL 60527; Nick Alfonso/State's Attorney's Office; and the DuPage Stormwater Management Department.

Enacted and approved this 12th Day of November, 2025 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND THE VILLAGE OF BURR RIDGE FOR THE ELM STREET CULVERT REPLACEMENT PROJECT

This FIRST AMENDMENT to the Intergovernmental Agreement between the County of DuPage and the Village of Burr Ridge (hereinafter referred to as "FIRST AMENDMENT"), for the Elm Street Culvert Replacement Project, is entered into this 12th day of November, 2025, between the County of DuPage (hereinafter referred to as the "COUNTY"), a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois, and the Village of Burr Ridge (hereinafter referred to as the "VILLAGE"), a body politic and corporate, with offices at 7660 S. County Line Road, Burr Ridge, Illinois, 60527. The COUNTY and the VILLAGE are hereinafter sometimes individually referred to as a "PARTY" or together as the "PARTIES".

RECITALS

WHEREAS, on April 12, 2022, the COUNTY and DISTRICT entered into an Intergovernmental Agreement, (County Resolution No. SM-R-0176-22) (hereinafter referred to as "AGREEMENT") (attached hereto as "Exhibit A"), to provide the VILLAGE funding assistance to pay project expenses for designing, constructing, maintaining, and addressing erosion, water quality, and runoff volumes associated with the VILLAGE's Elm Street Culvert Replacement Project (hereinafter referred to as the "PROJECT"); and

WHEREAS, paragraphs 3.3, 5.2.4, 9.1.1, and 9.1.2 of the AGREEMENT provide a deadline of November 30, 2024, for the VILLAGE to seek reimbursement from the COUNTY for PROJECT expenses; and

WHEREAS, paragraph 9.1.1 of the AGREEMENT further provides that the Parties may agree to a "new" deadline for the VILLAGE to seek reimbursement; and

WHEREAS, the VILLAGE and COUNTY have determined it to be in their best interests to amend the AGREEMENT to extend the deadline for the VILLAGE to seek reimbursement from the COUNTY for PROJECT expenses.

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, the PARTIES agree the AGREEMENT is amended as follows:

1. Paragraphs 3.3, 5.2.4, 9.1.1, and 9.1.2 of the AGREEMENT are amended to state a new deadline of January 31, 2026, for the VILLAGE to seek reimbursement for PROJECT expenses.

All other terms and conditions of the AGREEMENT not expressly modified herein shall remain in full force and effect.

[This space left intentionally blank]

IN WITNESS WHEREOF, the PARTIES have caused this FIRST AMENDMENT to be executed in duplicate counterparts, each of which shall be considered as an original by their duly authorized officers as of the date first above written.

COUNTY OF DU PAGE

_____
Deborah A. Conroy, Chair
DuPage County Board

ATTEST:

_____
Jean Kaczmarek
County Clerk

VILLAGE OF BURR RIDGE

_____
Gary A. Grasso
Mayor

ATTEST:

_____
Susan Schaus
Village Clerk

EXHIBIT A

Resolution

SM-R-0176-22

INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF BURR RIDGE AND THE COUNTY OF DUPAGE FOR THE ELM STREET CULVERT REPLACEMENT PROJECT

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 12TH day of April, 2022 between the County of DuPage, a body corporate and politic, (hereinafter referred to as the "COUNTY") with offices located at 421 North County Farm Road, Wheaton, Illinois 60187 and the Village of Burr Ridge, (hereinafter referred to as the "VILLAGE") with offices located at 7660 S. County Line Road, Burr Ridge, Illinois, 60527.

RECITALS

WHEREAS, the VILLAGE and the COUNTY are public agencies within the meaning of the Illinois "Intergovernmental Cooperation Act", and as authorized by Article 7 Section 10 of the Constitution of the State of Illinois to cooperate for public purpose; and

WHEREAS, the purposes of the Intergovernmental Cooperation Act and Article 7 of the Constitution of the State of Illinois includes fostering cooperation among governmental bodies; and

WHEREAS, pursuant to authority granted at 55 ILCS 5/5-1062.3, and 5/5-15001, et seq., the COUNTY is authorized to take action to control flooding, manage stormwater and to enter into agreements for the purposes of stormwater management and flood control; and

WHEREAS, the COUNTY has adopted the DuPage County Stormwater Management Plan, which plan recognizes on-site detention, stream maintenance, erosion control, and water quality as integral parts of the proper management of storm and flood waters; and

WHEREAS, the COUNTY has further adopted a Post Construction Best Management Practices Fee In Lieu Program ("PROGRAM") which provides funding assistance to design, construct, and maintain water quality or runoff volume reduction improvements; and

WHEREAS, the VILLAGE has identified an area along Elm Street conveying the "63rd Street Ditch" that experiences extreme erosion in a channelized ditch with high channel velocities causing uprooting of trees and continued erosion to the streambanks; and

WHEREAS, the VILLAGE has developed a work plan for a project ("PROJECT") that will reduce soil loss and reduce TSS, BOD, TP and TN pollution transport to downstream waterways including the Des Plaines River and directly increase DO levels; and

WHEREAS, the COUNTY, VILLAGE, and the general public will benefit from the PROJECT through improved water quality in the watershed; and

WHEREAS, the PROJECT qualifies for funding through the PROGRAM; and

WHEREAS, the cost to construct the PROJECT is estimated to be nine hundred eighty-two thousand and no cents ($982,000.00); and

WHEREAS, the VILLAGE has requested that the COUNTY provide funding assistance

for the PROJECT in the amount of fifty thousand dollars and no cents ($50,000.00), which funding assistance shall be paid by the COUNTY from the PROGRAM; and

WHEREAS, insofar as the VILLAGE is the PROGRAM funding recipient, the VILLAGE shall provide all funds for the PROJECT, paying all PROJECT expenses up front, and being reimbursed by the COUNTY at a later date in the amounts specified per the attached INTERGOVERNMENTAL AGREEMENT (also hereafter "AGREEMENT"); and

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and the VILLAGE is hereby accepted and approved, and that the Chairman of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit a copy of this Resolution and the attached AGREEMENT, by and through the Stormwater Management Department, to the Village of Burr Ridge, Attn: David Preissig, 7660 S. County Line Rd, Burr Ridge, IL 60527; Patrick Collins/State's Attorney's Office; County Auditor; Finance Director; Treasurer; Purchasing; and three (3) copies to the DuPage County Stormwater Management Department.

Enacted and approved this 12th day of April, 2022 at Wheaton, Illinois.

[redacted]

DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest [redacted]

JEAN KACZMAREK, COUNTY CLERK

INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF BURR RIDGE AND THE COUNTY OF DUPAGE FOR THE ELM STREET CULVERT REPLACEMENT PROJECT

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 12TH day of April, 2022 between the County of DuPage, a body corporate and politic, (hereinafter referred to as the "COUNTY") with offices located at 421 North County Farm Road, Wheaton, Illinois 60187 and the Village of Burr Ridge, (hereinafter referred to as the "VILLAGE") with offices located at 7660 S. County Line Road, Burr Ridge, Illinois, 60527.

RECITALS

WHEREAS, the VILLAGE and the COUNTY are public agencies within the meaning of the Illinois "Intergovernmental Cooperation Act", and as authorized by Article 7 Section 10 of the Constitution of the State of Illinois to cooperate for public purpose; and

WHEREAS, the purposes of the Intergovernmental Cooperation Act and Article 7 of the Constitution of the State of Illinois includes fostering cooperation among governmental bodies; and

WHEREAS, pursuant to authority granted at 55 ILCS 5/5-1062.3, and 5/5-15001, et seq., the COUNTY is authorized to take action to control flooding, manage stormwater and to enter into agreements for the purposes of stormwater management and flood control; and

WHEREAS, the COUNTY has adopted the DuPage County Stormwater Management Plan, which plan recognizes on-site detention, stream maintenance, erosion control, and water quality as integral parts of the proper management of storm and flood waters; and

WHEREAS, the COUNTY has further adopted a Post Construction Best Management Practices Fee In Lieu Program ("PROGRAM") which provides funding assistance to design, construct, and maintain water quality or runoff volume reduction improvements; and

WHEREAS, the VILLAGE has identified an area along Elm Street conveying the "63rd Street Ditch" that experiences extreme erosion in a channelized ditch with high channel velocities causing uprooting of trees and continued erosion to the streambanks; and

WHEREAS, the VILLAGE has developed a work plan for a project ("PROJECT") that will reduce soil loss and reduce TSS, BOD, TP and TN pollution transport to downstream waterways including the Des Plaines River and directly increase DO levels; and

WHEREAS, the COUNTY, VILLAGE, and the general public will benefit from the PROJECT through improved water quality in the watershed; and

WHEREAS, the PROJECT qualifies for funding through the PROGRAM; and

WHEREAS, the cost to construct the PROJECT is estimated to be nine hundred eighty-two thousand and no cents ($982,000.00); and

WHEREAS, the VILLAGE has requested that the COUNTY provide funding assistance for the PROJECT in the amount of fifty thousand dollars and no cents ($50,000.00), which funding assistance shall be paid by the COUNTY from the PROGRAM; and

WHEREAS, insofar as the VILLAGE is the PROGRAM funding recipient, the VILLAGE shall provide all funds for the PROJECT, paying all PROJECT expenses up front, and being reimbursed by the COUNTY at a later date in the amounts specified per the attached INTERGOVERNMENTAL AGREEMENT (also hereafter "AGREEMENT"); and

NOW, THEREFORE, in consideration of the premises and covenants contained herein, the parties agree that:

1.0 INCORPORATION AND CONSTRUCTION.

1.1 All recitals set forth above are incorporated herein and made a 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 PROJECT DESCRIPTION.

The PROJECT addresses the existing site issues including extreme erosion in a channelized ditch with lack of native vegetation or wetland habitat. It also has high channel velocities causing uprooting of trees and continued erosion to the streambanks. The solution to these problems is to implement the following best management practices:

- Large box culvert installed with increased capacity to disperse concentrated stream flow,
- Native vegetation buffer plantings both upstream and downstream to provide new habitat for aquatic species,
- Bank stabilization with bioengineering practices to reduce eroding streambanks,
- Establishment of new riffles and pools for oxygenating the low-flow stream flows,
- Embedding the box culvert into the stream channel to allow aquatic species passage,
- Creating 800 square feet of new wetland upstream and 2000 square feet of side

channel wetland downstream to improve water quality and habitat.

-

3.0 FUNDING.

3.1 The PROJECT costs are estimated to be nine hundred eighty-two dollars and no cents ($982,000). Fifty thousand dollars and no cents ($50.000.00) are being requested from the DuPage County Fee-In-Lieu funds, which is five and nine hundredths percent of the overall cost of the PROJECT. The cost share is as follows, unless otherwise agreed to in writing as provided in Paragraph 3.2 below:

Engineer Opinion of Probable Cost	**$982,000**
Secured Grant Funding	
o Rep. Sean Casten (IL-06) Community Project	$ 785,000
total secured grant funding	**$ 785,000**
Local Funding Requests for Commitment - Grant Funding Being Pursued	
o DuPage County BMP fee-in-lieu Program	$ 50,000 (5.09% of overall project costs)
o Village of Burr Ridge – Capital Funding	$ 147,000
total commitment – grant funding being pursued	**$ 197,000**

3.2 The VILLAGE shall be responsible for bearing all cost overruns, which includes all PROJECT expenses in excess of the PROJECT cost estimate in Paragraph 3.1, above, regardless of the cause of such cost increase, unless the VILLAGE and COUNTY agree to apportion such extra costs before such additional costs are incurred.

3.3 This AGREEMENT shall in no way obligate the VILLAGE to undertake this PROJECT if the VILLAGE in its sole discretion determines that it is no longer in the VILLAGE'S best interest to proceed with this PROJECT. However, in the event the PROJECT is not substantially completed by November 30, 2024, the VILLAGE shall promptly reimburse the COUNTY any monies paid by the COUNTY to the VILLAGE pursuant to this AGREEMENT. The VILLAGE'S right to retain the COUNTY'S reimbursement of PROJECT costs is expressly conditioned upon the VILLAGE'S timely and satisfactory completion of the PROJECT.

3.4 The VILLAGE may only seek COUNTY reimbursement for allowable PROJECT expenses. Allowable PROJECT expenses incurred and paid by the VILLAGE in relation to the PROJECT shall include third-party professional services (construction management, etc.), construction (labor and materials), bid

advertising, etc. Notwithstanding the foregoing, allowable expenses shall not include the VILLAGE'S administrative costs, overhead, payroll, land acquisition, legal or accounting services.

4 VILLAGE'S RESPONSIBILITIES.

4.1 The VILLAGE shall be responsible for the preparation of the plans, specifications, and bid documents for the PROJECT, together with the advertisement and award of all PROJECT-related public bids. The VILLAGE shall select, and contract with, all vendors providing professional services for the PROJECT.

4.2 The VILLAGE shall be responsible for successful completion of all phases of the PROJECT, from design and construction through maintenance.

4.3 The VILLAGE shall be responsible for securing all local, county, state, and federal permits necessary for completion of the PROJECT.

4.4 The VILLAGE shall be responsible for submitting copies of all permit applications and related correspondence to the COUNTY in a timely manner to ensure sufficient review by the COUNTY. The purpose of the COUNTY'S review shall be for the sole purpose of documenting whether PROJECT work components qualify as allowable expenses.

4.5 The VILLAGE shall be responsible for obtaining all required land rights necessary for the completion of the PROJECT.

4.6 The VILLAGE shall not be reimbursed by the COUNTY for work undertaken prior to the signing of this AGREEMENT.

4.7 The VILLAGE may enter into additional agreements to secure its portion of the local PROJECT costs.

4.8 The VILLAGE shall submit no more than one invoice per month to the COUNTY during the construction and maintenance phases of the PROJECT. Under no circumstances should the COUNTY be invoiced more than five and nine hundredths percent (5.09%) of total incurred PROJECT costs up to the dollar limit established in Paragraph 3.1. Each invoice shall show the quantities and cost per item and be summarized by PROJECT area.

4.9 The VILLAGE shall make direct payments to all parties providing services related to this PROJECT. This requirement will not affect the COUNTY'S obligation to reimburse the VILLAGE in the amounts herein agreed upon, nor shall this provision affect the VILLAGE'S obligation to repay the COUNTY in the event the PROJECT is not undertaken or completed, as established in

Paragraph 3.3.

4.10 The VILLAGE shall make any data collected from the PROJECT available to the COUNTY. The COUNTY shall be allowed unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and all work documents (i.e., plans, change orders, field orders, construction manager diaries, etc.).

4.11 The COUNTY shall not be responsible for or have control over the design, construction, means, methods, techniques or procedures with respect to any work performed for the PROJECT. The VILLAGE and VILLAGE'S contractors shall be solely responsible for the safety of all individuals performing work on the PROJECT. The VILLAGE shall take such measures as are necessary to ensure that its contractors maintain the PROJECT areas in a safe condition and install appropriate barricades and warning signs, and the VILLAGE shall strictly enforce all applicable safety rules and regulations. This provision is not intended to create any new burden or liability for the VILLAGE beyond the usual burdens and liabilities for an Illinois VILLAGE in the construction of public improvements. This section is intended merely to relieve the COUNTY from such liabilities in this PROJECT. COUNTY'S role in conducting any review or granting any consent or approval relates solely to the PROJECT'S eligibility, or whether any particular costs is an allowable expense, under the COUNTY'S Countywide Post Construction Best Management Practices Program for water quality.

4.12 The VILLAGE shall acknowledge the COUNTY using logo(s) and/or wording provided by the COUNTY in any printed materials promoting the PROJECT.

4.13 The VILLAGE agrees to provide the COUNTY with estimates of pollutant load reduction from the project for Total Phosphorus (lb/yr), Total Nitrogen (lb/yr), Total Suspended Solids (t/yr), and Biological Oxygen Demand (lb/yr). Pollutant Load Reduction estimates should be determined by methodology approved by DuPage County and/ or the Illinois EPA.

5.0 COUNTY'S RESPONSIBILITIES.

5.1 The COUNTY shall reserve the right to review the PROJECT'S plans and specifications, prior to the VILLAGE'S advertisement for contract services, together with any subsequent change orders, addendums, or revisions thereto, for the purpose of verifying that PROJECT components qualify for reimbursement through the COUNTY'S Site Runoff Storage Variance Fee Program.

5.2 The COUNTY shall cost share in the PROJECT as follows:

5.2.1 The COUNTY shall reimburse the VILLAGE for approved costs

associated with the PROJECT at a fixed proportion of five and nine hundredths percent (5.09%) of the PROJECT costs, which have been incurred and paid for by the VILLAGE, as specified in Paragraph 3.1.

5.2.2 The total reimbursement amount paid by the COUNTY shall not exceed fifty thousand dollars and no cents ($50,000.00).

5.2.3 In the event that the PROJECT'S costs total less than fifty thousand dollars and no cents ($50,000.00), the COUNTY'S total reimbursement amount shall be not more than five and nine hundredths percent (5.09%) of the actual total PROJECT costs. Any amounts overpaid by the COUNTY shall be promptly refunded by the VILLAGE.

5.2.4 The COUNTY shall not be obligated to pay invoices received after November 30, 2024, regardless of when the work was completed and notwithstanding that the COUNTY'S contribution limit has not been reached.

5.3 The COUNTY shall be allowed unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and work documents (i.e., plans, change orders, field orders, manager diaries, etc.) for the limited purpose of determining eligibility for COUNTY reimbursement, and the use of all data collected as part of the PROJECT.

6.0 GOVERNMENT REGULATIONS.

6.1 The VILLAGE shall comply with all local, State and Federal requirements now in force, or which may hereafter be in force, pertaining to the Project.

7.0 INDEMNIFICATION.

7.1 The VILLAGE shall indemnify, hold harmless and defend the COUNTY or any of its officials, officers, employees, and agents from and against all liability, claims, suits, demands, liens, 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 VILLAGE'S performance under this AGREEMENT, to the fullest extent the VILLAGE is so authorized under the law; provided, however, that the VILLAGE shall not be obligated to indemnify, hold harmless and defend the COUNTY for any negligent or intentional wrongful misconduct or omissions by COUNTY officials, employees, agents, contractors or personnel.

7.2 The VILLAGE shall require each consultant and contractor responsible for the construction, maintenance, or monitoring of the PROJECT to name the

VILLAGE and COUNTY as an additional insured party on said vendor's liability insurance policy. Further, the VILLAGE shall require that its consultants and contractors indemnify, defend and hold harmless the VILLAGE and COUNTY, its officers, employees and elected officials from and against any claims, liability or judgments resulting from, or caused by, the negligence or willful conduct of such consultant and, or contractor.

7.3 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, liens, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraph 7.1 is to be the State's Attorney, in accord with the applicable law. The COUNTY'S participation in its defense shall not remove VILLAGE'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above. Moreover, indemnity as provided in this AGREEMENT shall not be limited by reason of any insurance coverage maintained by the VILLAGE or its consultants, contractors or agents. The VILLAGE'S indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.

8.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.

8.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties, excluding term extensions as provided for in the following provision.

8.2 Notwithstanding Paragraph 8.1, above, the term for performing this AGREEMENT may be extended by any suitable COUNTY designated form, signed by both parties without formal amendment pursuant to Paragraph 8.1, above.

9.0 TERM OF THIS AGREEMENT.

9.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:

9.1.1 November 30, 2024 or to a new date agreed upon by the parties.

9.1.2 The completion by the VILLAGE and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before November 30, 2024.

10 ENTIRE AGREEMENT.

10.1 This AGREEMENT, including matters incorporated herein, contains the entire AGREEMENT between parties.

10.2 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.

10.3 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.

10.4 In event of a conflict between the terms or conditions or this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

11.0 SEVERABILITY.

11.1 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.

12 GOVERNING LAW.

12.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.

12.2 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.

13.0 NOTICES REQUIRED UNDER THIS AGREEMENT.

13.1 Any notice required by the provisions of this Agreement shall be mailed to:

Mr. David Preissig
Director of Public Works/Village Engineer
Village of Burr Ridge
Burr Ridge, Illinois 60527

Ms. Sarah Hunn
Director
DuPage County Stormwater Management

421 North County Farm Road
Wheaton, Illinois 60187

14.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

14.1 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.

IN WITNESS WHEREOF, the parties set their hands and seals as of the date first written above.

COUNTY OF DUPAGE

BY: [redacted]
DANIEL J. CRONIN
CHAIRMAN

ATTEST
BY: [redacted]
COUNTY CLERK

VILLAGE OF BURR RIDGE

BY: [redacted]
GARY A. GRASSO
MAYOR

ATTEST
BY: [redacted]
SUSAN SCHAUS
VILLAGE CLERK

AYES 17
NAYS 0
ABSENT 1

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

File #: SM-P-0021-25 **Agenda Date:** 11/4/2025 **Agenda #:** 7.F.1.

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND SCHOOL AND COMMUNITY ASSISTANCE FOR RECYCLING AND COMPOSTING EDUCATION (SCARCE) FOR PROFESSIONAL EDUCATION SERVICES
(CONTRACT TOTAL NOT TO EXCEED $235,000.00)

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to take action to control flooding, manage stormwater and prevent water pollution and to enter into agreements for the purposes of stormwater management, flood control and preventing water pollution (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1062.3 and 5/5-15001, et. seq.); and

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to plan for the management of the COUNTY's waste and recycling stream pursuant to the Solid Waste Planning and Recycling Act (415 ILCS 15/1, et seq.); and

WHEREAS, the COUNTY has adopted the DuPage County Stormwater Management Plan which recognizes stream maintenance, erosion control, and enhancing water quality as an integral part of the proper management of storm and flood waters and has adopted the DuPage County Solid Waste Management Plan that emphasizes the importance of waste reduction, recycling, and education; and

WHEREAS, the COUNTY has adopted Appendix J into the DuPage County Stormwater Management Plan, of which countywide water quality public education is a significant component; and

WHEREAS, the COUNTY and its municipalities are required to establish a water quality public education program for the National Pollutant Discharge Elimination System (NPDES) Phase II permit, effective March 2003; and

WHEREAS, the COUNTY has developed a Water Quality Improvement Program that provides for, among other things, public education; and

WHEREAS, the COUNTY requires professional educational services to supplement and complement existing water quality education and waste reduction, waste reuse and recycling education programs and provide integrated water quality education to certain segments of the population; and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional water quality education services and is willing to perform the required services for an amount not to exceed two hundred thirty-five thousand dollars and 0/100 ($235,000.00), second of three renewals.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and SCARCE is hereby accepted and approved, and that the Chair of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the County Clerk is hereby directed to transmit certified copies of this Resolution and the attached AGREEMENT, by and through the Stormwater Management Department, to SCARCE, 800 S. Rohlwing Rd, Addison, Illinois 60101; and Nicholas Alfonso, DuPage County State's Attorney's Office.

Enacted and approved this 12th day of November, 2025 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#: SM-P-0021-25	RFP, BID, QUOTE OR RENEWAL #: 23-114-SWM	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: $235,000.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 11/04/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: $940,000.00
	CURRENT TERM TOTAL COST: $235,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: SECOND RENEWAL
Vendor Information		*Department Information*	
VENDOR: SCARCE	VENDOR #: 10922	DEPT: Stormwater Management	DEPT CONTACT NAME: Raul Galvan
VENDOR CONTACT: Kay McKeen	VENDOR CONTACT PHONE: 630.545.9710	DEPT CONTACT PHONE #: 630.407.6706	DEPT CONTACT EMAIL: raul.galvan@dupagecounty.gov
VENDOR CONTACT EMAIL: scrapkay@aol.com	VENDOR WEBSITE: www.scarce.org	DEPT REQ #: 1600-2521	

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.).
The contract will include student and teacher workshops; water-based workshops; a sustainable design challenge for students; community events, presentations and programs; water quality flag and sustainability flag programs; a storm drain medallion program; e-learning; and resources for public use pertaining to water quality, stormwater management, recycling, renewable energy, composting, and waste reduction.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
The professional education contract with SCARCE will help DuPage County meet the requirements of the Public Education & Outreach and Public Involvement/Participation Minimum Control Measures set forth by the EPA's National Pollutant Discharge Elimination System (NPDES) Permit No. ILR40 for discharges from Municipal Separate Storm Sewer Systems (MS4s). The contract will also help DuPage County achieve the goals of the County's Solid Waste Management Plan and Cool DuPage Initiative.

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 RENEWAL OF RFP	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. ACT INITIATIVE
SOURCE SELECTION	Describe method used to select source. RFP #23-114-SWM
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 the contract with SCARCE for the services outlined. 2) Hire additional staff members to complete the education and outreach provided by the Consultant.

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			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: SCARCE	Vendor#: 10922	Dept: Stormwater Management	Division:
Attn: Kay McKeen	Email: scrapkay@aol.com	Attn: Raul Galvan	Email: raul.galvan@dupagecounty.gov
Address: 0n374 Papworth St.	City: Wheaton	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60187	State: IL	Zip: 60187
Phone: 630.545.9710	Fax:	Phone: 630.407.6706	Fax:
Send Payments To:		*Ship to:*	
Vendor: SCARCE	Vendor#: 10922	Dept: Stormwater Management	Division:
Attn: Kay McKeen	Email: scrapkay@aol.com	Attn: Raul Galvan	Email: raul.galvan@dupagecounty.gov
Address: 0n374 Papworth St.	City: Wheaton	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60187	State: IL	Zip: 60187
Phone: 630.545.9710	Fax:	Phone: 630.407.6706	Fax:
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
Contract Administrator (PO25): Alicia Favela-Perez			

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		Water Quality Education	FY26	1600	3000	53090		85,000.00	85,000.00
2	1	EA		Environmental Education Services	FY26	1000	1103	53830		150,000.00	150,000.00
FY is required, assure the correct FY is selected.										Requisition Total	$ 235,000.00

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.

The following documents have been attached: ☑ W-9 ☑ Vendor Ethics Disclosure Statement

The County of DuPage
Finance Department
Procurement Division, Room 3-400
421 North County Farm Road
Wheaton, Illinois 60187

CONTRACT RENEWAL AGREEMENT

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and SCARCE, located at 800 S. Rohlwing Road, Unit D, Addison, IL 60101, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #23-114-SWM which became effective on 12/1/2023 and which will expire 11/30/2025. The contract is subject to the second of three options to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature and shall terminate on 11/30/2026.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, as specified in the original contract.

THE COUNTY OF DUPAGE	**CONTRACTOR**
	[redacted]
SIGNATURE	SIGNATURE
Brian Rovik	Beverly K Jaszczurowski
PRINTED NAME	PRINTED NAME
Buyer I	Chief Operating Officer
PRINTED TITLE	PRINTED TITLE
	09/23/2025
DATE	DATE

SCARCE

PRICE PROPOSAL

09/25/2023
Kay McKeen
SCARCE
Founder & Executive Director

Inspiring people through
Environmental Education

RFP#23-114-SWM
Environmental And Water Quality
And Education Outreach Services

No.	DESCRIPTION	UOM	QTY	PRICE
1	Environmental and Water Quality Education and Outreach Services	LS	1	$235,000
GRAND TOTAL: Two hundred and thirty-five thousand dollars				

We preserve and care for the earth's natural resources while working to build sustainable communities.

800 S. Rohlwing Rd, Unit D
Addison, IL 60101

P: 630-545-9710
E: info@scarce.org

SECTION 8 - BID FORM PRICING

NO.	DESCRIPTION	UOM	QTY	PRICE
1	Environmental and Water Quality Education and Outreach Services	LS	1	$ 235,000.00
GRAND TOTAL (In words)	Two hundred and thirty-five thousand dollars			

SECTION 9 - PROPOSAL FORM

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Offeror	SCARCE
Main Business Address	800 S. Rohlwing Road
	Unit D
City, State, Zip Code	Addison, IL 60101
Telephone Number	630-545-9710
Fax Number	N/A
Proposal Contact Person	Kay McKeen
Email Address	scrapKay@aol.com

The undersigned certifies that he is:

☐ the Owner/Sole Proprietor ☐ a Member of the Partnership ☐ an Officer of the Corporation ☐ a Member of the Joint Venture

herein after called the Offeror and that the members of the Partnership or Officers of the Corporation are as follows:

Kay McKeen
(President or Partner) Executive Director

Beverly Jaszczurowski
COO (Vice-President or Partner)

(Secretary or Partner)

(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Manager, DuPage Center, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. _____, _____, and _____ issued thereto;

Further, the undersigned proposes and agrees, if this Proposal is accepted, to provide all necessary machinery, tools, apparatus and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.
Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Offeror and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Offeror and is true and accurate.

Further, the undersigned certifies that the Offeror is not barred from proposing on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33E-4, proposal rigging or proposal-rotating or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that he has examined and carefully prepared this proposal and has checked the same in detail before submitting this proposal, and that the statements contained herein are true and correct.

If a Corporation, the undersigned further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed, nor modified and that the same remain in full force and effect. (Offeror may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the offeror certifies that he has provided services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the offeror, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the cost schedule.

PROPOSAL AWARD CRITERIA
This proposal will be awarded to the most responsive, responsible vendor meeting specifications based upon the highest score compiled during evaluation of the proposals outlined in the selection process.

The Contractor agrees to provide the service described above and in the contract specifications under the conditions outlined in attached documents for the amount stated.

X [redacted] Executive Director
/(Signature and Title)

CORPORATE SEAL
(If available)

PROPOSAL MUST BE SIGNED FOR CONSIDERATION

Subscribed and sworn to before me this 25th day of September. AD, 2023

[redacted]

My Commission Expires: Feb 26, 2026
(Notary Public)

MARY R PLOCINSKI
Official Seal
Notary Public - State of Illinois
My Commission Expires Feb 26, 2026

THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
ENVIRONMENTAL & WATER QUALITY
EDUCATION AND OUTREACH
SERVICES 23-114-SWM
BID TABULATION

√

Criteria	Available Points	SCARCE
Firm Qualifications	20	**20**
Key Qualifications	30	**30**
Project Understanding	30	**30**
Price	20	**20**
Total	100	**100**

Fee and Rate Proposal	$ 235,000.00
Percentage of points	100%
Points awarded (wtd against lowest price)	**20**

NOTES

RFP Posted on 9/7/2023 Bid Opened On 9/25/2023, 2:30 PM CST by	VC, RJ
Invitations Sent	116
Total Requesting Documents	2
Total Bid Responses Received	1

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:	23-114-SWM
COMPANY NAME:	SCARCE
CONTACT PERSON:	Beverly K Jaszczurowski
CONTACT EMAIL:	bev@scarce.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.

Printed Name: Beverly K Jaszczurowski Signature: [redacted]

Title: Chief Operating Officer Date: 09/23/2025

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

File #: SM-P-0022-25 **Agenda Date:** 11/4/2025 **Agenda #:** 7.F.2.

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND V3 COMPANIES, LTD.
FOR ON CALL DRAINAGE DESIGN ENGINEERING

WHEREAS, the COUNTY by virtue of its power set forth in "Counties Code" (55 ILCS 5/5-1001 et seq.) and its authority to manage and mitigate the effects of urbanization on stormwater drainage in DuPage County pursuant to Chapter 55, paragraph 5/5-1062.3 is authorized to enter into this AGREEMENT; and

WHEREAS, the COUNTY requires various professional services (surveying, wetland analysis, flood plain modeling, etc.), on an on-call basis, as necessary for its facilities, small-scale stormwater management and drainage investigations (hereinafter referred to as "PROJECT" or "Work Orders"), and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional services required by the County and is willing to perform the required services, as needed on an on-call basis, for an amount not to exceed seventy-five thousand dollars and no cents ($75,000.00).

WHEREAS, the CONSULTANT acknowledges that it is qualified to perform the services covered by this AGREEMENT and is in good standing and has not been barred from performing professional services; and

WHEREAS, the COUNTY has adopted a Stormwater Ordinance. The CONSULTANT acknowledges the necessary oversight to ensure compliance with the Stormwater Ordinance in the event PROJECT necessitates this scope of work.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and V3 Companies, LTD. is hereby accepted and approved in an amount not to exceed seventy-five thousand dollars and zero cents ($75,000.00) and that the Chair of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY; and

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT to V3 Companies, ATTN: Derrick Martin, 7325 Janes Avenue, Woodridge, IL 60517; Nicholas Alfonso/State's Attorney's Office; County Auditor; Finance Director; Treasurer ; Purchasing; and to the DuPage County Stormwater Management Department, by and through the Stormwater Management Department.

Enacted and approved this 12th day of November, 2025 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#: SM-P-0022-25	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: 1 YR + 1 X 1 YR TERM PERIOD	INITIAL TERM TOTAL COST: $75,000.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 11/04/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: $150,000.00
	CURRENT TERM TOTAL COST: $75,000.00	MAX LENGTH WITH ALL RENEWALS: TWO YEARS	CURRENT TERM PERIOD: FIRST RENEWAL
Vendor Information		*Department Information*	
VENDOR: V3 Companies	VENDOR #: 10802	DEPT: Stormwater Management	DEPT CONTACT NAME: Jamie Lock
VENDOR CONTACT: Derrick Martin	VENDOR CONTACT PHONE: 630-724-9200	DEPT CONTACT PHONE #: 630-407-6705	DEPT CONTACT EMAIL: jamie.lock@dupagecounty.gov
VENDOR CONTACT EMAIL: DMartin@v3co.com	VENDOR WEBSITE:	DEPT REQ #: 1600-2522	

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 for on-call engineering and professional services for inspection, evaluation, design and permitting for drainage projects countywide. This contract will help create shovel ready projects for future funding opportunities.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
Under the Stormwater Management Department, DuPage County is responsible for addressing drainage concerns to assist unincorporated residents with localized flooding. Additional assistance is needed to assist staff with review, analysis, design, and permitting for proposed solutions to solve some of these localized flooding issues.

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.

PROFESSIONAL SERVICES EXCLUDED PER DUPAGE ORDINANCE (SECTION 2-353) AND 50 ILCS 510/2 (ARCHITECTS, ENGINEERS & LAND SURVEYORS)

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. This contract was vetted based on the County's Qualified Based Selection (QBS) process, which allows for Professional Services to be vetted through an open and transparent process. Requests for Statements of Qualifications were sent to firms throughout the industry. Stormwater staff utilized an evaluation team to review and rank firms, taking into consideration the qualifications of the firm, experience of key personnel, and understanding of unique stormwater scope of services. Stormwater staff has determined that V3 companies has the most qualified staff based on the information received to perform necessary services.
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) Renew contract with V3 companies a full service engineering firm, for on-call services to assist with the needs of the department. 2) Hire in-house Structural, Geotechnical, and Mechanical Engineers to assist current staff, which may require design and permitting services to be completed by others. 3) Take no action. This is not recommended, as minimal to no progress would be made to address important drainage concerns countywide.

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			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: V3 Companies	Vendor#: 10802	Dept: Stormwater Management	Division:
Attn: Derrick Martin	Email: DMartin@v3co.com	Attn: Jamie Lock	Email: jamie.lock@dupagecounty.gov
Address: 7325 Janes Avenue	City: Woodridge	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60517	State: IL	Zip: 60187
Phone: 630-724-9200	Fax:	Phone: 630-407-6705	Fax:
Send Payments To:		*Ship to:*	
Vendor: same	Vendor#:	Dept: same	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Nov 12, 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		On Call Professional Engineering Drainage Services countywide	FY26	1600	3000	53010		75,000.00	75,000.00

FY is required, ensure the correct FY is selected.

Requisition Total $ 75,000.00

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 V3 COMPANIES, LTD.
FOR ON CALL DRAINAGE DESIGN ENGINEERING

This Professional Service Agreement ("AGREEMENT"), is made this 12th day of November, 2025 between COUNTY OF DUPAGE, a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and V3 Companies, Ltd., an Illinois corporation licensed to do business in the State of Illinois, with offices at 7325 Janes Avenue, Woodridge, IL 60517; hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereafter sometimes individually referred to as a "party" or together as the "parties."

R E C I T A L S

WHEREAS, the COUNTY by virtue of its power set forth in "Counties Code" (55 ILCS 5/5-1001 et seq.) and its authority to manage and mitigate the effects of urbanization on stormwater drainage in DuPage County pursuant to Chapter 55, paragraph 5/5-1062.3 is authorized to enter into this AGREEMENT; and

WHEREAS, the COUNTY requires various professional services (surveying, wetland analysis, flood plain modeling, etc.), on an on-call basis, as necessary for its facilities, small-scale stormwater management and drainage investigations (hereinafter referred to as "PROJECT" or "Work Orders"), and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional services required by the County and is willing to perform the required services, as needed on an on-call basis, for an amount not to exceed seventy five thousand dollars and no cents ($75,000.00).

WHEREAS, the CONSULTANT acknowledges that it is qualified to perform the services covered by this AGREEMENT and is in good standing and has not been barred from performing professional services; and

WHEREAS, the COUNTY has adopted a Stormwater Ordinance. The CONSULTANT acknowledges the necessary oversight to ensure compliance with the Stormwater Ordinance in the event PROJECT necessitates this scope of work.

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.

1.3 The exhibits referenced in this AGREEMENT shall be deemed incorporated herein and a part thereof.

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 exhibit is hereby incorporated by reference. The CONSULTANT shall complete all of the work set forth in said exhibit for the compensation set forth in Section 7.0, below, unless otherwise modified as provided herein. Services are to be provided by the CONSULTANT upon request by the COUNTY as approved Work Order(s) with a not to exceed amount for each Work Order. The CONSULTANT agrees to obtain all necessary permits requested by the COUNTY when required to do so.

2.2 The CONSULTANT shall prepare and distribute meeting minutes within seven (7) days following meetings between the COUNTY or other groups and the CONSULTANT concerning the PROJECT or Work Order(s).

2.3 The COUNTY may, from time to time, request changes in the Scope of Work in this AGREEMENT or approved Work Order(s). Any such changes, including any increase or decrease in CONSULTANT'S compensation or Scope of Work, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, except as allowed in Paragraph 15.3, below. For Work Orders, changes shall be documented by an amendment to the originally approved Work Order, or by issuance of a new Work Order to cover the changes in scope provided that the increase does not increase the total compensation set forth in this AGREEMENT.

2.4 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 vendors/sub-contractors/sub-consultants provide services hereunder. Neither the CONSULTANT nor the CONSULTANT's employees shall be entitled to receive any COUNTY benefits. The CONSULTANT shall be solely responsible for the payment of all taxes and withholdings required by law which

may become due with regard to any compensation paid by the COUNTY to the CONSULTANT.

2.5 Services deemed to be a professional service under this AGREEMENT shall be performed and/or supervised by individuals licensed to practice by the State of Illinois in the applicable professional discipline.

2.6 Neither the CONSULTANT, nor the CONSULTANT'S employees, shall be retained as expert witnesses by the COUNTY except as by separate agreement.

3.0 NOTICE TO PROCEED.

3.1 Authorization to proceed shall be given on behalf of the COUNTY by the Director of Stormwater Management hereinafter referred to as the "Director"), in the form of a written Notice to Proceed following execution of the AGREEMENT by the County Board Chair. Authorization to proceed with various tasks **described in Exhibit A** will be given to the CONSULTANT by representatives of the Stormwater Management Department.

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 3.3, 4.1, 5.2, 6.1, 7.3, 7.4, 8.2, 8.3., 15.3 and 21.2, as well as any requirements contained in Exhibits B and C attached hereto.

3.3 The CONSULTANT shall not perform additional work related to a submittal until the COUNTY has completed its review of the submittal unless otherwise directed in writing by the Director or his designee. The CONSULTANT may continue to work on items unrelated to the submittal under review by the COUNTY.

4.0 TECHNICAL SUBCONSULTANTS

4.1 The prior written approval of the COUNTY shall be required before the CONSULTANT hires any sub-consultant(s) to complete COUNTY-ordered technical or professional tasks or services under the terms of this AGREEMENT. COUNTY approval of sub-consultant(s) includes approval of any new employee rates (Exhibit C) and/or fee schedules as referenced in Paragraph 7.3.

4.2 The CONSULTANT shall supervise any sub-consultant(s) hired by the CONSULTANT, and the CONSULTANT shall be solely responsible for any and all work performed by said sub-consultant(s) in the same manner and with the same liability as if performed by the CONSULTANT.

4.3 The CONSULTANT shall require any sub-consultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that the sub-consultant also meets the terms of Sections 8.0 and 13.0 and Paragraphs 26.4 of this AGREEMENT and shall fully comply therewith while engaged by the CONSULTANT in services for the COUNTY on the PROJECT or Work Orders.

5.0 TIME FOR PERFORMANCE

5.1 The CONSULTANT shall commence work to meet the requirements or professional services on the PROJECT or Work Order after the COUNTY issues its written Notice to Proceed for any approved Work Order(s). The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.

5.2 Unless otherwise defined in the Scope of Work, The CONSULTANT shall submit a schedule for completion of each Work Order within ten (10) days of the written approval of said Work Order(s) by the COUNTY. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by November 30, 2026 unless the term of this AGREEMENT is extended.

5.3 If the CONSULTANT is delayed at any time in the progress of the work by any act or neglect of the COUNTY or by any employee of COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control then the sole remedy and allowance made shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with CONSULTANT. The CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

6.0 DELIVERABLES.

6.1 The CONSULTANT shall provide the COUNTY on or before the expiration of this AGREEMENT, or within fourteen (14) days following a notice of termination, or when the Director directs, the deliverables specified in Exhibit "B" [or] approved Work Order(s), [or] as otherwise agreed to by the COUNTY and CONSULTANT.

7.0 COMPENSATION.

7.1 The COUNTY shall pay the CONSULTANT for services rendered 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.

7.2 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not, under any circumstances, exceed seventy five thousand dollars and no cents ($75,000.00). This amount is a "not to exceed" amount. 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 until this AGREEMENT is modified pursuant to Article 14.0.

7.3 For work performed, the COUNTY will pay on a basis at a 2.8 direct labor multiplier applied to the actual hourly rates of CONSULTANT's staff and/or the fee schedule(s) as incorporated herein. The multiplier includes the CONSULTANT's cost of overhead, profit and incidental costs. A schedule of the hourly rates for CONSULTANT's staff, and approved sub-consultant's technical or professional staff, identified by position or assignment, is attached and incorporated hereto as Exhibit "C." The CONSULTANT may request adjustments to the hourly rate ranges and additions or deletions to the position classifications to/from Exhibit C which will be subject to approval by the COUNTY provided the adjustment(s) to not exceed the total compensation as stated herein. The COUNTY retains the authority to limit the maximum rate per classification for any additions to classifications listed on Exhibit C, including Exhibit C for approved sub-consultant(s), when invoices are submitted for the approved work.

7.3.a If overtime/weekend/holiday (o/w/h) rates are expressly allowed under the AGREEMENT, but such rates are not otherwise specified, the o/w/h rate for each category shall be no more than one hundred fifty percent (150%) of the stated normal rate for that category.
The o/w/h rate, when allowed, shall only be permitted if any CONSULTANT personnel have worked more than 40 hours in a given week (Sunday-Saturday) on the PROJECT or Work Order(s).

7.3.b If this AGREEMENT or a modification thereto authorizes the CONSULTANT to alter its fees, such fee changes shall be subject to the following unless otherwise provided in the AGREEMENT: (i) The CONSULTANT may only change the fees stated in Exhibit C once per calendar year; (ii) fees may not be changed prior to one hundred twenty (120) days from the date of execution of this AGREEMENT or from the date of any previous fee change; and (iii) the CONSULTANT shall provide the COUNTY with forty-five (45) days' notice of any proposed fee change. The CONSULTANT shall not invoice the COUNTY at an increased fee without compliance to the notice requirements listed above

7.4 Direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all work defined in Exhibit A. For direct expenses, including supplies, materials, photocopying, postage/shipping, and other costs directly related to the specific reports and presentations as required by the COUNTY, the COUNTY shall pay on an actual cost basis without any markup added.

7.4.a For all direct expenses costing more than $25.00, the CONSULTANT shall include with its invoice to the COUNTY, as documentation of such expenses, copies of receipts from the Consultant's vendors indicating the price(s) paid by Consultant for such expensed materials and/or items.

7.4.b CONSULTANT shall not include computer and vehicle charges (including mileage) as direct expenses.

7.5 If the scope of work for this AGREEMENT includes the use of job classifications covered by the prevailing rate of wages, the prevailing rate must be reflected in the cost estimate for this AGREEMENT. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which work is to be performed. If the Illinois Department of Labor revises the prevailing rates of wages to be paid, as listed in the specification of rates, the CONSULTANT may not pay less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor web site at http://www.state.il.us/agency/idol/ or calling 312-793-2814. It is the responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to insure the timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor web site, satisfies the notification of revisions by the COUNTY to the CONSULTANT pursuant to the Act, and the CONSULTANT agrees that no additional notice is required. The CONSULTANT shall notify each of its sub-consultants of the revised rates of wages.

7.6 The CONSULTANT shall submit invoices, for services rendered including any allowable expenses, to the COUNTY. All invoices shall include a remittance address. The COUNTY shall not be required to pay the CONSULTANT more often than monthly. Each invoice shall be submitted in a format agreed to in advance by the COUNTY. Separate invoices shall be submitted for each approved Work Order and each invoice shall also include a progress report that describes work completed for the invoice period, anticipated work for the next invoice period, outstanding issues or items that require a response, whether the work is progressing according to the approved schedule, and a discussion of the budget status. The CONSULTANT shall be required to submit a monthly progress report to the COUNTY even if a monthly invoice is not submitted to the COUNTY. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation. Payment will not be made for services completed or expenses incurred more than six-months (180 days) prior to submission of any invoice and any statute of limitations to the contrary is hereby waived. When requested by the COUNTY, the CONSULTANT shall submit certified time sheets as additional documentation for the invoiced services.

7.7 Upon approval of properly documented invoices, the COUNTY shall reimburse the CONSULTANT the amount invoiced for services completed in accordance with this AGREEMENT, provided that the amount invoiced 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 shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act.

7.8 In the event of any overcharge by the CONSULTANT, the CONSULTANT shall refund the COUNTY within thirty (30) days of discovery of said overcharge by the CONSULTANT or notice to the CONSULTANT by the COUNTY. The COUNTY reserves the right to offset any overcharges against any amounts due and owing the CONSULTANT under this or any other AGREEMENT between the parties. The COUNTY shall be entitled to the statutory interest rate for judgments under Illinois law for any overcharges not timely refunded (or credited) in accord with this provision, which interest shall be in addition to any other remedies the COUNTY may have under the law or this AGREEMENT.

7.9 Upon acceptance of all deliverables specified in Exhibit B of this AGREEMENT [or] by approved Work Order(s), final payment shall be made to the CONSULTANT, including any retainage.

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 one million dollars ($1,000,000.00) each accident/injury and one million dollars ($1,000,000.00) each employee/disease.

8.1.c **Commercial (Comprehensive) General Liability Insurance**, (including contractual liability) with a limit of not less than three million dollars ($3,000,000.00) aggregate; including limits of not less than two million dollars ($2,000,000.00) per occurrence, and one million dollars ($1,000,000.00) excess liability. **An Endorsement must also be provided naming the County of DuPage c/o the Director of Transportation/County Engineer, DuPage County Division of Transportation, its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.**

8.1.d **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million dollars ($1,000,000.00) for any one person

and one million dollars ($1,000,000.00) for any one occurrence of death, bodily injury or property damage in the aggregate annually. **An Endorsement must also be provided naming the County of DuPage c/o the Director of Transportation/County Engineer, DuPage County Division of Transportation, its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.**

8.1.e **Professional Liability Insurance (Errors and Omissions)** shall be provided with minimum limits of at least one million dollars ($1,000,000.00) per incident/two million dollars ($2,000,000.00) aggregate during the term of this AGREEMENT and shall be maintained in the form of an additional endorsement for a period of four (4) years after the date of the final payment for this AGREEMENT. The CONSULTANT shall provide the COUNTY endorsements at the beginning of each year evidencing same or a new carrier policy that has a retroactive date prior to the date of this AGREEMENT.

8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT'S Certificates of Insurance, as well as all applicable coverage and cancellation endorsements before issuance of a Notice to Proceed. It is the further duty of the CONSULTANT to immediately notify the COUNTY if any insurance required under this AGREEMENT has been cancelled, materially changed, or renewal has been refused, and the CONSULTANT shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the CONSULTANT curing any breach of its required insurance coverage, the COUNTY shall notify the CONSULTANT that the CONSULTANT can resume work under this AGREEMENT. The CONSULTANT shall accept and bear all costs that may result from the cancellation of this AGREEMENT due to CONSULTANT'S failure to provide and maintain the required insurance.

8.3 The coverage limits required under subparagraphs 8.1.c and 8.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e 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 be so endorsed that the coverage afforded will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the

CONSULTANT shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that effect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

8.4 The CONSULTANT shall require all approved sub-consultants, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable under this AGREEMENT to maintain the same insurance required of the CONSULTANT, including naming the COUNTY as an additional insured in the same coverage types and amounts as the CONSULTANT, per Section 8.0. The COUNTY retains the right to obtain evidence of sub-consultants insurance coverage at any time.

9.0 INDEMNIFICATION

9.1 The CONSULTANT shall indemnify, hold harmless and defend the COUNTY, its officials, officers, agents, and employees 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, officer 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, any attorney representing the COUNTY, under this paragraph or paragraph 9.1, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, in accordance with the applicable law. The COUNTY'S participation in its defense shall not remove the 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. The CONSULTANT'S indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.

9.4 The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or otherwise available to it, or to the CONSULTANT, under the law.

10.0 SATISFACTORY PERFORMANCE

10.1 The COUNTY is entering into an AGREEMENT with this CONSULTANT because the CONSULTANT professes to the COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly, the CONSULTANT'S and sub-consultant(s) standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets the quality and standards commonly provided by similar professional engineering firms practicing in the COUNTY and the State of Illinois.

10.2 In the event there are no similar professional firms practicing in DuPage County, Illinois, with respect to the type of work for which this CONSULTANT has been engaged, the CONSULTANT'S services shall be performed in a manner consistent with the customary skill and care of its profession.

10.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or its' sub-consultant(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. In the event any errors or omissions are detected after the expiration or termination of the AGREEMENT, the CONSULTANT may at the COUNTY'S option have the responsibility to cure same under this provision.

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 from any errors, omissions, or negligent or willful acts by the CONSULTANT or its sub-consultants.

11.0 BREACH OF CONTRACT

11.1 In the event of any breach of this AGREEMENT, the non-breaching party shall give notice to the breaching party stating with particularity the nature of the alleged breach, and the breaching party shall be allowed a reasonable opportunity to cure said breach. Either party's failure to timely cure any breach of this AGREEMENT shall relieve the other party of the requirement to give thirty (30) days' notice for termination of this AGREEMENT in accordance with Paragraph 16.1, below, and in such a case, ten (10) days' written notice to the breaching party is sufficient notice. Notwithstanding the above term, the CONSULTANT'S failure to maintain insurance in accordance with Section 8.0, above, or in the event of any of the contingencies described in Paragraph 16.1 below, shall be grounds for the COUNTY'S immediate termination of this AGREEMENT. Any breach of any covenant or term of this AGREEMENT by one or more of the CONSULTANT'S sub-consultants shall be deemed a breach by CONSULTANT subject to the terms of this AGREEMENT.

12.0 OWNERSHIP OF DOCUMENTS

12.1 The CONSULTANT agrees that any and all 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 6.1. An electronic copy of all applicable deliverables, in a format designated by the COUNTY'S representative, shall be provided to the COUNTY.

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 same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this AGREEMENT. The CONSULTANT waives any copyright interest in said deliverables.

12.3 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.

12.4 The CONSULTANT may, at its sole expense, reproduce and maintain copies of deliverables provided to the COUNTY.

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITIES

13.1 The CONSULTANT, and sub-consultant(s), shall comply with Federal, State and Local statutes, ordinances and regulations and obtain permits, licenses, or other mandated approvals, whenever applicable.

13.2 The CONSULTANT, and sub-consultant(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 an unfair employment practice. The CONSULTANT, and sub-consultant(s), shall comply with 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).

13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State

Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT'S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.

13.5 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 the CONSULTANT'S services under this AGREEMENT.

13.6 **In accordance with the Vendor Information Reporting Act (35 ILCS 200/18-50.2),** the COUNTY is required to collect and electronically publish data from all consultants and subconsultants as to: (1) whether they are a minority-owned, women-owned or veteran-owned business as defined by the Business Enterprise for Minorities, Women and Persons with Disabilities Act (30 ILCS 575/.01 et seq.); and (2) whether the consultant or any subconsultants are self-certifying or whether they hold certifications for those above-referenced categories. If self-certifying, the consultants and subconsultants shall disclose whether they qualify as a small business under federal Small Business Administration standards. **In compliance with the Vendor Information Reporting Act, within 60 calendar days of the COUNTY'S award of the contract for work covered under this AGREEMENT, the awarded consultant, and each subconsultant, must complete the Awarded Vendor Questionnaire (found at https://mwv.dupageco.org/).**

13.7 The CONSULTANT acknowledges knowledge of the COUNTY'S Procurement Ordinance, which is hereby incorporated in this AGREEMENT, and has had an opportunity to review it. The CONSULTANT agrees to submit changes for Scope of Work or compensation in accordance with said Ordinance.

14.0 MODIFICATION OR AMENDMENT

14.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties.

14.2 The CONSULTANT agrees to submit changes for Scope of Work or compensation on a COUNTY designated form.

15.0 TERM OF THIS AGREEMENT

15.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, 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 Section 16.0, or

(b) The expiration of this AGREEMENT on November 30, 2026, or to a new date agreed upon by the parties, or

(c) The completion by the CONSULTANT and the 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 or after the early termination of this AGREEMENT. The COUNTY is not liable and will not reimburse the CONSULTANT for any work performed after the expiration or termination date of the AGREEMENT. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for work satisfactorily performed prior to expiration or termination of the AGREEMENT and delivered in accordance with Paragraph 6.1, above.

15.3 The term for performing this AGREEMENT may be amended by a Change Order, or other COUNTY designated form, signed by both parties without formal amendment pursuant to paragraph 14.1 above.

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 or without cause thirty (30) days after having served written notice upon the other party, except in the event of CONSULTANT'S failure to maintain suitable insurance at the requisite coverage amounts, insolvency, bankruptcy or receivership, or if the CONSULTANT is barred from contracting with any unit of government, or is subsequently convicted or charged with a violation of any of the statutes or ordinances identified in Section 13.0, above, in which case termination shall be effective immediately upon receipt of notice from COUNTY at COUNTY'S election.

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, or to pay for services rendered prior to termination. There shall be no termination expenses.

16.3 Upon termination of the AGREEMENT, all data, work products, reports and documents produced because of this AGREEMENT shall become the property of the COUNTY. Further, the CONSULTANT shall provide all deliverables within fourteen (14) days of termination of this AGREEMENT 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 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 Either party may assign this AGREEMENT provided, however, the other party shall first approve such assignment, in writing.

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.

19.2 In the event of the contingency described in Paragraph 19.1, above, the parties shall make a good faith effort to amend this AGREEMENT pursuant to Paragraph 14.1, above, in order to remedy and, or, replace any provision declared unenforceable or invalid.

20.0 GOVERNING LAW

20.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.

20.2 The venue for resolving any disputes concerning the parties' respective performance under this AGREEMENT shall be the Judicial Circuit Court for DuPage County.

21.0 NOTICES.

21.1 Any required notice shall be sent to the following addresses and parties:

V3 Companies
7325 Janes Avenue
Woodridge, IL 60517
ATTN: Derrick Martin
Email: DMartin@v3co.com

DuPage County Department of Stormwater Management
421 N. County Farm Road
Wheaton, Illinois 60187
ATTN: Sarah Hunn, Director of Stormwater Management
Phone: 630-407-6676
Email: Sarah.Hunn@dupagecounty.gov

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; (8:00a.m.-4:30p.m. CST or CDT Monday–Friday); (b) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid; or (d) served by email transmission during regular business hours (8:00 a.m. – 4:30 p.m. CST or CDT Monday-Friday), return receipt requested. Notices served personally, by email 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 to 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 shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT and shall not 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 ACCESS TO PROPERTY

24.1 The CONSULTANT shall make a reasonable effort to obtain access to property of a third party necessary for the performance of its obligations under this AGREEMENT. If the CONSULTANT is unable to obtain access to the property, the COUNTY shall be responsible for securing access for the CONSULTANT. In the event the COUNTY cannot secure access for the CONSULTANT, the COUNTY shall excuse the CONSULTANT from the performance of any work that necessitated such access. The CONSULTANT shall have no claim to compensation for any work excused under this provision. The COUNTY shall provide the CONSULTANT, upon the CONSULTANT'S request, proof of the COUNTY'S permission, or legal authority, to enter onto the property of a third party.

24.2 In the event of the following: a) it is necessary for the CONSULTANT to access the property of a third party in order for the CONSULTANT to perform its obligations under this AGREEMENT, and b) the COUNTY has obtained an easement, license or other grant of authority allowing the CONSULTANT to access such property; the CONSULTANT shall fully abide by and comply with the terms and conditions of said authorizing instrument as though the CONSULTANT were a signatory thereto.

25.0 QUALIFICATIONS

25.1 The CONSULTANT shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the work covered under this AGREEMENT, for which Illinois Statutes require license or registration, and further shall employ only well qualified persons in responsible charge of any elements of the work covered under this AGREEMENT, all subject to COUNTY approval.

25.2 Failure by the CONSULTANT to properly staff the PROJECT with qualified personnel shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for cancellation of this AGREEMENT.

25.3 The CONSULTANT shall require any sub-consultant(s) utilized for the PROJECT to employ qualified persons to be the same extent such qualifications are required of the CONSULTANT'S personnel. The COUNTY shall have the same rights under Paragraph 25.2 above, with respect to the CONSULTANT'S sub-consultant(s) being properly staffed while engaged in the PROJECT

IN WITNESS OF, the parties set their hands and seals as of the date first written above.

COUNTY OF DUPAGE

BY:_____
DEBORAH A. CONROY
CHAIR DUPAGE COUNTY BOARD

ATTEST:

BY: _____
JEAN KACZMAREK, COUNTY CLERK

V3 COMPANIES, LTD.

BY:_____
DERRICK MARTIN
NATURAL RESOURCES MANAGER

ATTEST:

BY:_____
DAVID VOGEL, PROJECT MANAGER

EXHIBIT A

SCOPE OF SERVICES

This AGREEMENT is an on-call AGREEMENT that will have tasks assigned by the Director. These services may include the following:

1. Final Surveying - Conduct field survey as needed for the preparation of final design plans, specifications, contract documents, and plats of survey for the recommended improvements. Determine the locations and elevations of utilities, physical structures, pavements and other pertinent items (to be placed on final engineering plans). The COUNTY will provide digital two-foot topographic maps. A minimum of two permanent benchmarks are to be established within the project site for future use. Descriptions of the permanent benchmarks shall be included on the final plan set. All benchmarks shall be tied into the DuPage County system of benchmarks.

2. Final Stormwater Modeling - Develop final hydrologic/hydraulic computer model as necessary for final permitting requirements. Simulations shall be run for both existing and proposed 'final design' conditions. The modeling method to be utilized shall be approved by DuPage County staff prior to commencement of services. If necessary, for the evaluation of the final design, a downstream hydraulic analysis will be required to evaluate potential impacts to downstream properties.

3. Wetland Report & Analysis – Develop wetland report detailing potential wetland impacts and required wetland avoidance arguments per the requirements set forth by the County of DuPage and the U.S. Army Corp of Engineers. If project is located in close vicinity to regulatory wetlands, all required wetland field services will be included in the project scope. Only wetland firms previously approved by the County of DuPage will be allowed to serve as subconsultants on project design.

4. Final Permitting - Prepare and submit the necessary plans and permit applications to the appropriate agencies. These may include but not be limited to the following: The US Army Corps of Engineers, DuPage County Stormwater Management, DuPage County DOT, DuPage County Forest Preserve District, The Illinois Department of Conservation, The Illinois EPA, Illinois Department of Natural Resources, IDOT–Bureau of Roads, IDOT-Bureau of Hydraulics, and the Federal Emergency Management Agency. The CONSULTANT shall be required to obtain all permits necessary for the construction of the final project design, unless explicitly directed otherwise in writing by the COUNTY.

5. Final Engineering Plans, Construction Specifications, and Contract Documents -

Final Engineering Plans and Construction Specifications:
Resolve design issues and prepare final construction level engineering drawings and construction specifications for the bidding and construction of the proposed improvements. The engineering plans shall generally consist of plan and profile view drawings of the proposed improvements to a scale agreed upon with County staff, a project location map, general construction notes, a traffic control plan, an erosion control plan, a legend describing the symbols used, a summary of quantities, detailed drawings of proposed service items and methods, and cross sections at appropriate locations. For each item of the proposed improvements, the CONSULTANT shall be required to prepare detailed construction specifications describing the services to be done to complete the item, material requirements, construction requirements, testing requirements, method of measurement, and basis for payment. Final engineering plans and specifications shall be signed and sealed by a registered Professional Engineer licensed to do business in the State of Illinois.

Contract Documents:
Prepare necessary bidding and contract documents required for the bidding and construction of the proposed improvements. The bidding and contract documents shall generally consist of the invitation to bid, instructions to bidders, bid form, general conditions of the contract, special provisions, contract construction forms and all other contents of the project contract document manual. The COUNTY will provide the General Conditions of the Contract upon which the contract documents shall be based. In addition, the COUNTY will provide the invitation to bid, instructions to bidders, bid form, and contract construction forms to the consultant in electronic format. These items will require modification by the CONSULTANT to correspond with the final design submitted by the CONSULTANT. Special provisions shall be provided by the CONSULTANT for items not covered by the specifications or other parts of the contract documents.

6. Project Progress Meetings and Review of Deliverables – The CONSULTANT shall attend to a project kickoff meeting and a 50 percent complete design review meeting with the County staff. The CONSULTANT must address all design review comments submitted by the County. The CONSULTANT must deliver 90 percent complete design drawings and specifications to the County for review and comments prior to finalizing the Contract Documents. All site surveying, stormwater modeling, wetland delineation and permits, easements, site benchmark and utility information must be completed prior to the 90 percent design review by the County.

7. Bidding and Construction Support - Provide assistance during the bidding process including preparing any necessary addendum's, drawings, and/or specifications. The CONSULTANT may be required to be present at a pre-bid meeting (at a time and location to be arranged by the COUNTY) to answer technical questions regarding the project. Provide engineering services for any changes or clarifications required in the field as a result of any unforeseen conditions outside of the scope of this contract. Additional engineering services required due to professional errors or omissions shall be provided by the CONSULTANT at no cost to the COUNTY.

EXHIBIT B

DELIVERABLES

The following deliverables are indicative of the deliverables that may be requested by the COUNTY under the terms of this AGREEMENT. This contract is an on-call AGREEMENT with deliverables specified by County staff. These may include:

1. Project support documentation
2. Meeting minutes
3. Correspondence (third party)
4. Survey information including:
   - Cross-section plots
   - Location map plotted on County topographic maps
   - Sketches of hydraulic structures
   - Computer input/output
   - Photographs of existing conditions
5. Existing stormwater conveyance system maps
6. Local watershed map
7. Horizontal and vertical control point map
8. Horizontal and vertical control point descriptions
9. Hydrologic model input and output files (hard copy and computer disk)
10. Hydraulic model input and output files (hard copy and computer disk)
11. Exhibits and props for public, committee, and County Board presentations
12. Construction level engineering plans, construction specifications, and contract documents (including one full set of plans on velum, or approved equal)
13. Utility maps (phone, sewer, electric, cable, water, gas, private utilities, etc.).
14. DuPage County stormwater management permit
15. All other necessary permits
16. Plat of easement exhibits for all required temporary and permanent easements
17. Engineer's cost estimate for the construction of the proposed improvements
18. Geotechnical report (prepared by approved subconsultant) detailing all analysis completed for the project

The COUNTY will provide the following materials for use with this project:

1. Assistance in public, committee, and County Board presentations
2. Guidance in establishing design criteria
3. Guidance in preparation of engineering plans, construction specifications, and contract

documents

4. Electronic copies of the general conditions of the contract, the invitation to bid, instructions to bidders, bid forms, and contract construction forms
5. Guidance in establishing Specifications format
6. Guidance in selecting design materials
7. Electronic topography for project site area.
8. Copies of all requested aerial photography.

EXHIBIT C

SCHEDULE OF FEES AND HOURLY RATES FOR CONSULTANT'S STAFF

The CONSULTANT will bill the COUNTY for all tasks, assignments, and work performed in accordance with the following schedule of Fees and Hourly Rates, as applicable.

V3 COMPANIES

Employee Classification	Wage Rate Range	x 2.80 Multiplier
Principal / Director	$75.00 - $90.00	$210.00 - $252.00
Senior Project Manager	$44.00 - $90.00	$123.19 - $252.00
Project Manager I/II	$31.64 - $87.11	$88.59 - $243.91
Senior Estimator	$67.26 - $79.00	$188.32 - $221.20
Senior Project Engineer	$52.92 - $81.78	$148.17 - $228.98
Project Engineer I/II	$38.54 - $65.85	$107.89 - $184.38
Civil Designer III	$35.63 - $51.88	$99.76 - $145.26
Civil Designer I/II	$31.91 - $49.61	$89.33 - $138.91
Resident Construction Manager I/II	$57.06 - $82.48	$159.76 - $230.94
Resident Engineer I/II	$57.75 - $86.30	$161.70 - $241.64
Senior Construction Tech	$40.82 - $57.72	$114.30 - $161.62
Construction Tech I/II/III	$18.69 - $56.78	$52.33 - $158.98
Construction Admin II/III	$37.72 - $63.05	$105.61 - $176.54
Project Scientist I/II	$30.74 - $51.30	$86.08 - $143.64
Scientist III	$27.78 - $41.39	$77.79 - $115.89
Scientist I/II	$21.00 - $36.47	$58.80 - $102.12
Project Surveyor I/II/III	$23.15 - $54.18	$64.83 - $151.70
Design Technician I/II/III	$21.00 - $53.38	$58.80 - $149.46
Field Ecologist I/II/III	$17.39 - $31.01	$48.69 - $86.83
Survey Crew (2 person)	$52.50 - $87.52	$147.00 - $245.06
Project Coordinator	$15.56 - $33.00	$43.57 - $92.40
Administration I/II	$19.69 - $42.24	$55.13 - $118.27
Field Technician I	$15.50 - $28.37	$43.40 - $79.44

***Maximum Rate cannot exceed $90/hour.**

RUBINO

Rubino (2025)

Consultant Employee Rate Listing

Consultant : Rubino Engineering, Inc.
Project : On Call Drainage Design Engineering (Sub to V3)

Classification	Rate Ragne		Reasons for Adjustment/Addition/Deletion
	Minimum	Maximum	
Material Tester 1&2	40.00	65.00	Contract Renewal
Project Manager/Engineer	40.00	70.00	Contract Renewal
Staff Engineer/Geologist/Soil Scientist	30.00	55.00	Contract Renewal
Principal	70.00	80.00	Contract Renewal
Driller	40.00	80.00	Contract Renewal

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:	Rubino Engineering, Inc.
CONTACT PERSON:	Michelle Lipinski, P.E.
CONTACT EMAIL:	michelle.lipinski@rubinoeng.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: Michelle Lipinski, P.E. Signature: [redacted]

Title: President Date: 10.14.2025

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:	V3 Companies, Ltd
CONTACT PERSON:	Derrick Martin
CONTACT EMAIL:	dmartin@v3co.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: Derrick Martin Signature: [redacted]

Title: Natural Resources Group Manager Date: 10/15/25

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

File #: SM-P-0023-25 **Agenda Date:** 11/4/2025 **Agenda #:** 7.F.3.

AWARDING RESOLUTION
ISSUED TO WATER WELL SOLUTIONS ILLINOIS, LLC
FOR WELL CLEANING AT THE WOOD DALE-ITASCA RESERVOIR
(CONTRACT AMOUNT $181,889.00)

WHEREAS, bids have been taken and processed in accordance with County Board policy; and

WHEREAS, the lowest most responsible bidder has been designated and the Stormwater Management Committee recommends County Board approval for the issuance of a contract to Water Well Solutions Illinois, LLC to furnish all equipment, labor, material, tools and supervision necessary for well cleaning at the Wood Dale-Itasca Flood Reservoir.

NOW, THEREFORE, BE IT RESOLVED that County Contract, covering said, to furnish all equipment, labor, material, tools and supervision necessary for well cleaning at the Wood Dale-Itasca Flood Control Facility, for Stormwater Management, be and it is hereby approved for issuance of a contract purchase order by the Procurement Division, to Water Well Solutions Illinois, LLC, 825 E. North Street, Elburn, IL 60119 for the total contract amount not to exceed $181,889.00 per lowest responsible Bid # 25-115-SWM.

Enacted and approved this 12th day of November, 2025 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#: SM-P-0023-25	RFP, BID, QUOTE OR RENEWAL #: 25-115-SWM	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: $181,889.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 11/04/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: $647,292.00
	CURRENT TERM TOTAL COST: $181,889.00	MAX LENGTH WITH ALL RENEWALS: THREE YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		*Department Information*	
VENDOR: Water Well Solutions	VENDOR #: 12848	DEPT: Stormwater Management	DEPT CONTACT NAME: Jamie Lock
VENDOR CONTACT: Todd Kerry	VENDOR CONTACT PHONE: 630-201-0749	DEPT CONTACT PHONE #: 630-407-6705	DEPT CONTACT EMAIL: jamie.lock@dupagecounty.gov
VENDOR CONTACT EMAIL: todd.kerry@wwssg.com	VENDOR WEBSITE:	DEPT REQ #: 1600-2523	

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.). $181,889 - The Wood Dale Itasca Reservoir is a flood control facility that contains 3 groundwater wells that periodically need to be inspected and cleaned. The wells also contain existing pumps that need to be pulled, inspected and repaired if necessary. A low bid contractor has been selected to perform this work.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
Bid #25-115-SWM

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.
LOWEST RESPONSIBLE QUOTE/BID (QUOTE < $25,000, BID ≥ $25,000; ATTACH TABULATION)

DECISION MEMO REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source.
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).

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			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: Water Well Solutions	Vendor#: 12848	Dept: Stormwater Management	Division:
Attn: Todd Kerry	Email: todd.kerry@wwssg.com	Attn: Jamie Lock	Email: jamie.lock@dupagecounty.gov
Address: 825 E. North St	City: Elburn	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60119	State: IL	Zip: 60187
Phone: 630-201-0749	Fax:	Phone: 630-407-6705	Fax:
Send Payments To:		*Ship to:*	
Vendor: same	Vendor#:	Dept: same	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
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		On Call Crane Services per lowest responsible bidder (Bid 22-069-SWM)	FY26	1600	3000	53090		181,889.00	181,889.00

FY is required, ensure the correct FY is selected.

Requisition Total $ 181,889.00

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.

THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
WELL CLEANING AT THE WOOD DALE - ITASCA FLOOD CONTROL FACILITY
25-115-SWM
BID TABULATION

✓

				Water Well Solutions Illinois, LLC	
NO.	ITEM	UOM	QTY	**PRICE**	**EXTENDED PRICE**
Base Bid					
1	Inspect/Clean Well	EA	3	**$ 22,568.00**	**$ 67,704.00**
2	Inspect Well	EA	3	**$ 918.00**	**$ 2,754.00**
3	Pull, Inspect & Clean Pump	EA	3	**$ 12,354.00**	**$ 37,062.00**
4	Pump Repair Allowance	L SUM	1	**$ 8,000.00**	**$ 8,000.00**
5	Motor and Cable Megger Testing	EA	3	**$ 246.00**	**$ 738.00**
6	Pump Replacement	EA	3	**$ 2,412.00**	**$ 7,236.00**
				BASE BID TOTAL	**$ 123,494.00**
Items Ordered by Engineer ("IOBE")					
1	4” Galvanized Column Pipe with Couplings	FT	330	**$ 26.00**	**$ 8,580.00**
2	4” Stainless Steel Pipe with Couplings	FT	330	**$ 94.00**	**$ 31,020.00**
3	1/8” Plastic Air Line	FT	330	**$ 2.00**	**$ 660.00**
4	4” Check Valves	EA	3	**$ 770.00**	**$ 2,310.00**
5	Flat Jacketed Power Cable	FT	330	**$ 2.50**	**$ 825.00**
				IOBE SUBTOTAL	**$ 43,395.00**

✓

				Water Well Solutions Illinois, LLC	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
Bid Alternates					
1	Variable Frequency Drive	EA	3	$ 8,550.00	$ 25,650.00
2	Level Transducer	EA	3	$ 4,275.00	$ 12,825.00
3	Electrical Modifications	EA	3	$ 21,050.00	$ 63,150.00
				BID ALTERNATE SUBTOTAL	$ 101,625.00
				CONTINGENCY	$ 15,000.00
				GRAND TOTAL	$ 283,514.00

NOTES

Bid Opening 10/16/2025 @ 2:30 PM	SR, HK
Invitations Sent	51
Total Vendors Requesting Documents	2
Total Bid Responses	1

DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

MANDATORY FORM

Section I: Contact Information

Complete the contact information below.

BID NUMBER:	25-115-SWM
COMPANY NAME:	Water Well Solutions Illinois, LLC
MAIN ADDRESS:	825 East North Street
CITY, STATE, ZIP CODE:	Elburn, IL 60119
TELPHONE NO.:	630-365-9099
BID CONTACT PERSON:	Todd Kerry
CONTACT EMAIL:	todd.kerry@wwssg.com

Section II: Contract Administration Information

Complete the contract administration information below.

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME:	Todd Kerry	NAME:	Nanette Eckley
CONTACT:	Water Well Solutions Illinois, LLC	CONTACT:	Water Well Solutions Illinois, LLC
ADDRESS:	825 East North Street	ADDRESS:	825 East North Street
CITY, ST., ZIP:	Elburn, IL 60119	CITY, ST., ZIP:	Elburn, IL 60119
PHONE NO.:	630-365-9099	PHONE NO.:	630-365-9099
EMAIL:	todd.kerry@wwssg.com	EMAIL:	nanette.eckley@wwssg.com

Section III: Certification

The undersigned certifies that they are:

❒ The Owner or Sole Proprietor	❒ A Member authorized to sign on behalf of the Partnership	☒ An Officer of the Corporation	❒ A Member of the Joint Venture

Herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

Brian Snelten	Todd Kerry
(President or Partner)	(Vice-President or Partner)
Nanette Eckley	Jeff Sweet
(Secretary or Partner)	(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Officer, DuPage County, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. 1 , _____, and _____ issued thereto.

Further, the undersigned proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus, and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time and at the price therein prescribed.

Further, the undersigned certifies and warrants that they are duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate.

Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either Chapter 720 Illinois Compiled Statutes 5/33 E-3 or 5/33 E-4, bid rigging or bid-rotating, or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that they have examined and carefully prepared this bid and have checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.

If a Corporation, the undersigned, further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed nor modified, and that the same remain in full force and effect. (Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the Bidder certifies that it has provided equipment, supplies, or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that it will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

By signing below, the Bidder agrees to the terms of this Mandatory Form and certifies that the information on this form is true and correct to the best of its knowledge.

Printed Name: Todd Kerry

Signature: [redacted]

Title: Vice President

Date: 10/15/2025

BID PRICING FORM

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	25-115-SWM
COMPANY NAME:	Water Well Solutions Illinois, LLC
CONTACT PERSON:	Todd Kerry
CONTACT EMAIL:	todd.kerry@wwssg.com

Section II: Pricing

All goods are to be shipped F.O.B. Destination, delivered, and installed.

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
Base Bid					
1	Inspect/Clean Well	EA	3	$ 22,568	$67,704
2	Inspect Well	EA	3	$ 918	$ 2,754
3	Pull, Inspect & Clean Pump	EA	3	$ 12,354	$ 37,062
4	Pump Repair Allowance	L SUM	1	$ 8,000.00	$ 8,000.000
5	Motor and Cable Megger Testing	EA	3	$246.00	$ 738.00
6	Pump Replacement	EA	3	$2,412	$ 7,236
				BASE BID TOTAL	$ 123,494
Items Ordered by Engineer ("IOBE")					
1	4" Galvanized Column Pipe with Couplings	FT	330	$ 26	$ 8,580
2	4" Stainless Steel Pipe with Couplings	FT	330	$ 94	$ 31,020
3	1/8" Plastic Air Line	FT	330	$ 2	$ 660
4	4" Check Valves	EA	3	$ 770	$ 2,310
5	Flat Jacketed Power Cable	FT	330	$ 2.50	$ 825
				IOBE SUBTOTAL	$ 43,395

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
Bid Alternates					
1	Variable Frequency Drive	EA	3	$ 8,550.00	$ 25,650.00
2	Level Transducer	EA	3	$ 4,275.00	$ 12,825.00
3	Electrical Modifications	EA	3	$ 21,050.00	$ 63,150.00
				BID ALTERNATE SUBTOTAL	$ 101,625.00
				CONTINGENCY	$ 15,000.00
				GRAND TOTAL	$ 283,514

Section III: Certification

By signing below, the Bidder agrees to provide the required goods and/or services described in the Bid Specifications for the prices quoted on this Bid Pricing Form.

Printed Name: Todd Kerry Signature: [redacted]

Title: Vice President Date: 10/15/2025

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:	25-115-SWM
COMPANY NAME:	Water Well Solutions Illinois, LLC
CONTACT PERSON:	Todd Kerry
CONTACT EMAIL:	todd.kerry@wwssg.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:

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.

Printed Name: Todd Kerry Signature: [redacted]

Title: Vice President Date: 10/15/2025

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

File #: SM-P-0024-25 **Agenda Date:** 11/4/2025 **Agenda #:** 7.F.4.

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND WBK ENGINEERING, LLC
FOR ON CALL PROFESSIONAL ENGINEERING SERVICES
(TOTAL CONTRACT: $60,000)

WHEREAS, the COUNTY by virtue of its power set forth in "Counties Code" (55 ILCS 5/5-1001 *et seq*.) and its authority to manage and mitigate the effects of urbanization on stormwater drainage in DuPage County pursuant to Chapter 55, paragraph 5/5-1062.3 is authorized to enter into this AGREEMENT; and

WHEREAS, the COUNTY requires various professional services on an on-call basis, as necessary for its publicly bid projects (hereinafter referred to as "PROJECT" or "Work Orders"); and

WHEREAS, WBK Engineering, LLC (the CONSULTANT) has experience and expertise in this area and is in the business of providing such professional services required by the County and is willing to perform the required services, as needed on an on-call basis, for an amount not to exceed sixty thousand dollars and no cents ($60,000.00); and

WHEREAS, the CONSULTANT acknowledges that it is qualified to perform the services covered by this AGREEMENT and is in good standing and has not been barred from performing professional services.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and WBK Engineering, LLC is hereby accepted and approved in an amount not to exceed sixty thousand dollars and no cents ($60,000.00); and that the Chair of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY; and

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT by and through the Stormwater Management Department to WBK Engineering, LLC, 116 W. Main Street, Suite 201, St. Charles, IL 60174 Attn. Greg Chismark: State's Attorney's Office; County Auditor; Finance Director; Treasurer; and Purchasing.

Enacted and approved this 12th Day of November, 2025 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: 1 YR + 1 X 1 YR TERM PERIOD	INITIAL TERM TOTAL COST: $60,000.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 11/04/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: $120,000.00
	CURRENT TERM TOTAL COST: $60,000.00	MAX LENGTH WITH ALL RENEWALS: TWO YEARS	CURRENT TERM PERIOD: FIRST RENEWAL
Vendor Information		*Department Information*	
VENDOR: WBK Engineering	VENDOR #: 12800	DEPT: Stormwater Management	DEPT CONTACT NAME: Jamie Lock
VENDOR CONTACT: Greg Chismark	VENDOR CONTACT PHONE: 630-443-7755	DEPT CONTACT PHONE #: 630-407-6705	DEPT CONTACT EMAIL: jamie.lock@dupagecounty.gov
VENDOR CONTACT EMAIL: GChismark@bodwegroup.com	VENDOR WEBSITE: https://www.bodwegroup.com/companies/wbk-engineering	DEPT REQ #: 1600-2525	

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 for on-call construction engineering services for on site inspection and construction assistance for stormwater projects countywide.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
Under the Stormwater Management Department, DuPage County is responsible for construction oversight of various local and regional stormwater projects bid by the department. Additional assistance is needed to help staff with review of contractor submittals and on site inspection during construction.

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. PROFESSIONAL SERVICES EXCLUDED PER DUPAGE ORDINANCE (SECTION 2-353) AND 50 ILCS 510/2 (ARCHITECTS, ENGINEERS & LAND SURVEYORS)

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. This contract was vetted based on the County's Qualified Based Selection (QBS) process, which allows for Professional Services to be vetted through an open and transparent process. Requests for Statements of Qualifications were sent to firms throughout the industry. Stormwater staff utilized an evaluation team to review and rank a total of 6 firms, taking into consideration the qualifications of the firm, experience of key personnel, and understanding of unique stormwater scope of services. Stormwater staff has determined that WBK Engineering has the most qualified staff based on the information received to perform necessary services.
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) Award contract to WBK, a full service engineering firm, for on-call services to assist with the needs of the department. 2) Hire in-house Structural, Geotechnical, Electrical, and Mechanical Engineers to assist current staff. 3) Take no action. This is not recommended, as it is important to have qualified personnel involved with the county's construction projects.

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			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: WBK Engineering	Vendor#: 12800	Dept: Stormwater Management	Division:
Attn: Greg Chistmark	Email: GChismark@bodwegroup.com	Attn: Jamie Lock	Email: jamie.lock@dupagecounty.gov
Address: 116 W Main Street, Suite 201	City: St Charles	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60174	State: IL	Zip: 60187
Phone: 630-443-7755	Fax:	Phone: 630-407-6705	Fax:
Send Payments To:		*Ship to:*	
Vendor: same	Vendor#:	Dept: same	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Nov 12, 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		On Call Professional Engineering Drainage Services Countywide	FY26	1600	3000	53010		60,000.00	60,000.00

FY is required, ensure the correct FY is selected.

Requisition Total $ 60,000.00

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 WBK ENGINEERING, LLC
FOR ON CALL CONSTRUCTION ENGINEERING SERVICES

This Professional Service Agreement ("AGREEMENT"), is made this 12th day of November, 2025 between COUNTY OF DUPAGE, a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and WBK Engineering, LLC., an Illinois corporation licensed to do business in the State of Illinois, with offices at 116 W. Main Street, Suite 201, St. Charles, IL 60174; hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereafter sometimes individually referred to as a "party" or together as the "parties."

R E C I T A L S

WHEREAS, the COUNTY by virtue of its power set forth in "Counties Code" (55 ILCS 5/5-1001 et seq.) and its authority to manage and mitigate the effects of urbanization on stormwater drainage in DuPage County pursuant to Chapter 55, paragraph 5/5-1062.3 is authorized to enter into this AGREEMENT; and

WHEREAS, the COUNTY requires various professional services on an on-call basis, as necessary for its publicly bid projects (hereinafter referred to as "PROJECT" or "Work Orders"); and

WHEREAS, the CONSULTANT acknowledges the necessary oversight of these publicly bid projects to ensure compliance with the associated project bid documents and the IDOT Standard Specifications in the event the CONTRACT necessitates this scope of work; and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional services required by the County and is willing to perform the required services, as needed on an on-call basis, for an amount not to exceed sixty thousand dollars and no cents ($60,000.00).

WHEREAS, the CONSULTANT acknowledges that it is qualified to perform the services covered by this AGREEMENT and is in good standing and has not been barred from performing professional services; 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.

1.3 The exhibits referenced in this AGREEMENT shall be deemed incorporated herein and a part thereof.

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 exhibit is hereby incorporated by reference. The CONSULTANT shall complete all of the work set forth in said exhibit for the compensation set forth in Section 7.0, below, unless otherwise modified as provided herein. Services are to be provided by the CONSULTANT upon request by the COUNTY as approved Work Order(s) with a not to exceed amount for each Work Order. The CONSULTANT agrees to obtain all necessary permits requested by the COUNTY when required to do so.

2.2 The CONSULTANT shall prepare and distribute meeting minutes within seven (7) days following meetings between the COUNTY or other groups and the CONSULTANT concerning the PROJECT or Work Order(s).

2.3 The COUNTY may, from time to time, request changes in the Scope of Work in this AGREEMENT or approved Work Order(s). Any such changes, including any increase or decrease in CONSULTANT'S compensation or Scope of Work, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, except as allowed in Paragraph 15.3, below. For Work Orders, changes shall be documented by an amendment to the originally approved Work Order, or by issuance of a new Work Order to cover the changes in scope provided that the increase does not increase the total compensation set forth in this AGREEMENT.

2.4 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 vendors/sub-contractors/sub-consultants provide services hereunder. Neither the CONSULTANT nor the CONSULTANT's employees shall be entitled to receive any COUNTY benefits. The CONSULTANT shall be solely

responsible for the payment of all taxes and withholdings required by law which may become due with regard to any compensation paid by the COUNTY to the CONSULTANT.

2.5 Services deemed to be a professional service under this AGREEMENT shall be performed and/or supervised by individuals licensed to practice by the State of Illinois in the applicable professional discipline.

2.6 Neither the CONSULTANT, nor the CONSULTANT'S employees, shall be retained as expert witnesses by the COUNTY except as by separate agreement.

3.0 NOTICE TO PROCEED.

3.1 Authorization to proceed shall be given on behalf of the COUNTY by the Director of Stormwater Management hereinafter referred to as the "Director"), in the form of a written Notice to Proceed following execution of the AGREEMENT by the County Board Chair. Authorization to proceed with various tasks **described in Exhibit A** will be given to the CONSULTANT by representatives of the Stormwater Management Department.

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 3.3, 4.1, 5.2, 6.1, 7.3, 7.4, 8.2, 8.3., 15.3 and 21.2, as well as any requirements contained in Exhibits B and C attached hereto.

3.3 The CONSULTANT shall not perform additional work related to a submittal until the COUNTY has completed its review of the submittal unless otherwise directed in writing by the Director or his designee. The CONSULTANT may continue to work on items unrelated to the submittal under review by the COUNTY.

4.0 TECHNICAL SUBCONSULTANTS

4.1 The prior written approval of the COUNTY shall be required before the CONSULTANT hires any sub-consultant(s) to complete COUNTY-ordered technical or professional tasks or services under the terms of this AGREEMENT. COUNTY approval of sub-consultant(s) includes approval of any new employee rates (Exhibit C) and/or fee schedules as referenced in Paragraph 7.3.

4.2 The CONSULTANT shall supervise any sub-consultant(s) hired by the CONSULTANT, and the CONSULTANT shall be solely responsible for any and

all work performed by said sub-consultant(s) in the same manner and with the same liability as if performed by the CONSULTANT.

4.3 The CONSULTANT shall require any sub-consultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that the sub-consultant also meets the terms of Sections 8.0 and 13.0 and Paragraphs 26.4 of this AGREEMENT and shall fully comply therewith while engaged by the CONSULTANT in services for the COUNTY on the PROJECT or Work Orders.

5.0 TIME FOR PERFORMANCE

5.1 The CONSULTANT shall commence work to meet the requirements or professional services on the PROJECT or Work Order after the COUNTY issues its written Notice to Proceed for any approved Work Order(s). The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.

5.2 Unless otherwise defined in the Scope of Work, The CONSULTANT shall submit a schedule for completion of each Work Order within ten (10) days of the written approval of said Work Order(s) by the COUNTY. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by November 30, 2026 unless the term of this AGREEMENT is extended.

5.3 If the CONSULTANT is delayed at any time in the progress of the work by any act or neglect of the COUNTY or by any employee of COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control then the sole remedy and allowance made shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with CONSULTANT. The CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

6.0 DELIVERABLES.

6.1 The CONSULTANT shall provide the COUNTY on or before the expiration of this AGREEMENT, or within fourteen (14) days following a notice of termination, or when the Director directs, the deliverables specified in Exhibit "B" [or] approved Work Order(s), [or] as otherwise agreed to by the COUNTY and CONSULTANT.

7.0 COMPENSATION.

7.1 The COUNTY shall pay the CONSULTANT for services rendered 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.

7.2 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not, under any circumstances, exceed sixty thousand dollars and no cents ($60,000.00). This amount is a "not to exceed" amount. 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 until this AGREEMENT is modified pursuant to Article 14.0.

7.3 For work performed, the COUNTY will pay on a basis at a 2.8 direct labor multiplier applied to the actual hourly rates of CONSULTANT's staff and/or the fee schedule(s) as incorporated herein. The multiplier includes the CONSULTANT's cost of overhead, profit and incidental costs. A schedule of the hourly rates for CONSULTANT's staff, and approved sub-consultant's technical or professional staff, identified by position or assignment, is attached and incorporated hereto as Exhibit "C." The CONSULTANT may request adjustments to the hourly rate ranges and additions or deletions to the position classifications to/from Exhibit C which will be subject to approval by the COUNTY provided the adjustment(s) to not exceed the total compensation as stated herein. The COUNTY retains the authority to limit the maximum rate per classification for any additions to classifications listed on Exhibit C, including Exhibit C for approved sub-consultant(s), when invoices are submitted for the approved work.

7.3.a If overtime/weekend/holiday (o/w/h) rates are expressly allowed under the AGREEMENT, but such rates are not otherwise specified, the o/w/h rate for each category shall be no more than one hundred fifty percent (150%) of the stated normal rate for that category.
The o/w/h rate, when allowed, shall only be permitted if any CONSULTANT personnel have worked more than 40 hours in a given week (Sunday-Saturday) on the PROJECT or Work Order(s).

7.3.b If this AGREEMENT or a modification thereto authorizes the CONSULTANT to alter its fees, such fee changes shall be subject to the following unless otherwise provided in the AGREEMENT: (i) The CONSULTANT may only change the fees stated in Exhibit C once per calendar year; (ii) fees may not be changed prior to one hundred twenty (120) days from the date of execution of this AGREEMENT or from the date of any previous fee change; and (iii) the CONSULTANT shall provide the COUNTY with forty-five (45) days' notice of any proposed fee change.

The CONSULTANT shall not invoice the COUNTY at an increased fee without compliance to the notice requirements listed above

7.4 Direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all work defined in Exhibit A. For direct expenses, including supplies, materials, photocopying, postage/shipping, and other costs directly related to the specific reports and presentations as required by the COUNTY, the COUNTY shall pay on an actual cost basis without any markup added.

7.4.a For all direct expenses costing more than $25.00, the CONSULTANT shall include with its invoice to the COUNTY, as documentation of such expenses, copies of receipts from the Consultant's vendors indicating the price(s) paid by Consultant for such expensed materials and/or items.

7.4.b CONSULTANT shall not include computer and vehicle mileage charges as direct expenses. A daily fee for vehicle use is acceptable.

7.5 If the scope of work for this AGREEMENT includes the use of job classifications covered by the prevailing rate of wages, the prevailing rate must be reflected in the cost estimate for this AGREEMENT. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which work is to be performed. If the Illinois Department of Labor revises the prevailing rates of wages to be paid, as listed in the specification of rates, the CONSULTANT may not pay less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor web site at http://www.state.il.us/agency/idol/ or calling 312-793-2814. It is the responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to insure the timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor web site, satisfies the notification of revisions by the COUNTY to the CONSULTANT pursuant to the Act, and the CONSULTANT agrees that no additional notice is required. The CONSULTANT shall notify each of its sub-consultants of the revised rates of wages.

7.6 The CONSULTANT shall submit invoices, for services rendered including any allowable expenses, to the COUNTY. All invoices shall include a remittance address. The COUNTY shall not be required to pay the CONSULTANT more often than monthly. Each invoice shall be submitted in a format agreed to in advance by the COUNTY. Separate invoices shall be submitted for each approved Work Order and each invoice shall also include a progress report that describes work completed for the invoice period, anticipated work for the next invoice period, outstanding issues or items that require a response, whether the work is progressing according

to the approved schedule, and a discussion of the budget status. The CONSULTANT shall be required to submit a monthly progress report to the COUNTY even if a monthly invoice is not submitted to the COUNTY. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation. Payment will not be made for services completed or expenses incurred more than six-months (180 days) prior to submission of any invoice and any statute of limitations to the contrary is hereby waived. When requested by the COUNTY, the CONSULTANT shall submit certified time sheets as additional documentation for the invoiced services.

7.7 Upon approval of properly documented invoices, the COUNTY shall reimburse the CONSULTANT the amount invoiced for services completed in accordance with this AGREEMENT, provided that the amount invoiced 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 shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act.

7.8 In the event of any overcharge by the CONSULTANT, the CONSULTANT shall refund the COUNTY within thirty (30) days of discovery of said overcharge by the CONSULTANT or notice to the CONSULTANT by the COUNTY. The COUNTY reserves the right to offset any overcharges against any amounts due and owing the CONSULTANT under this or any other AGREEMENT between the parties. The COUNTY shall be entitled to the statutory interest rate for judgments under Illinois law for any overcharges not timely refunded (or credited) in accord with this provision, which interest shall be in addition to any other remedies the COUNTY may have under the law or this AGREEMENT.

7.9 Upon acceptance of all deliverables specified in Exhibit B of this AGREEMENT [or] by approved Work Order(s), final payment shall be made to the CONSULTANT, including any retainage.

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 one million dollars ($1,000,000.00) each accident/injury and one million dollars ($1,000,000.00) each employee/disease.

8.1.c **Commercial (Comprehensive) General Liability Insurance**, (including contractual liability) with a limit of not less than three million dollars ($3,000,000.00) aggregate; including limits of not less than two million dollars ($2,000,000.00) per occurrence, and one million dollars ($1,000,000.00) excess liability. **An Endorsement must also be provided naming the County of DuPage c/o the Director of Transportation/County Engineer, DuPage County Division of Transportation, its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.**

8.1.d **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million dollars ($1,000,000.00) for any one person and one million dollars ($1,000,000.00) for any one occurrence of death, bodily injury or property damage in the aggregate annually. **An Endorsement must also be provided naming the County of DuPage c/o the Director of Transportation/County Engineer, DuPage County Division of Transportation, its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.**

8.1.e **Professional Liability Insurance (Errors and Omissions)** shall be provided with minimum limits of at least one million dollars ($1,000,000.00) per incident/two million dollars ($2,000,000.00) aggregate during the term of this AGREEMENT and shall be maintained in the form of an additional endorsement for a period of four (4) years after the date of the final payment for this AGREEMENT. The CONSULTANT shall provide the COUNTY endorsements at the beginning of each year evidencing same or a new carrier policy that has a retroactive date prior to the date of this AGREEMENT.

8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT'S Certificates of Insurance, as well as all applicable coverage and cancellation endorsements before issuance of a Notice to Proceed. It is the further duty of the CONSULTANT to immediately notify the COUNTY if any insurance required under this AGREEMENT has been cancelled, materially changed, or renewal has been refused, and the CONSULTANT shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the CONSULTANT curing any breach of its required insurance coverage, the COUNTY shall notify the CONSULTANT that the CONSULTANT can resume work under this AGREEMENT. The CONSULTANT shall accept and bear all

costs that may result from the cancellation of this AGREEMENT due to CONSULTANT'S failure to provide and maintain the required insurance.

8.3 The coverage limits required under subparagraphs 8.1.c and 8.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e 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 be so endorsed that the coverage afforded will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that effect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

8.4 The CONSULTANT shall require all approved sub-consultants, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable under this AGREEMENT to maintain the same insurance required of the CONSULTANT, including naming the COUNTY as an additional insured in the same coverage types and amounts as the CONSULTANT, per Section 8.0. The COUNTY retains the right to obtain evidence of sub-consultants insurance coverage at any time.

9.0 INDEMNIFICATION

9.1 The CONSULTANT shall indemnify, hold harmless and defend the COUNTY, its officials, officers, agents, and employees 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, officer 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, any attorney representing the COUNTY, under this paragraph or paragraph 9.1, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, in accordance with the applicable law. The COUNTY'S participation in its defense shall not remove the 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. The CONSULTANT'S indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.

9.4 The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or otherwise available to it, or to the CONSULTANT, under the law.

10.0 SATISFACTORY PERFORMANCE

10.1 The COUNTY is entering into an AGREEMENT with this CONSULTANT because the CONSULTANT professes to the COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly, the CONSULTANT'S and sub-consultant(s) standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets the quality and standards commonly provided by similar professional engineering firms practicing in the COUNTY and the State of Illinois.

10.2 In the event there are no similar professional firms practicing in DuPage County, Illinois, with respect to the type of work for which this CONSULTANT has been engaged, the CONSULTANT'S services shall be performed in a manner consistent with the customary skill and care of its profession.

10.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or its' sub-consultant(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. In the event any errors or omissions are detected after the expiration or termination of the AGREEMENT, the CONSULTANT may at the COUNTY'S option have the responsibility to cure same under this provision.

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 from any errors, omissions, or negligent or willful acts by the CONSULTANT or its sub-consultants.

11.0 BREACH OF CONTRACT

11.1 In the event of any breach of this AGREEMENT, the non-breaching party shall give notice to the breaching party stating with particularity the nature of the alleged breach, and the breaching party shall be allowed a reasonable opportunity to cure said breach. Either party's failure to timely cure any breach of this AGREEMENT shall relieve the other party of the requirement to give thirty (30) days' notice for termination of this AGREEMENT in accordance with Paragraph 16.1, below, and in such a case, ten (10) days' written notice to the breaching party is sufficient notice. Notwithstanding the above term, the CONSULTANT'S failure to maintain insurance in accordance with Section 8.0, above, or in the event of any of the contingencies described in Paragraph 16.1 below, shall be grounds for the COUNTY'S immediate termination of this AGREEMENT. Any breach of any covenant or term of this AGREEMENT by one or more of the CONSULTANT'S sub-consultants shall be deemed a breach by CONSULTANT subject to the terms of this AGREEMENT.

12.0 OWNERSHIP OF DOCUMENTS

12.1 The CONSULTANT agrees that any and all 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 6.1. An electronic copy of all applicable deliverables, in a format designated by the COUNTY'S representative, shall be provided to the COUNTY.

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 same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this AGREEMENT. The CONSULTANT waives any copyright interest in said deliverables.

12.3 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.

12.4 The CONSULTANT may, at its sole expense, reproduce and maintain copies of deliverables provided to the COUNTY.

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITIES

13.1 The CONSULTANT, and sub-consultant(s), shall comply with Federal, State and Local statutes, ordinances and regulations and obtain permits, licenses, or other mandated approvals, whenever applicable.

13.2 The CONSULTANT, and sub-consultant(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 an unfair employment practice. The CONSULTANT, and sub-consultant(s), shall comply with 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).

13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT'S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.

13.5 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 the CONSULTANT'S services under this AGREEMENT.

13.6 **In accordance with the Vendor Information Reporting Act (35 ILCS 200/18-50.2),** the COUNTY is required to collect and electronically publish data from all consultants and subconsultants as to: (1) whether they are a minority-owned, women-owned or veteran-owned business as defined by the Business Enterprise for Minorities, Women and Persons with Disabilities Act (30 ILCS 575/.01 et seq.); and (2) whether the consultant or any subconsultants are self-certifying or whether they hold certifications for those above-referenced categories. If self-certifying, the consultants and subconsultants shall disclose whether they qualify as a small business under federal Small Business Administration standards. **In compliance**

with the Vendor Information Reporting Act, within 60 calendar days of the COUNTY'S award of the contract for work covered under this AGREEMENT, the awarded consultant, and each subconsultant, must complete the Awarded Vendor Questionnaire (found at https://mwv.dupageco.org/).

13.7 The CONSULTANT acknowledges knowledge of the COUNTY'S Procurement Ordinance, which is hereby incorporated in this AGREEMENT, and has had an opportunity to review it. The CONSULTANT agrees to submit changes for Scope of Work or compensation in accordance with said Ordinance.

14.0 MODIFICATION OR AMENDMENT

14.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties.

14.2 The CONSULTANT agrees to submit changes for Scope of Work or compensation on a COUNTY designated form.

15.0 TERM OF THIS AGREEMENT

15.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, 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 Section 16.0, or

(b) The expiration of this AGREEMENT on November 30, 2026, or to a new date agreed upon by the parties, or

(c) The completion by the CONSULTANT and the 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 or after the early termination of this AGREEMENT. The COUNTY is not liable and will not reimburse the CONSULTANT for any work performed after the expiration or termination date of the AGREEMENT. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for work

satisfactorily performed prior to expiration or termination of the AGREEMENT and delivered in accordance with Paragraph 6.1, above.

15.3 The term for performing this AGREEMENT may be amended by a Change Order, or other COUNTY designated form, signed by both parties without formal amendment pursuant to paragraph 14.1 above.

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 or without cause thirty (30) days after having served written notice upon the other party, except in the event of CONSULTANT'S failure to maintain suitable insurance at the requisite coverage amounts, insolvency, bankruptcy or receivership, or if the CONSULTANT is barred from contracting with any unit of government, or is subsequently convicted or charged with a violation of any of the statutes or ordinances identified in Section 13.0, above, in which case termination shall be effective immediately upon receipt of notice from COUNTY at COUNTY'S election.

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, or to pay for services rendered prior to termination. There shall be no termination expenses.

16.3 Upon termination of the AGREEMENT, all data, work products, reports and documents produced because of this AGREEMENT shall become the property of the COUNTY. Further, the CONSULTANT shall provide all deliverables within fourteen (14) days of termination of this AGREEMENT 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 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 Either party may assign this AGREEMENT provided, however, the other party shall first approve such assignment, in writing.

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.

19.2 In the event of the contingency described in Paragraph 19.1, above, the parties shall make a good faith effort to amend this AGREEMENT pursuant to Paragraph 14.1, above, in order to remedy and, or, replace any provision declared unenforceable or invalid.

20.0 GOVERNING LAW

20.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.

20.2 The venue for resolving any disputes concerning the parties' respective performance under this AGREEMENT shall be the Judicial Circuit Court for DuPage County.

21.0 NOTICES.

21.1 Any required notice shall be sent to the following addresses and parties:

WBK Engineering, LLC
116 W. Main Street
Suite 201
St Charles, IL 60174
ATTN: Greg Chismark, P.E., President
Phone: 630-443-7755
Email: GChismark@bodwegroup.com

DuPage County Department of Stormwater Management
421 N. County Farm Road
Wheaton, Illinois 60187
ATTN: Sarah Hunn, Director of Stormwater Management
Phone: 630-407-6676
Email: Sarah.Hunn@dupagecounty.gov

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; (8:00a.m.-4:30p.m. CST or CDT Monday–Friday); (b) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid; or (d) served by email transmission during regular business hours (8:00 a.m. – 4:30 p.m. CST or CDT Monday-Friday), return receipt requested. Notices served personally, by email 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 to 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 shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT and shall not 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 ACCESS TO PROPERTY

24.1 The CONSULTANT shall make a reasonable effort to obtain access to property of a third party necessary for the performance of its obligations under this AGREEMENT. If the CONSULTANT is unable to obtain access to the property, the COUNTY shall be responsible for securing access for the CONSULTANT. In the event the COUNTY cannot secure access for the CONSULTANT, the COUNTY shall excuse the CONSULTANT from the performance of any work that necessitated such access. The CONSULTANT shall have no claim to compensation for any work excused under this provision. The COUNTY shall provide the CONSULTANT, upon the CONSULTANT'S request, proof of the COUNTY'S permission, or legal authority, to enter onto the property of a third party.

24.2 In the event of the following: a) it is necessary for the CONSULTANT to access the property of a third party in order for the CONSULTANT to perform its obligations under this AGREEMENT, and b) the COUNTY has obtained an easement, license or other grant of authority allowing the CONSULTANT to access such property; the CONSULTANT shall fully abide by and comply with the terms and conditions of said authorizing instrument as though the CONSULTANT were a signatory thereto.

25.0 QUALIFICATIONS

25.1 The CONSULTANT shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the work covered under this AGREEMENT, for which Illinois Statutes require license or registration, and further shall employ only well qualified persons in responsible charge of any elements of the work covered under this AGREEMENT, all subject to COUNTY approval.

25.2 Failure by the CONSULTANT to properly staff the PROJECT with qualified personnel shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for cancellation of this AGREEMENT.

25.3 The CONSULTANT shall require any sub-consultant(s) utilized for the PROJECT to employ qualified persons to be the same extent such qualifications are required of the CONSULTANT'S personnel. The COUNTY shall have the same rights under Paragraph 25.2 above, with respect to the CONSULTANT'S sub-consultant(s) being properly staffed while engaged in the PROJECT

IN WITNESS OF, the parties set their hands and seals as of the date first written above.

COUNTY OF DUPAGE

BY:_____
DEBORAH A. CONROY
CHAIR DUPAGE COUNTY BOARD

ATTEST:

BY: _____
JEAN KACZMAREK, COUNTY CLERK

WBK Engineering, LLC

BY:_____
GREG CHISMARK

ATTEST:

BY:_____
NAME AND TITLE:

EXHIBIT A

SCOPE OF SERVICES

This AGREEMENT is an on-call AGREEMENT that will have tasks assigned by the Director. These services may include the following:

1. Bidding and Construction Support - Provide assistance during the bidding process including preparing any necessary addendum's, drawings, and/or specifications. The CONSULTANT may be required to be present at a pre-bid meeting (at a time and location to be arranged by the COUNTY) to answer technical questions regarding the project. Provide engineering services for any changes or clarifications required in the field as a result of any unforeseen conditions outside of the scope of this contract. Additional engineering services required due to professional errors or omissions shall be provided by the CONSULTANT at no cost to the COUNTY.

2. Project Progress Meetings and Review of Deliverables – The CONSULTANT shall attend to a project kickoff meeting and a 50 percent complete design review meeting with the County staff. The CONSULTANT must address all design review comments submitted by the County. The CONSULTANT must deliver 90 percent complete design drawings and specifications to the County for review and comments prior to finalizing the Contract Documents. All site surveying, stormwater modeling, wetland delineation and permits, easements, site benchmark and utility information must be completed prior to the 90 percent design review by the County.

3. Construction Observation Services – Provide assistance to the department, as requested, as outlined below.

- Observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the Contract Documents. The Engineer will keep the County informed of the progress of the work, guard the County against defects and deficiencies in the work, advise the County of all observed deficiencies of the work, and will advise when the County should disapprove or reject all work failing to conform to the Contract Documents.
- Serve as the County's liaison with the Contractor working principally through the Contractor's field superintendent.
- Assist Contractors in dealing with any outside agencies.
- Review the Contractor's schedule prior to the start of construction and review their progress on a weekly basis. Compare actual progress to Contractor's approved schedule. If the project falls behind schedule, work with the Contractor to determine the appropriate course of action to get back on schedule.
- Maintain orderly files for correspondence, reports of job conferences, shop drawings and other submissions, reproductions or original contract documents

including all addenda, change order and additional drawings issued after the award of the contract.

- Record the names, addresses and phone numbers of all contractors, subcontractors and major material suppliers in the diary.
- Keep an inspector's daily report book as outlined in the IDOT Project Procedures Guide, which shall contain a daily report and quantity of hours on the job site, weather conditions, list of visiting officials, daily activities, job decisions and observations as well as general and specific observations and job progress.
- Except upon written instructions of the County, the Resident Engineer or Inspector shall not authorize any deviation from the Contract Documents.
- Check the Contractor's layout at regular intervals.

EXHIBIT B

DELIVERABLES

The following deliverables are indicative of the deliverables that may be requested by the COUNTY under the terms of this AGREEMENT. This contract is an on-call AGREEMENT with deliverables specified by County staff. These may include:

1. Project support documentation
2. Meeting minutes
3. Correspondence (third party)
4. Documentation information including but not limited to:
   - Cross-section plots
   - Location map plotted on County topographic maps
   - Sketches of hydraulic structures
   - Computer input/output
   - Photographs of existing conditions, construction operations, and final improvements
5. Exhibits and props for public, committee, and County Board presentations
6. Originals of all pictures, field notes, drawings, and materials tickets collected

EXHIBIT C

SCHEDULE OF FEES AND HOURLY RATES FOR CONSULTANT'S STAFF

The CONSULTANT will bill the COUNTY for all tasks, assignments, and work performed in accordance with the following schedule of Fees and Hourly Rates, as applicable.

WBK

Classification	Pay Rate Range	
Principal	$90.00	$90.00
Engineer VI	$77.00	$90.00
Engineer V	$65.00	$77.00
Engineer IV	$52.00	$65.00
Engineer III	$42.00	$52.00
Engineer II	$35.00	$42.00
Engineer I	$30.00	$35.00
Urban Planner VI	$80.00	$86.00
Urban Planner V	$65.00	$80.00
Urban Planner IV	$57.00	$65.00
Urban Planner III	$45.00	$57.00
Urban Planner II	$35.00	$45.00
Environmental Resource Specialist V	$50.00	$60.00
Environmental Resource Specialist IV	$42.00	$50.00
Environmental Resource Specialist III	$40.00	$42.00
Environmental Resource Specialist II	$29.00	$33.00
Technician V	$68.00	$78.00
Technician IV	$50.00	$68.00
Technician III	$40.00	$50.00
Technician II	$33.00	$40.00
Technician I	$29.00	$33.00
Intern	$21.00	$27.00
Administrative	$31.00	$37.00

Actual pay rates will be billed to the County at a 2.80 multiplier.

Vehicle Use Charge / Daily	$65.00	

***Maximum Rate cannot exceed $90/hour.**

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:	WBK Engineering, LLC
CONTACT PERSON:	Vince DiPrima
CONTACT EMAIL:	vdiprima@bodwegroup.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: _Greg Chismark_____ Signature: ___[redacted]_____

Title: _President_____ Date: ___10/17/2025_____

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

File #: SM-P-0025-25 **Agenda Date:** 11/4/2025 **Agenda #:** 7.F.5.

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND CIVIL AND ENVIRONMENTAL CONSULTANTS, INC.
FOR ON CALL LAND SURVEYING SERVICES

WHEREAS, the DuPage County (COUNTY) by virtue of its power set forth in "Counties Code" (55 ILCS 5/5-1001 et seq.) and its authority to manage and mitigate the effects of urbanization on stormwater drainage in DuPage County pursuant to Chapter 55, paragraph 5/5-1062.3 is authorized to enter into this AGREEMENT; and

WHEREAS, the COUNTY requires various professional services (surveying, wetland analysis, flood plain modeling, etc.), on an on-call basis, as necessary for its facilities, small-scale stormwater management and drainage investigations (hereinafter referred to as "PROJECT" or "Work Orders"), and

WHEREAS, the Civil and Environmental Consultants, Inc. (CONSULTANT) has experience and expertise in this area and is in the business of providing such professional services required by the County and is willing to perform the required services, as needed on an on-call basis, for an amount not to exceed fifty thousand dollars and no cents ($50,000.00).

WHEREAS, the CONSULTANT acknowledges that it is qualified to perform the services covered by this AGREEMENT and is in good standing and has not been barred from performing professional services; and

WHEREAS, the COUNTY has adopted a Stormwater Ordinance. The CONSULTANT acknowledges the necessary oversight to ensure compliance with the Stormwater Ordinance in the event PROJECT necessitates this scope of work.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and Civil and Environmental Consulting, Inc., is hereby accepted and approved in an amount not to exceed fifty thousand dollars and zero cents ($50,000.00) and that the Chair of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT to Civil & Environmental Consultants, Inc., Attn: Brian Wozniak, 1230 East Diehl Road, Suite 200, Naperville, IL; Nicholas Alfonso/State's Attorney's Office; County Auditor; Finance Director; Treasurer; Purchasing; and to the DuPage County Stormwater Management Department, by and through the Stormwater Management Department.

Enacted and approved this 12th day of November, 2025 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 #: SM-P-0025-25	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: 1 YR + 1 X 1 YR TERM PERIOD	INITIAL TERM TOTAL COST: $50,000.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 11/04/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: $100,000.00
	CURRENT TERM TOTAL COST: $50,000.00	MAX LENGTH WITH ALL RENEWALS: TWO YEARS	CURRENT TERM PERIOD: FIRST RENEWAL
Vendor Information		*Department Information*	
VENDOR: Civil & Environmental Consultants, Inc.	VENDOR #: 37884	DEPT: Stormwater Management	DEPT CONTACT NAME: Jamie Lock
VENDOR CONTACT: Brian Wozniak	VENDOR CONTACT PHONE: 630-963-6026	DEPT CONTACT PHONE #: 630-407-6705	DEPT CONTACT EMAIL: jamie.lock@dupagecounty.gov
VENDOR CONTACT EMAIL: bwozniak@cecinc.com	VENDOR WEBSITE: https://www.cecinc.com/	DEPT REQ #: 1600-2526	

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.).
$50,000 - On-call Professional Land Surveying Services to support the Stormwater Management Department's watershed planning, project design, land acquisition, drainage and in-house design activities. This is the first, and final, renewal.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
Stormwater staff does not include professional land surveyors necessary for preforming the scope of work defined in the tasks noted previously. Professional Land Surveying services are vital for completion of both current and future stormwater projects.

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.

PROFESSIONAL SERVICES EXCLUDED PER DUPAGE ORDINANCE (SECTION 2-353) AND 50 ILCS 510/2 (ARCHITECTS, ENGINEERS & LAND SURVEYORS)

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. Stormwater Management only selects Professional Land Surveying firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of Qualifications were sent to firms throughout the industry. Statements of Interest were received from 9 firms. Stormwater staff utilized an evaluation team to review and rank firms, taking into consideration the qualifications of the firm, experience of key personnel, and understanding of unique stormwater scope of services.
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). Staff recommendation is to award a contract to Civil and Environmental Consultants, Inc. Other options would be to utilize in-house staff to collect data or not collect the data at all. These other options are not recommended by Stormwater staff as we do not have the in-house capability to collect high accuracy data and we have a responsibility to ensure our facilities are operational and stable and projects can be completed in a timely manner.

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			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: Civil & Environmental Consultants, Inc.	Vendor#: 37884	Dept: Stormwater Management	Division:
Attn: Brian Wozniak	Email: bwozniak@cecinc.com	Attn: Jamie Lock	Email: jamie.lock@dupagecounty.gov
Address: 1230 East Diehl Road, Suite 200	City: Naperville	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60563	State: IL	Zip: 60187
Phone: 630-963-6026	Fax:	Phone: 630-407-6705	Fax:
Send Payments To:		*Ship to:*	
Vendor: same	Vendor#:	Dept: same	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Nov 12, 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		On-call Professional surveying services for the stormwater management department, countywide	FY26	1600	3000	53010		50,000.00	50,000.00

FY is required, ensure the correct FY is selected. Requisition Total $ 50,000.00

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 CIVIL AND ENVIRONMENTAL CONSULTANTS, INC.
FOR ON CALL LAND SURVEYING SERVICES

This Professional Service Agreement ("AGREEMENT"), is made this 12th day of November, 2025 between COUNTY OF DUPAGE, a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and Civil and Environmental Consultants, Inc., a Pennsylvania corporation licensed to do business in the State of Illinois, with offices at 1230 East Diehl Road, Suite 200, Naperville, IL 60540; hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereafter sometimes individually referred to as a "party" or together as the "parties."

R E C I T A L S

WHEREAS, the COUNTY by virtue of its power set forth in "Counties Code" (55 ILCS 5/5-1001 et seq.) and its authority to manage and mitigate the effects of urbanization on stormwater drainage in DuPage County pursuant to Chapter 55, paragraph 5/5-1062.3 is authorized to enter into this AGREEMENT; and

WHEREAS, the COUNTY requires various professional services (surveying, wetland analysis, flood plain modeling, etc.), on an on-call basis, as necessary for its facilities, small-scale stormwater management and drainage investigations (hereinafter referred to as "PROJECT" or "Work Orders"), and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional services required by the County and is willing to perform the required services, as needed on an on-call basis, for an amount not to exceed fifty thousand dollars and no cents ($50,000.00).

WHEREAS, the CONSULTANT acknowledges that it is qualified to perform the services covered by this AGREEMENT and is in good standing and has not been barred from performing professional services; and

WHEREAS, the COUNTY has adopted a Stormwater Ordinance. The CONSULTANT acknowledges the necessary oversight to ensure compliance with the Stormwater Ordinance in the event PROJECT necessitates this scope of work.

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.

1.3 The exhibits referenced in this AGREEMENT shall be deemed incorporated herein and a part thereof.

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 exhibit is hereby incorporated by reference. The CONSULTANT shall complete all of the work set forth in said exhibit for the compensation set forth in Section 7.0, below, unless otherwise modified as provided herein. Services are to be provided by the CONSULTANT upon request by the COUNTY as approved Work Order(s) with a not to exceed amount for each Work Order. The CONSULTANT agrees to obtain all necessary permits requested by the COUNTY when required to do so.

2.2 The CONSULTANT shall prepare and distribute meeting minutes within seven (7) days following meetings between the COUNTY or other groups and the CONSULTANT concerning the PROJECT or Work Order(s).

2.3 The COUNTY may, from time to time, request changes in the Scope of Work in this AGREEMENT or approved Work Order(s). Any such changes, including any increase or decrease in CONSULTANT'S compensation or Scope of Work, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, except as allowed in Paragraph 15.3, below. For Work Orders, changes shall be documented by an amendment to the originally approved Work Order, or by issuance of a new Work Order to cover the changes in scope provided that the increase does not increase the total compensation set forth in this AGREEMENT.

2.4 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 vendors/sub-contractors/sub-consultants provide services hereunder. Neither the CONSULTANT nor the CONSULTANT's employees shall be entitled to receive any COUNTY benefits. The CONSULTANT shall be solely

responsible for the payment of all taxes and withholdings required by law which may become due with regard to any compensation paid by the COUNTY to the CONSULTANT.

2.5 Services deemed to be a professional service under this AGREEMENT shall be performed and/or supervised by individuals licensed to practice by the State of Illinois in the applicable professional discipline.

2.6 Neither the CONSULTANT, nor the CONSULTANT'S employees, shall be retained as expert witnesses by the COUNTY except as by separate agreement.

3.0 NOTICE TO PROCEED.

3.1 Authorization to proceed shall be given on behalf of the COUNTY by the Director of Stormwater Management hereinafter referred to as the "Director"), in the form of a written Notice to Proceed following execution of the AGREEMENT by the County Board Chair. Authorization to proceed with various tasks **described in Exhibit A** will be given to the CONSULTANT by representatives of the Stormwater Management Department.

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 3.3, 4.1, 5.2, 6.1, 7.3, 7.4, 8.2, 8.3., 15.3 and 21.2, as well as any requirements contained in Exhibits B and C attached hereto.

3.3 The CONSULTANT shall not perform additional work related to a submittal until the COUNTY has completed its review of the submittal unless otherwise directed in writing by the Director or his designee. The CONSULTANT may continue to work on items unrelated to the submittal under review by the COUNTY.

4.0 TECHNICAL SUBCONSULTANTS

4.1 The prior written approval of the COUNTY shall be required before the CONSULTANT hires any sub-consultant(s) to complete COUNTY-ordered technical or professional tasks or services under the terms of this AGREEMENT. COUNTY approval of sub-consultant(s) includes approval of any new employee rates (Exhibit C) and/or fee schedules as referenced in Paragraph 7.3.

4.2 The CONSULTANT shall supervise any sub-consultant(s) hired by the CONSULTANT, and the CONSULTANT shall be solely responsible for any and

all work performed by said sub-consultant(s) in the same manner and with the same liability as if performed by the CONSULTANT.

4.3 The CONSULTANT shall require any sub-consultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that the sub-consultant also meets the terms of Sections 8.0 and 13.0 and Paragraphs 26.4 of this AGREEMENT and shall fully comply therewith while engaged by the CONSULTANT in services for the COUNTY on the PROJECT or Work Orders.

5.0 TIME FOR PERFORMANCE

5.1 The CONSULTANT shall commence work to meet the requirements or professional services on the PROJECT or Work Order after the COUNTY issues its written Notice to Proceed for any approved Work Order(s). The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.

5.2 Unless otherwise defined in the Scope of Work, The CONSULTANT shall submit a schedule for completion of each Work Order within ten (10) days of the written approval of said Work Order(s) by the COUNTY. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by November 30, 2026 unless the term of this AGREEMENT is extended.

5.3 If the CONSULTANT is delayed at any time in the progress of the work by any act or neglect of the COUNTY or by any employee of COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control then the sole remedy and allowance made shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with CONSULTANT. The CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

6.0 DELIVERABLES.

6.1 The CONSULTANT shall provide the COUNTY on or before the expiration of this AGREEMENT, or within fourteen (14) days following a notice of termination, or when the Director directs, the deliverables specified in Exhibit "B" [or] approved Work Order(s), [or] as otherwise agreed to by the COUNTY and CONSULTANT.

7.0 COMPENSATION.

7.1 The COUNTY shall pay the CONSULTANT for services rendered 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.

7.2 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not, under any circumstances, exceed fifty thousand dollars and no cents ($50,000.00). This amount is a "not to exceed" amount. 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 until this AGREEMENT is modified pursuant to Article 14.0.

7.3 For work performed, the COUNTY will pay on a basis at a 2.8 direct labor multiplier applied to the actual hourly rates of CONSULTANT's staff and/or the fee schedule(s) as incorporated herein. The multiplier includes the CONSULTANT's cost of overhead, profit and incidental costs. A schedule of the hourly rates for CONSULTANT's staff, and approved sub-consultant's technical or professional staff, identified by position or assignment, is attached and incorporated hereto as Exhibit "C." The CONSULTANT may request adjustments to the hourly rate ranges and additions or deletions to the position classifications to/from Exhibit C which will be subject to approval by the COUNTY provided the adjustment(s) to not exceed the total compensation as stated herein. The COUNTY retains the authority to limit the maximum rate per classification for any additions to classifications listed on Exhibit C, including Exhibit C for approved sub-consultant(s), when invoices are submitted for the approved work.

7.3.a If overtime/weekend/holiday (o/w/h) rates are expressly allowed under the AGREEMENT, but such rates are not otherwise specified, the o/w/h rate for each category shall be no more than one hundred fifty percent (150%) of the stated normal rate for that category.
The o/w/h rate, when allowed, shall only be permitted if any CONSULTANT personnel have worked more than 40 hours in a given week (Sunday-Saturday) on the PROJECT or Work Order(s).

7.3.b If this AGREEMENT or a modification thereto authorizes the CONSULTANT to alter its fees, such fee changes shall be subject to the following unless otherwise provided in the AGREEMENT: (i) The CONSULTANT may only change the fees stated in Exhibit C once per calendar year; (ii) fees may not be changed prior to one hundred twenty (120) days from the date of execution of this AGREEMENT or from the date of any previous fee change; and (iii) the CONSULTANT shall provide the COUNTY with forty-five (45) days' notice of any proposed fee change.

The CONSULTANT shall not invoice the COUNTY at an increased fee without compliance to the notice requirements listed above

7.4 Direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all work defined in Exhibit A. For direct expenses, including supplies, materials, photocopying, postage/shipping, and other costs directly related to the specific reports and presentations as required by the COUNTY, the COUNTY shall pay on an actual cost basis without any markup added.

7.4.a For all direct expenses costing more than $25.00, the CONSULTANT shall include with its invoice to the COUNTY, as documentation of such expenses, copies of receipts from the Consultant's vendors indicating the price(s) paid by Consultant for such expensed materials and/or items.

7.4.b CONSULTANT shall not include computer and vehicle charges (including mileage) as direct expenses.

7.5 If the scope of work for this AGREEMENT includes the use of job classifications covered by the prevailing rate of wages, the prevailing rate must be reflected in the cost estimate for this AGREEMENT. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which work is to be performed. If the Illinois Department of Labor revises the prevailing rates of wages to be paid, as listed in the specification of rates, the CONSULTANT may not pay less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor web site at http://www.state.il.us/agency/idol/ or calling 312-793-2814. It is the responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to insure the timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor web site, satisfies the notification of revisions by the COUNTY to the CONSULTANT pursuant to the Act, and the CONSULTANT agrees that no additional notice is required. The CONSULTANT shall notify each of its sub-consultants of the revised rates of wages.

7.6 The CONSULTANT shall submit invoices, for services rendered including any allowable expenses, to the COUNTY. All invoices shall include a remittance address. The COUNTY shall not be required to pay the CONSULTANT more often than monthly. Each invoice shall be submitted in a format agreed to in advance by the COUNTY. Separate invoices shall be submitted for each approved Work Order and each invoice shall also include a progress report that describes work completed for the invoice period, anticipated work for the next invoice period, outstanding issues or items that require a response, whether the work is progressing according

to the approved schedule, and a discussion of the budget status. The CONSULTANT shall be required to submit a monthly progress report to the COUNTY even if a monthly invoice is not submitted to the COUNTY. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation. Payment will not be made for services completed or expenses incurred more than six-months (180 days) prior to submission of any invoice and any statute of limitations to the contrary is hereby waived. When requested by the COUNTY, the CONSULTANT shall submit certified time sheets as additional documentation for the invoiced services.

7.7 Upon approval of properly documented invoices, the COUNTY shall reimburse the CONSULTANT the amount invoiced for services completed in accordance with this AGREEMENT, provided that the amount invoiced 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 shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act.

7.8 In the event of any overcharge by the CONSULTANT, the CONSULTANT shall refund the COUNTY within thirty (30) days of discovery of said overcharge by the CONSULTANT or notice to the CONSULTANT by the COUNTY. The COUNTY reserves the right to offset any overcharges against any amounts due and owing the CONSULTANT under this or any other AGREEMENT between the parties. The COUNTY shall be entitled to the statutory interest rate for judgments under Illinois law for any overcharges not timely refunded (or credited) in accord with this provision, which interest shall be in addition to any other remedies the COUNTY may have under the law or this AGREEMENT.

7.9 Upon acceptance of all deliverables specified in Exhibit B of this AGREEMENT [or] by approved Work Order(s), final payment shall be made to the CONSULTANT, including any retainage.

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 one million dollars ($1,000,000.00) each accident/injury and one million dollars ($1,000,000.00) each employee/disease.

8.1.c **Commercial (Comprehensive) General Liability Insurance**, (including contractual liability) with a limit of not less than three million dollars ($3,000,000.00) aggregate; including limits of not less than two million dollars ($2,000,000.00) per occurrence, and one million dollars ($1,000,000.00) excess liability. **An Endorsement must also be provided naming the County of DuPage c/o the Director of Transportation/County Engineer, DuPage County Division of Transportation, its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.**

8.1.d **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million dollars ($1,000,000.00) for any one person and one million dollars ($1,000,000.00) for any one occurrence of death, bodily injury or property damage in the aggregate annually. **An Endorsement must also be provided naming the County of DuPage c/o the Director of Transportation/County Engineer, DuPage County Division of Transportation, its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.**

8.1.e **Professional Liability Insurance (Errors and Omissions)** shall be provided with minimum limits of at least one million dollars ($1,000,000.00) per incident/two million dollars ($2,000,000.00) aggregate during the term of this AGREEMENT and shall be maintained in the form of an additional endorsement for a period of four (4) years after the date of the final payment for this AGREEMENT. The CONSULTANT shall provide the COUNTY endorsements at the beginning of each year evidencing same or a new carrier policy that has a retroactive date prior to the date of this AGREEMENT.

8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT'S Certificates of Insurance, as well as all applicable coverage and cancellation endorsements before issuance of a Notice to Proceed. It is the further duty of the CONSULTANT to immediately notify the COUNTY if any insurance required under this AGREEMENT has been cancelled, materially changed, or renewal has been refused, and the CONSULTANT shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the CONSULTANT curing any breach of its required insurance coverage, the COUNTY shall notify the CONSULTANT that the CONSULTANT can resume work under this AGREEMENT. The CONSULTANT shall accept and bear all

costs that may result from the cancellation of this AGREEMENT due to CONSULTANT'S failure to provide and maintain the required insurance.

8.3 The coverage limits required under subparagraphs 8.1.c and 8.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e 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 be so endorsed that the coverage afforded will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that effect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

8.4 The CONSULTANT shall require all approved sub-consultants, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable under this AGREEMENT to maintain the same insurance required of the CONSULTANT, including naming the COUNTY as an additional insured in the same coverage types and amounts as the CONSULTANT, per Section 8.0. The COUNTY retains the right to obtain evidence of sub-consultants insurance coverage at any time.

9.0 INDEMNIFICATION

9.1 The CONSULTANT shall indemnify, hold harmless and defend the COUNTY, its officials, officers, agents, and employees 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, officer 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, any attorney representing the COUNTY, under this paragraph or paragraph 9.1, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, in accordance with the applicable law. The COUNTY'S participation in its defense shall not remove the 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. The CONSULTANT'S indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.

9.4 The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or otherwise available to it, or to the CONSULTANT, under the law.

10.0 SATISFACTORY PERFORMANCE

10.1 The COUNTY is entering into an AGREEMENT with this CONSULTANT because the CONSULTANT professes to the COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly, the CONSULTANT'S and sub-consultant(s) standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets the quality and standards commonly provided by similar professional engineering firms practicing in the COUNTY and the State of Illinois.

10.2 In the event there are no similar professional firms practicing in DuPage County, Illinois, with respect to the type of work for which this CONSULTANT has been engaged, the CONSULTANT'S services shall be performed in a manner consistent with the customary skill and care of its profession.

10.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or its' sub-consultant(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. In the event any errors or omissions are detected after the expiration or termination of the AGREEMENT, the CONSULTANT may at the COUNTY'S option have the responsibility to cure same under this provision.

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 from any errors, omissions, or negligent or willful acts by the CONSULTANT or its sub-consultants.

11.0 BREACH OF CONTRACT

11.1 In the event of any breach of this AGREEMENT, the non-breaching party shall give notice to the breaching party stating with particularity the nature of the alleged breach, and the breaching party shall be allowed a reasonable opportunity to cure said breach. Either party's failure to timely cure any breach of this AGREEMENT shall relieve the other party of the requirement to give thirty (30) days' notice for termination of this AGREEMENT in accordance with Paragraph 16.1, below, and in such a case, ten (10) days' written notice to the breaching party is sufficient notice. Notwithstanding the above term, the CONSULTANT'S failure to maintain insurance in accordance with Section 8.0, above, or in the event of any of the contingencies described in Paragraph 16.1 below, shall be grounds for the COUNTY'S immediate termination of this AGREEMENT. Any breach of any covenant or term of this AGREEMENT by one or more of the CONSULTANT'S sub-consultants shall be deemed a breach by CONSULTANT subject to the terms of this AGREEMENT.

12.0 OWNERSHIP OF DOCUMENTS

12.1 The CONSULTANT agrees that any and all 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 6.1. An electronic copy of all applicable deliverables, in a format designated by the COUNTY'S representative, shall be provided to the COUNTY.

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 same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this AGREEMENT. The CONSULTANT waives any copyright interest in said deliverables.

12.3 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.

12.4 The CONSULTANT may, at its sole expense, reproduce and maintain copies of deliverables provided to the COUNTY.

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITIES

13.1 The CONSULTANT, and sub-consultant(s), shall comply with Federal, State and Local statutes, ordinances and regulations and obtain permits, licenses, or other mandated approvals, whenever applicable.

13.2 The CONSULTANT, and sub-consultant(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 an unfair employment practice. The CONSULTANT, and sub-consultant(s), shall comply with 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).

13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT'S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.

13.5 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 the CONSULTANT'S services under this AGREEMENT.

13.6 **In accordance with the Vendor Information Reporting Act (35 ILCS 200/18-50.2),** the COUNTY is required to collect and electronically publish data from all consultants and subconsultants as to: (1) whether they are a minority-owned, women-owned or veteran-owned business as defined by the Business Enterprise for Minorities, Women and Persons with Disabilities Act (30 ILCS 575/.01 et seq.); and (2) whether the consultant or any subconsultants are self-certifying or whether they hold certifications for those above-referenced categories. If self-certifying, the consultants and subconsultants shall disclose whether they qualify as a small business under federal Small Business Administration standards. **In compliance**

with the Vendor Information Reporting Act, within 60 calendar days of the COUNTY'S award of the contract for work covered under this AGREEMENT, the awarded consultant, and each subconsultant, must complete the Awarded Vendor Questionnaire (found at https://mwv.dupageco.org/).

13.7 The CONSULTANT acknowledges knowledge of the COUNTY'S Procurement Ordinance, which is hereby incorporated in this AGREEMENT, and has had an opportunity to review it. The CONSULTANT agrees to submit changes for Scope of Work or compensation in accordance with said Ordinance.

14.0 MODIFICATION OR AMENDMENT

14.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties.

14.2 The CONSULTANT agrees to submit changes for Scope of Work or compensation on a COUNTY designated form.

15.0 TERM OF THIS AGREEMENT

15.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, 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 Section 16.0, or

(b) The expiration of this AGREEMENT on November 30, 2026, or to a new date agreed upon by the parties, or

(c) The completion by the CONSULTANT and the 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 or after the early termination of this AGREEMENT. The COUNTY is not liable and will not reimburse the CONSULTANT for any work performed after the expiration or termination date of the AGREEMENT. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for work

satisfactorily performed prior to expiration or termination of the AGREEMENT and delivered in accordance with Paragraph 6.1, above.

15.3 The term for performing this AGREEMENT may be amended by a Change Order, or other COUNTY designated form, signed by both parties without formal amendment pursuant to paragraph 14.1 above.

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 or without cause thirty (30) days after having served written notice upon the other party, except in the event of CONSULTANT'S failure to maintain suitable insurance at the requisite coverage amounts, insolvency, bankruptcy or receivership, or if the CONSULTANT is barred from contracting with any unit of government, or is subsequently convicted or charged with a violation of any of the statutes or ordinances identified in Section 13.0, above, in which case termination shall be effective immediately upon receipt of notice from COUNTY at COUNTY'S election.

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, or to pay for services rendered prior to termination. There shall be no termination expenses.

16.3 Upon termination of the AGREEMENT, all data, work products, reports and documents produced because of this AGREEMENT shall become the property of the COUNTY. Further, the CONSULTANT shall provide all deliverables within fourteen (14) days of termination of this AGREEMENT 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 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 Either party may assign this AGREEMENT provided, however, the other party shall first approve such assignment, in writing.

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.

19.2 In the event of the contingency described in Paragraph 19.1, above, the parties shall make a good faith effort to amend this AGREEMENT pursuant to Paragraph 14.1, above, in order to remedy and, or, replace any provision declared unenforceable or invalid.

20.0 GOVERNING LAW

20.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.

20.2 The venue for resolving any disputes concerning the parties' respective performance under this AGREEMENT shall be the Judicial Circuit Court for DuPage County.

21.0 NOTICES.

21.1 Any required notice shall be sent to the following addresses and parties:

Civil and Environmental Consultants, Inc.
1230 East Diehl Road
Suite 200
Naperville, IL 60540

ATTN: Brian Wozniak
Phone: 630-541-0619
Email: bwozniak@cecinc.com

DuPage County Department of Stormwater Management
421 N. County Farm Road
Wheaton, Illinois 60187
ATTN: Sarah Hunn, Director of Stormwater Management
Phone: 630-407-6676
Email: Sarah.Hunn@dupagecounty.gov

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; (8:00a.m.-4:30p.m. CST or CDT Monday–Friday); (b) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid; or (d) served by email transmission during regular business hours (8:00 a.m. – 4:30 p.m. CST or CDT Monday-Friday), return receipt requested. Notices served personally, by email 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 to 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 shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT and shall not 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 ACCESS TO PROPERTY

24.1 The CONSULTANT shall make a reasonable effort to obtain access to property of a third party necessary for the performance of its obligations under this AGREEMENT. If the CONSULTANT is unable to obtain access to the property, the COUNTY shall be responsible for securing access for the CONSULTANT. In the event the COUNTY cannot secure access for the CONSULTANT, the COUNTY shall excuse the CONSULTANT from the performance of any work that

necessitated such access. The CONSULTANT shall have no claim to compensation for any work excused under this provision. The COUNTY shall provide the CONSULTANT, upon the CONSULTANT'S request, proof of the COUNTY'S permission, or legal authority, to enter onto the property of a third party.

24.2 In the event of the following: a) it is necessary for the CONSULTANT to access the property of a third party in order for the CONSULTANT to perform its obligations under this AGREEMENT, and b) the COUNTY has obtained an easement, license or other grant of authority allowing the CONSULTANT to access such property; the CONSULTANT shall fully abide by and comply with the terms and conditions of said authorizing instrument as though the CONSULTANT were a signatory thereto.

25.0 QUALIFICATIONS

25.1 The CONSULTANT shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the work covered under this AGREEMENT, for which Illinois Statutes require license or registration, and further shall employ only well qualified persons in responsible charge of any elements of the work covered under this AGREEMENT, all subject to COUNTY approval.

25.2 Failure by the CONSULTANT to properly staff the PROJECT with qualified personnel shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for cancellation of this AGREEMENT.

25.3 The CONSULTANT shall require any sub-consultant(s) utilized for the PROJECT to employ qualified persons to be the same extent such qualifications are required of the CONSULTANT'S personnel. The COUNTY shall have the same rights under Paragraph 25.2 above, with respect to the CONSULTANT'S sub-consultant(s) being properly staffed while engaged in the PROJECT

IN WITNESS OF, the parties set their hands and seals as of the date first written above.

COUNTY OF DUPAGE	CIVIL & ENVIRONMENTAL CONSULTANTS, INC.
BY:_____	BY:_____
DEBORAH A. CONROY CHAIR DUPAGE COUNTY BOARD	BRIAN WOZNIAK
ATTEST:	ATTEST:
BY: _____	BY: _____
JEAN KACZMAREK COUNTY CLERK	NAME: TITLE:

EXHIBIT A

SCOPE OF WORK

This Exhibit includes the scope of work for providing on-call surveying services as needed in support of the DuPage County Stormwater Management Department's activities in watershed planning, floodplain mapping, project design, land acquisition, and operation and maintenance activities. Services may include the following:

- Preparation of project specific proposals with a relatively quick turnaround time
- Hydraulic structure surveys
- Topographic surveys
- Boundary surveys
- Settlement surveys
- Stream cross section surveys and Manning roughness calculations
- Resolution of discrepancies in monumentation
- Field survey data reduction
- Surveying of high water location/elevation following significant storm events
- Surveying of low-water entry elevations for houses
- Preparation of legal descriptions
- Preparation of exhibits specific to information obtained in the field
- Submit signed and sealed plats of survey, consistent with the requirements of DuPage County and/or Municipalities in which work is performed
- Other services as needed

EXHIBIT B

DELIVERABLES

The following deliverables will be submitted to the COUNTY before completion of the contract if applicable:

- Structure (culvert/bridge/weir) data on CD
- Cross-section data on CD
- Copies of field books, including traverse plots and closure calculations
- Photographs of structures and cross-sections
- Table describing horizontal and vertical control points
- Table survey or code descriptions
- Sketches
- Digital files of survey points
- Cross-section location maps
- Topographic mapping
- Plats of survey, signed and sealed
- Legal descriptions

THE COUNTY OF DU PAGE, ILLINOIS
1839

EXHIBIT C

SCHEDULE OF FEES AND HOURLY RATES FOR CONSULTANT'S STAFF

The CONSULTANT will bill the COUNTY for all tasks, assignments, and work performed in accordance with the following schedule of Fees and Hourly Rates, as applicable.

CIVIL AND ENVIRONMENTAL CONSULTANTS, INC.

	PAYROLL TITLE	HOURLY RATE (LOW)	HOURLY RATE (HIGH)
1	Senior Principal	$88.86	$90.00
2	Principal	$82.61	$84.26
3	Senior Project Manager	$66.85	$71.11
4	Project Manager II	$51.47	$51.47
5	Project Manager I	$50.08	$58.00
6	Design Technology Manager	$68.58	$68.58
7	Field Services Manager	$39.67	$39.67
8	Assistant Project Manager	$36.72	$46.58
9	Senior Designer	$53.35	$53.35
10	Senior Technician	$50.24	$50.24
11	Survey Technician IV	$33.71	$51.00
12	Survey Technician III	$31.79	$36.40
13	Survey Technician II	$23.48	$30.42
14	Survey Technician I	$19.85	$24.00
15	Administrative Manager	$43.64	$43.64
16	Administrative Assistant	$22.00	$26.60

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:	Civil & Environmental Consultants, Inc.
CONTACT PERSON:	Tim Murphy
CONTACT EMAIL:	tim.murphy@cecinc.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: Tim Murphy Signature: [redacted]

Title: Principal Date: October 16, 2025

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

File #: TE-P-0018-25 **Agenda Date:** 11/4/2025 **Agenda #:** 7.G.1.

AWARDING RESOLUTION ISSUED TO
VERIZON WIRELESS
FOR WIRELESS TABLET AND MACHINE-TO-MACHINE SERVICES
FOR SHERIFF, DEPARTMENT OF TRANSPORTATION,
STORMWATER, AND PUBLIC WORKS
(CONTRACT TOTAL AMOUNT $33,510.00)

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 wireless tablet and machine-to-machine services; and

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and the State of Illinois Master Contract #CMS793372P, the County of DuPage will contract with Verizon Wireless; and

WHEREAS, the Technology Committee recommends County Board approval for the issuance of a contract to Verizon Wireless, for wireless tablet and machine-to-machine services, for the period of November 16, 2025 through September 30, 2026, for Sheriff, Department of Transportation, Stormwater, and Public Works.

NOW, THEREFORE BE IT RESOLVED, that County contract, covering said for wireless tablet and machine-to-machine services, for the period of November 16, 2025 through September 30, 2026, for Sheriff, Department of Transportation, Stormwater, and Public Works, be, and it is hereby approved for issuance of a contract by the Procurement Division to Verizon Wireless, 254 Congress Dr., New Lenox, IL 60451, for a contract total amount not to exceed $33,510.00, per contract pursuant to the State of Illinois Master Contract #CMS793372P.

Enacted and approved this 12th day of November, 2025 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#: 25-2466	RFP, BID, QUOTE OR RENEWAL #: State of IL Master Contract #C	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: $33,510.00
COMMITTEE: TECHNOLOGY	TARGET COMMITTEE DATE: NOV 4, 2025	PROMPT FOR RENEWAL: 6 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: $33,510.00
	CURRENT TERM TOTAL COST: $33,510.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		*Department Information*	
VENDOR: Verizon Wireless	VENDOR #: 10597	DEPT: IT	DEPT CONTACT NAME: Joe Bulaga
VENDOR CONTACT: Jeremy Timm	VENDOR CONTACT PHONE: 847-946-3125	DEPT CONTACT PHONE #: 630-407-5151	DEPT CONTACT EMAIL: Joseph.Bulaga@dupagecounty.gov
VENDOR CONTACT EMAIL: jeremy.timm@verizon.com	VENDOR WEBSITE:	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.).
Wireless tablet and machine-to-machine services using pricing on the State of Illinois Master Contract #CMS793372P.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
The Verizon wireless data services associated with this request are used by DOT, Stormwater, Public Works, and Sheriff. The primary use with the data services is in the M2M connectivity for the monitoring of traffic intersections for DOT and Stormwater locations across the County. There are also department engineers using Verizon data services on their tablets to collect and send information while working in the field. There are no voice services associated with this service.

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. Purchase in compliance with Governmental Joint Purchasing ACT, 30 ILCS 525/2 (State of Illinois Master Contract #CMS793372P).
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) Staff recommends we continue using Verizon Wireless data service to maintain business continuity. 2) Discontinue service and migrate to another provider, which would impact business continuity.

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			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: Verizon Wireless	Vendor#: 10597	Dept: IT	Division:
Attn: Jeremy Timm	Email: jeremy.timm@verizon.com	Attn: Sarah Godzicki	Email: ITAP@dupagecounty.gov
Address: 254 Congress Dr.	City: New Lenox	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60451	State: IL	Zip: 60187
Phone: 847-946-3125	Fax:	Phone: 630-407-5037	Fax:
Send Payments To:		*Ship to:*	
Vendor: Verizon Wireless	Vendor#: 10597	Dept: IT	Division:
Attn:	Email:	Attn: Joe Bulaga	Email: Joseph.Bulaga@dupagecounty.gov
Address: P.O. Box 25505	City: Lehigh Valley	Address: 421 N. County Farm Road	City: Wheaton
State: PA	Zip: 18002-5505	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-5151	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Nov 16, 2025	Contract End Date (PO25): Sep 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		Wireless Services - Sheriff	FY25	1000	4400	53260		140.00	140.00
2	1	EA		Wireless Services - Stormwater	FY25	1600	3000	53260		645.00	645.00
3	1	EA		Wireless Services - DOT - Highway	FY25	1500	3510	53260		905.00	905.00
4	1	EA		Wireless Services - Public Works	FY25	2000	2665	53260		1,000.00	1,000.00
5	1	EA		Wireless Services - Public Works	FY25	2000	2555	53260		1,000.00	1,000.00
6	1	EA		Wireless Services - Public Works	FY25	2000	2640	53260		500.00	500.00
7	1	EA		Wireless Services - Sheriff	FY26	1000	4400	53260		1,385.00	1,385.00
8	1	EA		Wireless Services - Stormwater	FY26	1600	3000	53260		6,420.00	6,420.00
9	1	EA		Wireless Services - DOT - Highway	FY26	1500	3510	53260		9,015.00	9,015.00
10	1	EA		Wireless Services - Public Works	FY26	2000	2665	53260		4,000.00	4,000.00
11	1	EA		Wireless Services - Public Works	FY26	2000	2555	53260		5,500.00	5,500.00
12	1	EA		Wireless Services - Public Works	FY26	2000	2640	53260		3,000.00	3,000.00

FY is required, ensure the correct FY is selected.

Requisition Total $ 33,510.00

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. Please send PO to Sarah Godzicki & Joe Bulaga and copy both when emailing PO to vendor. Please add "First Invoice Allowed" date of 11/01/2025.
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.

STATE OF ILLINOIS
CONTRACT AMENDMENT

The undersigned Agency and Vendor, Cellco Partnership dba Verizon Wireless, (the Parties) agree that the following shall amend the Contract referenced herein. All terms and conditions set forth in the original Contract, not amended herein, shall remain in full force and effect as written. In the event of conflict, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the Agency and the Vendor cause this Amendment to be executed on the dates shown below by representatives authorized to bind the respective PARTIES.

VENDOR

Vendor Name: Cellco Partnership d/b/a Verizon Wireless	Address: One Verizon Way, Basking Ridge NJ 07920
Signature: Signature on File	Phone: 240-280-3561
Printed Name: Clifton G. Miller	Fax: NA
Title: Sr. Director – Contract Management	Email: Clifton.Miller@verizonwireless.com
Date: 09/04/2025	

STATE OF ILLINOIS

Procuring Agency: Department of Innovation and Technology	Phone:
Street Address: 120 W Jefferson Street	ALL NOTICES TO: Email: DoIT.ITPO.Communications@lllinois.gov and DoIT.GeneralCounsel@lllinois.gov
City, State ZIP: Springfield, IL 62702	
Official Signature: Signature on File	Date: 09/25/2025
Printed Name: Brandon Ragle	
Official's Title: Acting Secretary	
Legal Signature: Signature on File	Date: 09/24/2025
Legal Printed Name: Radhika Lakhani	
Legal's Title: General Counsel	
Fiscal Signature: Signature on File	Date: 09/24/2025
Fiscal's Printed Name: Mary Feagans	
Fiscal's Title: Chief Fiscal Officer	

Reviewed as to legal clause sufficiency:
WAW 9/4/25

STATE USE ONLY **NOT PART OF CONTRACTUAL PROVISIONS**

PBC# 22037605 Project Title JPMC Verizon Wireless Voice, Data, Equip

Contract # CMS793372P Procurement Method (IFB, RFP, Small, etc): RFP

IPB Ref. # 22037605 IPB Publication Date: 12/11/2015 Award Code: B

Subcontractor Utilization? X Yes ☐ No Subcontractor Disclosure? X Yes ☐ No

Funding Source JPMC Obligation # 9100000592

CPO 33 – General Counsel Approval:

Signature Printed Name Date

1. **CONTRACT DESCRIPTION** (including Original Purchase Order or Contract Number): The Illinois Department of Innovation and Technology and Cellco Partnership dba Verizon Wireless are amending Contract# P-4622/ CMS793372P, JPMC Verizon Wireless Voice, Data, Equipment, a contract to provide wireless voice and data services and equipment..

2. **CHANGE ORDER**: Is this amendment a change order as defined in 30 ILCS 500/1-15.12 and 720 ILCS 5/33E?

   ☒ Yes ☐ No

3. **DESCRIPTION OF AMENDMENT** (Check all that apply, complete blanks and explain as necessary):

   3.1. The completion date will be ☒ extended, ☐ shortened or ☐ remain the same.

   3.1.1. Original completion date: October 3, 2025.

   3.1.2. Revised completion date: October 2, 2026.

   3.2. The method of determining compensation (e.g., hourly rate, fixed fee, etc.) will ☒ stay the same.

   3.3. The cost will be ☐ increased, ☐ decreased or ☒ remain the same.

   3.4. The supplies or services to be provided will ☒ stay the same.

   3.5. Subcontractors are being ☐ added, ☐ deleted, or ☒ remain the same.

   3.5.1. All contracts with the subcontractors identified above must include the Standard Illinois Certifications.

   3.5.2. If the annual value of any of the subcontracts is more than $100,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.

   3.5.3. If the subcontractor is registered in the Illinois Procurement Gateway (IPG) and the Vendor is using the subcontractor's Standard Illinois Certifications or Financial Disclosures and Conflicts of Interest from the IPG, then the Vendor must also provide a completed IPG Active Registered Vendor Disclosure (formerly named Forms B) for the subcontractor.

   3.5.4. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor will be required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. Any subcontracts entered into prior to award of the Contract are done at the Vendor's and subcontractor's risk.

4. **EFFECTIVE DATE OF AMENDMENT**: Last Date of Execution.

STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER

I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: Cellco Partnership

Business Name: dba Verizon Wireless

Taxpayer Identification Number:

Social Security Number:

or

Employer Identification Number : 22-3372889

Legal Status (check one):

☐ Individual	☐ Governmental
☐ Sole Proprietor	☐ Nonresident alien
☒ Partnership	☐ Estate or trust
☐ Legal Services Corporation	☐ Pharmacy (Non-Corp.)
☐ Tax-exempt	☐ Pharmacy/Funeral Home/Cemetery (Corp.)
☐ Corporation providing or billing medical and/or health care services	☐ Limited Liability Company (select applicable tax classification)
☐ Corporation NOT providing or billing medical and/or health care services	☐ D = disregarded entity ☐ C = corporation ☐ P = partnership

Signature of Authorized Representative: Signature on File

Date: 09/04/2025

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:	119-448DOIT-ADMIN-P-4622
COMPANY NAME:	Cellco Partnership d/b/a Verizon Wireless
CONTACT PERSON:	Jeremy Timm
CONTACT EMAIL:	jeremy.timm@verizonwireless.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
None to the best of our knowledge.				

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: Clifton Miller, Jr. Signature: Signature on File

Title: Senior Director - Contract Management Date: October 10, 2025

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

File #: TE-P-0019-25 **Agenda Date:** 11/4/2025 **Agenda #:** 7.G.2.

AWARDING RESOLUTION ISSUED TO
CDW GOVERNMENT
FOR MICROSOFT ENTERPRISE AGREEMENT
FOR INFORMATION TECHNOLOGY
(CONTRACT TOTAL AMOUNT $4,095,838.65)

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 Microsoft Enterprise Agreement; and

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and the State of Illinois Master Agreement #8250858, the County of DuPage will contract with CDW Government; and

WHEREAS, the Technology Committee recommends County Board approval for the issuance of a contract to CDW Government, for Microsoft Enterprise Agreement, for the period of December 1, 2025 through November 30, 2028, for Information Technology.

NOW, THEREFORE BE IT RESOLVED, that County contract, covering said for Microsoft Enterprise Agreement, for the period of December 1, 2025 through November 30, 2028, for Information Technology, be, and it is hereby approved for issuance of a contract by the Procurement Division to CDW Government, 230 N. Milwaukee Ave., Vernon Hills, IL 60061, for a contract total amount not to exceed $4,095,838.65, per contract pursuant to the State of Illinois Master Agreement #8250858.

Enacted and approved this 12th day of November, 2025 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#: 25-2467	RFP, BID, QUOTE OR RENEWAL #: CDW Quote	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: $4,095,838.65
COMMITTEE: TECHNOLOGY	TARGET COMMITTEE DATE: 10/21/2025	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: $4,095,838.65
	CURRENT TERM TOTAL COST: $4,095,838.65	MAX LENGTH WITH ALL RENEWALS: THREE YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		*Department Information*	
VENDOR: CDW-G	VENDOR #: 10667	DEPT: Information Technology	DEPT CONTACT NAME: Joe Hamlin
VENDOR CONTACT: Meagan McKone	VENDOR CONTACT PHONE: 312-705-9502	DEPT CONTACT PHONE #: 630-407-5000	DEPT CONTACT EMAIL: joe.hamlin@dupagecounty.gov
VENDOR CONTACT EMAIL: MeaganM@cdwg.com	VENDOR WEBSITE: www.cdwg.com	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.).
We are requesting that we enter into a new 3 year agreement to keep our Microsoft licensing active. This agreement was procured using the State of Illinois Master Agreement #8250858, which was awarded to CDW-G.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
This procurement is vital to keep the county running. All of our users utilize the Microsoft system on a daily basis to complete job tasks. The Enterprise agreement includes all Windows server and Windows desktop licensing, in addition to all Office licensing.

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. We utilized the State of Illinois contract for Microsoft licensing.
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. Enter into the Enterprise Agreement and keep the county functioning. 2. Take no action, leaving county staff unable to accomplish daily job tasks.

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			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: CDW Government	Vendor#: 312-705-9502	Dept: Information Technology	Division:
Attn: Maegan McKone	Email: Meaganm@cdwg.com	Attn: Sarah Godzicki	Email: ITAP@dupagecounty.gov
Address: 230 N. Milwaukee Ave.	City: Vernon Hills	Address: 421 N. County Farm Rd.	City: Wheaton
State: IL	Zip: 60061	State: IL	Zip: 60187
Phone: 312-705-9093	Fax:	Phone: 630-407-5037	Fax:
Send Payments To:		*Ship to:*	
Vendor: CDW Government	Vendor#: 312-705-9502	Dept: Information Technology	Division:
Attn:	Email:	Attn: Joe Hamlin	Email: Joe.Hamlin@dupagecounty.gov
Address: 75 Remittance Drive	City: Chicago	Address: 421 N. County Farm Rd.	City: Wheaton
State: IL	Zip: 60675-1515	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-5000	Fax:
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, 2028

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	EA Year 1	Microsoft licenses for DuPage County	FY26	1000	1110	53807		1,365,279.55	1,365,279.55
2	1	EA	EA Year 2	Microsoft licenses for DuPage County	FY27	1000	1110	53807		1,365,279.55	1,365,279.55
3	1	EA	EA Year 3	Microsoft licenses for DuPage County	FY28	1000	1110	53807		1,365,279.55	1,365,279.55
FY is required, ensure the correct FY is selected.										Requisition Total	$ 4,095,838.65

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. Please send PO to Sarah Godzicki & Joe Hamlin and copy both when emailing PO to vendor.
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.

CDW Government, LLC
Microsoft Enterprise 6.6 Agreement Pricing

Date 9/17/25
Account Manager Meagan

Enterprise Quote for

DuPage County Procurement Services

VSL Specialist Mike Buckley
Channel Price Sheet Month Sept

Quote Valid until 12/1/2025

Annual Payment
Customer to make three annual payments to CDW-G

Microsoft Part #	Description	Level	Quantity	Year 1 Price	Year 1 Extended	Year 2 Price	Year 2 Extended	Year 3 Price	Year 3 Extended
	Online Services - Lead Enrollment								
AAD-34700	M365 G3 Unified FSA Renewal GCC Sub Per User	D	1,135	$ 337.70	$ 383,289.50	$ 337.70	$ 383,289.50	$ 337.70	$ 383,289.50
AAD-34704	M365 G3 Unified FUSL GCC Sub Per User	D	500	$ 397.27	$ 198,635.00	$ 397.27	$ 198,635.00	$ 397.27	$ 198,635.00
8RI-00005	M365 G5 eDiscovery & Audit GCC Sub Add-on	D	1,635	$ 56.30	$ 92,050.50	$ 56.30	$ 92,050.50	$ 56.30	$ 92,050.50
AAL-45735	M365 G5 GCC Sub Per User	D	10	$ 629.01	$ 6,290.10	$ 629.01	$ 6,290.10	$ 629.01	$ 6,290.10
AAD-63092	M365 F3 Unified GCC Sub Per User	D	58	$ 85.65	$ 4,967.70	$ 85.65	$ 4,967.70	$ 85.65	$ 4,967.70
VWN-00001	M365 F5 eDiscovery & Audit GCC Sub Add-on	D	58	$ 42.76	$ 2,480.08	$ 42.76	$ 2,480.08	$ 42.76	$ 2,480.08
EP2-24658	M365 Copilot GCC Sub Add-on	D	30	$ 376.20	$ 11,286.00	$ 376.20	$ 11,286.00	$ 376.20	$ 11,286.00
8S2-00003	Copilot Studio Legacy USL GCC Sub Per User	D	6	$ -	$ -	$ -	$ -	$ -	$ -
7E7-00001	Planner & Project P3 FSA GCC Renewal Sub Per User	D	11	$ 239.26	$ 2,631.86	$ 239.26	$ 2,631.86	$ 239.26	$ 2,631.86
7MS-00001	Planner & Project P3 GCC Sub Per User	D	9	$ 281.40	$ 2,532.60	$ 281.40	$ 2,532.60	$ 281.40	$ 2,532.60
1O5-00001	Power Automate Premium GCC Sub Per User	D	3	$ 165.53	$ 496.59	$ 165.53	$ 496.59	$ 165.53	$ 496.59
6U1-00004	Power BI Premium USL GCC Sub Per User	D	2	$ 206.41	$ 412.82	$ 206.41	$ 412.82	$ 206.41	$ 412.82
DDJ-00001	Power BI Pro GCC Sub Per User	D	4	$ 103.08	$ 412.32	$ 103.08	$ 412.32	$ 103.08	$ 412.32
P3U-00001	Visio P2 GCC Sub Per User	D	50	$ 140.70	$ 7,035.00	$ 140.70	$ 7,035.00	$ 140.70	$ 7,035.00
	Tenant ID: DuPage County Sheriff			$ -					
AAD-34700	M365 G3 Unified FSA Renewal GCC Sub Per User	D	550	$ 337.70	$ 185,735.00	$ 337.70	$ 185,735.00	$ 337.70	$ 185,735.00
AAD-34704	M365 G3 Unified FUSL GCC Sub Per User	D	35	$ 397.27	$ 13,904.45	$ 397.27	$ 13,904.45	$ 397.27	$ 13,904.45
P3U-00001	Visio P2 GCC Sub Per User	D	1	$ 140.70	$ 140.70	$ 140.70	$ 140.70	$ 140.70	$ 140.70
	Software Assurance Products			$ -					
9GS-00135	CIS Suite Datacenter Core ALng SA 2L	D	136	$ 188.85	$ 25,683.60	$ 188.85	$ 25,683.60	$ 188.85	$ 25,683.60
9GA-00313	CIS Suite Standard Core ALng SA 2L	D	96	$ 40.25	$ 3,864.00	$ 40.25	$ 3,864.00	$ 40.25	$ 3,864.00
359-00961	SQL CAL ALng SA User CAL	D	30	$ 38.75	$ 1,162.50	$ 38.75	$ 1,162.50	$ 38.75	$ 1,162.50
228-04433	SQL Server Standard ALng SA	D	2	$ 166.66	$ 333.32	$ 166.66	$ 333.32	$ 166.66	$ 333.32
7JQ-00343	SQL Server Enterprise Core ALng SA 2L	D	48	$ 2,552.14	$ 122,502.72	$ 2,552.14	$ 122,502.72	$ 2,552.14	$ 122,502.72
7NQ-00292	SQL Server Standard Core ALng SA 2L	D	120	$ 665.62	$ 79,874.40	$ 665.62	$ 79,874.40	$ 665.62	$ 79,874.40
QEJ-00003	Visual Studio Ent with GitHub ALng SA	D	12	$ 1,106.66	$ 13,279.92	$ 1,106.66	$ 13,279.92	$ 1,106.66	$ 13,279.92
QEK-00003	Visual Studio Pro with GitHub ALng SA	D	3	$ 317.01	$ 951.03	$ 317.01	$ 951.03	$ 317.01	$ 951.03
6VC-01254	Win Remote Desktop Services CAL ALng SA UCAL	D	350	$ 26.84	$ 9,394.00	$ 26.84	$ 9,394.00	$ 26.84	$ 9,394.00
9EA-00039	Win Server DC Core ALng LSA 2L	D	34	$ 348.53	$ 11,850.02	$ 348.53	$ 11,850.02	$ 348.53	$ 11,850.02
9EA-00278	Win Server DC Core ALng SA 2L	D	42	$ 142.96	$ 6,004.32	$ 142.96	$ 6,004.32	$ 142.96	$ 6,004.32
9EM-00270	Win Server Standard Core ALng SA 2L	D	210	$ 21.95	$ 4,609.50	$ 21.95	$ 4,609.50	$ 21.95	$ 4,609.50
	Azure			$ -					
6QK-00001-12-SLG	Azure prepayment	D	45	$ 1,254.00	$ 56,430.00	$ 1,254.00	$ 56,430.00	$ 1,254.00	$ 56,430.00
6QK-00001-36-SLG	Azure prepayment	D	32	$ 3,657.50	$ 117,040.00	$ 3,657.50	$ 117,040.00	$ 3,657.50	$ 117,040.00
J5U-00004-12-SLG	AzureprepaymentG ShrdSvr ALNG SubsVL MVL Commit Provision	D	1	$ -	$ -	$ -	$ -	$ -	$ -
				Total	**$ 1,365,279.55**	**Total**	**$ 1,365,279.55**	**Total**	**$ 1,365,279.55**
				Three Year Total	**$ 4,095,838.65**				

Notes

No Tax Referenced
EA Renewal - 8020472
New Enrollment Start Date: 12/1/2025
State Master Agreement: 8250858
IL Sourcewell Contract

Terms and Conditions of sales and services projects are governed by the terms at:
http://www.cdwg.com/content/terms-conditions/product-sales.aspx

TERMS AND CONDITIONS

SALES AND SERVICE PROJECTS

PLEASE READ THESE TERMS AND CONDITIONS VERY CAREFULLY

THE TERMS AND CONDITIONS OF PRODUCT SALES AND SERVICE PROJECTS ARE LIMITED TO THOSE CONTAINED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS IN ANY FORM DELIVERED BY YOU ("CUSTOMER") ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM IS HEREBY GIVEN.

BY ACCEPTING DELIVERY OF THE PRODUCTS OR BY ENGAGING THE CDW AFFILIATE IDENTIFED ON THE INVOICE, STATEMENT OF WORK OR OTHER CDW DOCUMENTATION ("SELLER") TO PROVIDE PRODUCT OR PERFORM OR PROCURE ANY SERVICES, CUSTOMER AGREES TO BE BOUND BY AND ACCEPTS THESE TERMS AND CONDITIONS, UNLESS CUSTOMER AND SELLER HAVE SIGNED A SEPARATE AGREEMENT, IN WHICH CASE THE SEPARATE AGREEMENT WILL GOVERN.

ANY GENERAL DESCRIPTION OF THE TYPES OF PRODUCTS OR SERVICES AND RESULTS THEREOF POSTED ON ANY SELLER WEBSITE OR MOBILE APPLICATION DO NOT CONSTITUTE PART OF THE AGREEMENT BETWEEN SELLER AND CUSTOMER.

Important Information About These Terms and Conditions

These Terms and Conditions constitute a binding contract between Customer and Seller and are referred to herein as either "Terms and Conditions" or this "Agreement". Customer accepts these Terms and Conditions by making a purchase from or placing an order with Seller or shopping on any Seller Website or Mobile Application (each, a "Site") or otherwise requesting products (the “Products”) or engaging Seller to perform or procure any Services (as this and all capitalized terms are defined herein). These Terms and Conditions are subject to change without

prior notice, except that the Terms and Conditions posted on a Site at the time Customer places an order or signs a Statement of Work will govern the order in question unless otherwise agreed in writing by Seller and Customer.

Customer consents to receiving electronic records, which may be provided via a Web browser or e-mail application connected to the Internet; individual consumers may withdraw consent to receiving electronic records or have the record provided in non-electronic form by contacting Seller. In addition, Internet connectivity requires access services from an Internet access provider. Contact your local access provider for details. Electronic signatures (or copies of signatures sent via electronic means) are the equivalent of written and signed documents.

Customer may issue a purchase order for administrative purposes only. Additional or different terms and conditions contained in any such purchase order will be null and void. No course of prior dealings between the parties and no usage of trade will be relevant to determine the meaning of these Terms and Conditions or any purchase order or invoice, or any document in electronic or written form that is signed and delivered by each of the parties for the performance of Services other than Third Party Services (each, a “Statement of Work”). This Agreement contains the entire understanding of the parties with respect to the matters contained herein and supersedes and replaces in its entirety any and all prior communications and contemporaneous agreements and understandings, whether oral, written, electronic or implied, if any, between the parties with respect to the subject matter hereof.

Governing Law

THESE TERMS AND CONDITIONS, ANY STATEMENTS OF WORK, THE SERVICES HEREUNDER AND ANY SALE OF PRODUCTS HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAWS RULES. ANY ARBITRATION, ENFORCEMENT OF AN ARBITRATION OR LITIGATION WILL BE BROUGHT EXCLUSIVELY IN COOK COUNTY, ILLINOIS, AND CUSTOMER CONSENTS TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED THEREIN, SUBMITS TO THE JURISDICTION THEREOF AND WAIVES THE RIGHT TO CHANGE VENUE. CUSTOMER FURTHER CONSENTS TO THE EXERCISE OF PERSONAL JURISDICTION BY ANY SUCH COURT WITH RESPECT TO ANY SUCH PROCEEDING. Except in the case of nonpayment, neither party may institute any action in any form arising out of these Terms and Conditions more than one (1) year after the cause of action has arisen. The rights and remedies provided Seller under these Terms and Conditions are cumulative, are in addition to, and do not limit or prejudice any other right or remedy available at law or in equity.

Title; Risk of Loss

If Customer provides Seller with Customer’s carrier account number or selects a carrier other than a carrier that regularly ships for Seller, title to Products and risk of loss or damage during shipment pass from Seller to Customer upon delivery to the carrier (F.O.B. Origin, freight collect). For all other shipments, title to Products and risk of loss or damage during shipment pass from Seller to Customer upon delivery to the specified destination (F.O.B. Destination, freight prepaid and added). Notwithstanding the foregoing, title to software will remain with the applicable licensor(s), and Customer's rights therein are contained in the license agreement between such licensor(s) and Customer.

Services

Customers may order services (collectively, "Services") from or through Seller from time to time. Certain Services may be provided by third parties, including, but not limited to, extended warranty service by manufacturers, and are sold by Seller as distributor or sales agent ("Third Party Services").

In the case of Third Party Services, Customer shall consider the third party to be the contracting party and the third party shall be the party responsible for providing the services to the Customer and Customer will look solely to the third party for any loss, claims or damages arising from or related to the provision of such Third Party Services. Customer and Customer's Affiliates (defined below) hereby release Seller and Seller's Affiliates (defined below) from any and all claims arising from or relating to the purchase or provision of any such Third Parties Services. Any amounts, including, but not limited to, taxes, associated with Third Party Services which may be collected by Seller will be collected solely in the capacity as an independent sales agent. For purposes of this Agreement (a) "Affiliate" means, with respect to Seller, entities that Control, are Controlled by, or are under common Control with Seller; and, with respect to Customer, entities both that Control are Controlled by, or are under common Control with Customer, and (b) "Control" or "Controlled" means the possession, directly or indirectly, of the power to direct or cause the direction of the affairs of another whether by ownership of shares, ability to appoint officers, contract or otherwise.

Where Services are ordered in a Statement of Work, each Statement of Work hereby incorporates these Terms and Conditions and constitutes a separate agreement with respect to the Services performed. Seller, or any of its Affiliates on behalf of Seller, may execute a Statement of Work. In the event of an addition to or a conflict between any term or condition of the Statement of Work and these Terms and Conditions, these Terms and Conditions will control, except as expressly amended in the applicable Statement of Work by specific reference to this Agreement. Each such amendment will be applicable only with respect to such Statement of Work and not to future Statements of Work. Changes to the scope of the Services described in a Statement of Work will be made only in a writing executed by authorized representatives of both parties. Seller will have no obligation to commence work in connection with any such change, unless and until the change is agreed upon in that writing executed by both parties. All such changes to the scope of the Services will be governed by these Terms and Conditions and the applicable Statement of Work. Each Statement of Work may be signed in separate counterparts each of which shall be deemed an original and all of which together will be deemed to be one original.

Cooperation

In addition to any specific Customer duties set forth in any applicable Statement of Work, Customer agrees to cooperate with Seller in connection with performance of the Services by providing: (i) timely responses to Seller's inquiries and requests for approvals and authorizations, (ii) access to any information or materials reasonably requested by Seller which are necessary or useful as determined by Seller in connection with providing the Services, including, but not limited to, physical and computer access to Customer's computer systems, and (iii) all Required Consents necessary for Seller to provide the Services. "Required Consents" means consents or approvals required to give Seller, its Affiliates, and its and their subcontractors the right or license to access, use and modify all data and third-party products. Customer acknowledges and agrees that the Services are dependent upon the completeness and accuracy of information provided by Customer and the knowledge and cooperation of the agents, employees or subcontractors ("Personnel") engaged or appointed by Customer who are selected by Customer to work with Seller.

Seller will follow all reasonable Customer security rules and procedures, as communicated in writing by Customer to Seller from time to time.

Access

Seller may perform the Services at Customer's place of business, at Seller's own facilities or such other locations as Seller and Customer deem appropriate. When the Services are performed at Customer's premises, Seller will attempt to perform such Services within Customer's normal business hours unless otherwise jointly agreed to by the parties. Customer will also provide Seller access to Customer's staff and any other Customer resources (and when the Services are provided at another location designated by Customer, the staff and resources at such location) that Seller determines are useful or necessary for Seller to provide the Services. When the Services are provided on Customer's premises or at another location designated by Customer, Customer agrees to maintain adequate insurance coverage to protect Seller and Customer's premises and to indemnify and hold Seller and its Affiliates, and its and their agents and employees harmless from any loss, cost, damage or expense (including, but not limited to, attorneys' fees and expenses) arising out of any product liability, death, personal injury or property damage or destruction occurring at such location in connection with the performance of the Services, other than solely as a result of Seller's gross negligence or willful misconduct.

Payment

Orders are not binding upon Seller until accepted by Seller. Customer agrees to pay the total purchase price for the Products plus shipping (to the extent shipping is not prepaid by Customer), including shipping charges that are billed to Seller as a result of using Customer's carrier account number. Terms of payment are within Seller's sole discretion. In connection with Services being performed pursuant to a Statement of Work, Customer will pay for the Services in the amounts and in accordance with any payment schedule set forth in the applicable Statement of Work. If no payment schedule is provided, Customer will pay for the Services as invoiced by Seller. Invoices are due and payable within the time period specified on the invoice, measured from the date of invoice, subject to continuing credit approval by Seller. Seller, or any of its Affiliates on behalf of Seller may issue an invoice to Customer. Seller may invoice Customer separately for partial shipments, and Seller may invoice Customer for all of the Services described in a Statement of Work or any portion thereof. Customer agrees to pay interest on all past-due sums at the lower of one and one-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay for, and will indemnify and hold Seller and its Affiliates harmless from, any applicable sales, use, transaction, excise or similar taxes and any federal, state or local fees or charges (including, but not limited to, environmental or similar fees), imposed on, in respect of or otherwise associated with any Statement of Work, the Products or the Services. Customer must claim any exemption from such taxes, fees or charges at the time of purchase and provide Seller with the necessary supporting documentation. In the event of a payment default, Customer will be responsible for all of Seller’s costs of collection, including, but not limited to, court costs, filing fees and attorneys’ fees. In addition, if payments are not received as described above, Seller reserves the right to suspend Services until payment is received. Customer hereby grants to Seller a security interest in the Products to secure payment in full. Customer authorizes Seller to file a financing statement reflecting such security interest. Except as otherwise specified on an applicable Statement of Work, Customer will reimburse Seller for all reasonable out-of-pocket expenses incurred by Seller in connection with the performance of the Services, including, but not limited to, travel and living expenses.

Export Sales

If this transaction involves an export of items (including, but not limited to, commodities, software or technology) subject to the Export Administration Regulations, such items were exported from the United States by Seller in accordance with the Export Administration Regulations. Customer agrees that it will not divert, use, export or re-export such items contrary to United States law. Customer expressly acknowledges and agrees that it will not export, re-export, or provide such items to any entity or person within any country that is subject to United States economic sanctions imposing comprehensive embargoes without obtaining prior authorization from the United States Government. The list of such countries subject to United States economic sanctions or embargoes may change from time to time but currently includes Cuba, Iran, Sudan, and Syria. Customer also expressly acknowledges and agrees that it will not export, re-export, or provide such items to entities and persons that are ineligible under United States law to receive such items, including but not limited to, any person or entity on the United States Treasury Department's list of Specially Designated Nationals or on the United States Commerce Department's Denied Persons List, Entity List, or Unverified List. In addition, manufacturers' warranties for exported Products may vary or may be null and void for Products exported outside the United States.

Warranties

Customer understands that Seller is not the manufacturer of the Products purchased by Customer hereunder and the only warranties offered are those of the manufacturer, not Seller or its Affiliates. In purchasing the Products, Customer is relying on the manufacturer's specifications only and is not relying on any statements, specifications, photographs or other illustrations representing the Products that may be provided by Seller or its Affiliates. SELLER AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY. Customer expressly waives any claim that it may have against Seller or its Affiliates based on any product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property rights (each a "Claim") with respect to any Product and also waives any right to indemnification from Seller or its Affiliates against any such Claim made against Customer by a third party. Customer acknowledges that no employee of Seller or its Affiliates is authorized to make any representation or warranty on behalf of Seller or any of its Affiliates that is not in this Agreement.

Seller makes no warranties to the Customer and the Customer hereby acknowledges that Seller makes no warranties in regard to the applicability of all laws and regulations affecting, without limitation the manufacture, performance, sale, packaging and labelling of the Products which are in force within the Customer's territory.

Customer further acknowledges and agrees that Seller makes no representations, warranties or assurances that the Products are designed for or suitable for use in any high risk environment, including but not limited to aircraft or automobile safety devices or navigation, life support systems or medical devices, nuclear facilities, or weapon systems, and Customer agrees to indemnify Seller in connection with any such use of the

Products. Customer further agrees to review and comply with the manufacture's disclaimers and restrictions regarding the use of the Products in high risk environments.

Seller warrants that the Services will be performed in a good and workmanlike manner. Customer's sole and exclusive remedy and Seller's entire liability with respect to this warranty will be, at the sole option of Seller, to either (a) use its reasonable commercial efforts to reperform or cause to be reperformed any Services not in substantial compliance with this warranty or (b) refund amounts paid by Customer related to the portion of the Services not in substantial compliance; provided, in each case, Customer notifies Seller in writing within five (5) business days after performance of the applicable Services. EXCEPT AS SET FORTH HEREIN OR IN ANY STATEMENT OF WORK THAT EXPRESSLY AMENDS SELLER'S WARRANTY, AND SUBJECT TO APPLICABLE LAW, SELLER MAKES NO OTHER, AND EXPRESSLY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, CONDITIONS OR COVENANTS, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DURABILITY, TITLE, ACCURACY OR NON-INFRINGEMENT) ARISING OUT OF OR RELATED TO THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY RELATING TO THIRD PARTY SERVICES, ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN PERFORMING SERVICES AND ANY WARRANTY CONCERNING THE RESULTS TO BE OBTAINED FROM THE SERVICES. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. CUSTOMER ACKNOWLEDGES THAT NO REPRESENTATIVE OF SELLER OR OF ITS AFFILIATES IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF SELLER OR ANY OF ITS AFFILIATES THAT IS NOT IN THIS AGREEMENT OR IN A STATEMENT OF WORK EXPRESSLY AMENDING SELLER'S WARRANTY.

Customer shall be solely responsible for daily back-up and other protection of its data and software against loss, damage or corruption. Customer shall be solely responsible for reconstructing data (including but not limited to data located on disk files and memories) and software that may be lost, damaged or corrupted during the performance of Services. SELLER, ITS AFFILIATES, AND ITS AND THEIR SUPPLIERS, SUBCONTRACTORS AND AGENTS ARE HEREBY RELEASED AND SHALL CONTINUE TO BE RELEASED FROM ALL LIABILITY IN CONNECTION WITH THE LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE, AND CUSTOMER ASSUMES ALL RISK OF LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE IN ANY WAY RELATED TO OR RESULTING FROM THE SERVICES.

Seller will not be responsible for and no liability shall result to Seller or any of its Affiliates for any delays in delivery or in performance which result from any circumstances beyond Seller's reasonable control, including, but not limited to, Product unavailability, carrier delays, delays due to fire, severe weather conditions, failure of power, labor problems, acts of war, terrorism, embargo, acts of God or acts or laws of any government or agency. Any shipping dates or completion dates provided by Seller or any purported deadlines contained in a Statement of Work or any other document are estimates only.

Pricing Information; Availability Disclaimer

Seller reserves the right to make adjustments to pricing, Products and Service offerings for reasons including, but not limited to, changing market conditions, Product discontinuation, Product unavailability, manufacturer price changes, supplier price changes and errors in advertisements. All orders are subject to Product availability and the availability of Personnel to perform the Services. Therefore, Seller cannot guarantee that it will

be able to fulfill Customer’s orders. If Services are being performed on a time and materials basis, any estimates provided by Seller are for planning purposes only.

Credits

Any credit issued by Seller to Customer for any reason must be used within two (2) years from the date that the credit was issued and may only be used for future purchases of Products and/or Services. Any credit or portion thereof not used within the two (2) year period will automatically expire.

Limitation of Liability

UNDER NO CIRCUMSTANCES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL SELLER, ITS AFFILIATES OR ITS OR THEIR SUPPLIERS, SUBCONTRACTORS OR AGENTS BE LIABLE FOR: (A) ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS, REVENUES OR SAVINGS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE, IN EACH CASE, WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY; (B) ANY CLAIMS, DEMANDS OR ACTIONS AGAINST CUSTOMER BY ANY THIRD PARTY; (C) ANY LOSS OR CLAIM ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S IMPLEMENTATION OF ANY CONCLUSIONS OR RECOMMENDATIONS BY SELLER OR ITS AFFILIATES BASED ON, RESULTING FROM, ARISING OUT OF OR OTHERWISE RELATED TO THE PRODUCTS OR SERVICES; OR (D) ANY UNAVAILABILITY OF THE PRODUCT FOR USE OR ANY LOST, DAMAGED OR CORRUPTED DATA OR SOFTWARE. IN THE EVENT OF ANY LIABILITY INCURRED BY SELLER OR ANY OF ITS AFFILIATES, THE ENTIRE LIABILITY OF SELLER AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE LESSER OF: (A) THE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE PRODUCT(S) GIVING RISE TO THE CLAIM OR THE SPECIFIC SERVICES GIVING RISE TO THE CLAIM; OR (B) $50,000.00.

Limited License

Customer's sole rights to the work product, materials and other deliverables to be provided or created (individually or jointly) in connection with the Services, including but not limited to, all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis and other information (whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights) or discovered in the course of performance of this Agreement that are embodied in such work or materials ("Work Product") will be, upon payment in full, a non-transferable, non-exclusive, royalty-free license to use such Work Products solely for Customer's internal use. Customer will have no ownership or other property rights thereto and Customer shall have no right to use any such Work Product for any other purpose whatsoever. Customer acknowledges that Sellers may incorporate intellectual property created by third parties into the Work Product (“Third Party Intellectual Property”). Customer agrees that its right

to use the Work Product containing Third Party Intellectual Property may be subject to the rights of third parties and limited by agreements with such third parties.

Confidential Information

Each party anticipates that it may be necessary to provide access to information of a confidential nature of such party, the Affiliates or a third party (hereinafter referred to as "Confidential Information") to the other party in the performance of this Agreement and any Statement of Work. "Confidential Information" means any information or data in oral, electronic or written form which the receiving party knows or has reason to know is proprietary or confidential and which is disclosed by a party in connection with this Agreement or which the receiving party may have access to in connection with this Agreement, including but not limited to the terms and conditions of each Statement of Work. Confidential Information will not include information which: (a) becomes known to the public through no act of the receiving party; (b) was known to the receiving party, or becomes known to the receiving party from a third party having the right to disclose it and having no obligation of confidentiality to the disclosing party with respect to the applicable information; or (c) is independently developed by agents, employees or subcontractors of the receiving party who have not had access to such information. To the extent practicable, Confidential Information should be clearly identified or labeled as such by the disclosing party at the time of disclosure or as promptly thereafter as possible, however, failure to so identify or label such Confidential Information will not be evidence that such information is not confidential or protectable.

Each party agrees to hold the other party's Confidential Information confidential for a period of three (3) years following the date of disclosure and to do so in a manner at least as protective as it holds its own Confidential Information of like kind but to use no less than a reasonable degree of care. Disclosures of the other party's Confidential Information will be restricted (i) to those individuals who are participating in the performance of this Agreement or the applicable Statement of Work and need to know such Confidential Information for purposes of providing or receiving the Products or Services or otherwise in connection with this Agreement or the applicable Statement of Work, or (ii) to its business, legal and financial advisors, each on a confidential basis. Each party agrees not to use any Confidential Information of the other party for any purpose other than the business purposes contemplated by this Agreement and the applicable Statement of Work. Upon the written request of a party, the other party will either return or certify the destruction of the Confidential Information of the other party.

If a receiving party is required by law, rule or regulation, or requested in any judicial or administrative proceeding or by any governmental or regulatory authority, to disclose Confidential Information of the other party, the receiving party will give the disclosing party prompt notice of such request so that the disclosing party may seek an appropriate protective order or similar protective measure and will use reasonable efforts to obtain confidential treatment of the Confidential Information so disclosed.

Return Privileges

CDW allows Customer returns based on the policies of the original product manufacturer. Software is not returnable if the packaging has been opened. If software was distributed electronically, it is not returnable if the licenses were downloaded. For additional information see CDW’s full Product Return Policy at the following link: Return Policy. Customers should contact CDW Customer Relations at 866.SVC.4CDW or e-mail at

Customer Relations to initiate a return or for additional information. Customers must notify CDW Customer Relations of any damaged Products within fifteen (15) days of receipt.

Termination

Either party may terminate performance of a Service or a Statement of Work for cause if the other party fails to cure a material default in the time period specified herein. Any material default must be specifically identified in a written notice of termination. After written notice, the notified party will, subject to the provision of warranties herein, have thirty (30) days to remedy its performance except that it will only have ten (10) days to remedy any monetary default. Failure to remedy any material default within the applicable time period provided for herein will give cause for immediate termination, unless such default is incapable of being cured within the time period in which case the defaulting party will not be in breach (except for Customer's payment obligations) if it used its reasonable efforts to cure the default. In the event of any termination of the Services or a Statement of Work, Customer will pay Seller for all Services performed and expenses incurred up to and including the date of termination plus any termination fee if one is set forth in the applicable Statement of Work. In such event Customer will also pay Seller for any out-of-pocket demobilization or other direct costs resulting from termination. Upon termination, all rights and obligations of the parties under the Service or Statement of Work (as applicable) will automatically terminate except for any right of action occurring prior to termination, payment obligations and obligations that expressly or by implication are intended to survive termination (including, but not limited to, limitation of liability, indemnity, confidentiality, or licensing of Work Product and this survival provision).

Provisions Related to Custom Imaging

If in connection with the provision of Products or Services, Customer desires to have Seller provide installation of custom software images, Customer will be required to execute an Installation Indemnity Agreement, a form of which is provided at http://www.cdw.com/forms/indemnity/app.asp

Arbitration

Any claim, dispute, or controversy (whether in contract, tort or otherwise, whether preexisting, present or future, and including, but not limited to, statutory, common law, intentional tort and equitable claims) arising from or relating to the Products, the Services, the interpretation or application of these Terms and Conditions or any Statement of Work or the breach, termination or validity thereof, the relationships which result from these Terms and Conditions or any Statement of Work (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories hereto), or Seller's or any of its Affiliates' advertising or marketing (collectively, a "Claim") WILL BE RESOLVED, UPON THE ELECTION OF ANY OF SELLER, CUSTOMER OR THE THIRD PARTIES INVOLVED, EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION. If arbitration is chosen, it will be conducted pursuant to the Rules of the American Arbitration Association. If arbitration is chosen by any party with respect to a Claim, neither Seller nor Customer will have the right to litigate that Claim in court or to have a jury trial on that Claim or to engage in pre-arbitration discovery, except as provided for in the applicable arbitration rules or by agreement of the parties involved. Further, Customer will

not have the right to participate as a representative or member of any class of claimants pertaining to any Claim. Notwithstanding any choice of law provision included in these Terms and Conditions, this arbitration agreement is subject to the Federal Arbitration Act (9 U.S.C. §§ 1-16). The arbitration will take place exclusively in Chicago, Illinois. Any court having jurisdiction may enter judgment on the award rendered by the arbitrator(s). Each party involved will bear its own cost of any legal representation, discovery or research required to complete arbitration. The existence or results of any arbitration will be treated as confidential. Notwithstanding anything to the contrary contained herein, all matters pertaining to the collection of amounts due to Seller arising out of the Products or Services will be exclusively litigated in court rather than through arbitration.

Personal Data

If and to the extent that Seller will process Personal Data on behalf of Customer in the provision of Services under this Agreement, the Data Processing Agreement provided at https://www.cdw.com/content/cdw/en/terms-conditions/cdw-data-processing-agreement.html shall apply to such processing and is incorporated by reference. As used herein, “Personal Data” means any information that identifies relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household in connection with the Services performed for Customer, including without limitation any information that qualifies as “personal information” or “personal data” under data protection laws applicable to Seller.

Miscellaneous

Seller may assign or subcontract all or any portion of its rights or obligations with respect to the sale of Products or the performance of Services or assign the right to receive payments, without Customer's consent. Customer may not assign these Terms and Conditions, or any of its rights or obligations herein without the prior written consent of Seller. Subject to the restrictions in assignment contained herein, these Terms and Conditions will be binding on and inure to the benefit of the parties hereto and their successors and assigns. No provision of this Agreement or any Statement of Work will be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and signed by both parties. The relationship between Seller and Customer is that of independent contractors and not that of employer/employee, partnership or joint venture. If any term or condition of this Agreement or a Statement of Work is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or conditions hereof or thereof or the whole of this Agreement or the applicable Statement of Work. Notices provided under this Agreement will be given in writing and deemed received upon the earlier of actual receipt or three (3) days after mailing if mailed postage prepaid by regular mail or airmail or one (1) day after such notice is sent by courier or facsimile transmission. Any delay or failure by either party to exercise any right or remedy will not constitute a waiver of that party to thereafter enforce such rights.

International Services

If and to the extent that any Statement of Work involves the provision of Services remotely by Seller to a Customer location outside of the United States, the following additional terms shall apply with respect to those Services only.

Customer will pay for, and will indemnify, defend and hold Seller and its Affiliates and each of their respective directors, officers, employees and agents harmless from loss (of any kind), cost, damage or expense (including, but not limited to, attorney's fees and expenses) arising out of any Taxes. Customer must claim any exemption from such taxes, fees or charges at the time of purchase and provide Seller with the necessary supporting documentation. Any taxes, charges, fees, penalties and interests in respect thereof that are the responsibility of Customer hereunder may be invoiced by Seller in the Product or Services invoices or separately. For purposes of this Section, "Taxes" means any applicable sales, use, transaction, value added, goods and services tax, harmonized sales tax, withholding tax, excise or similar taxes, and any foreign, provincial, federal, state or local fees or charges (including but not limited to, environmental or similar fees) and any income or business tax liability, including any penalties and interest in respect thereof, imposed on, in respect of or otherwise associated with any transaction hereunder, or the Purchased Items (except taxes on or measured by the net income of Seller).

If the Laws or a governmental authority imposes or adopts regulation, or there is a change in the Laws, which requires Seller or any of its Affiliates to register and/or obtain a governmental license, permit, or consent to make the Services available within a jurisdiction, Seller has the right not to make available or terminate the Service to the Customer's Affiliate(s) in such jurisdiction without any liability whatsoever to the Customer or its Affiliates. For purposes of this Agreement, "Laws" means any applicable federal, state, provincial, local, municipal, regional, foreign, international, multinational or other constitution, law, statute, treaty, rule, regulation, regulatory or legislative requirement, ordinance, license, restriction, judicial or administrative order, code, common law or other pronouncement having the effect of law.

Customer and Seller are solely obligated to address and resolve all claims, controversies or disputes associated with provision of Services (including any damages or injuries to a party's foreign Affiliates) in the United States as provided in the Arbitration clause above. In the event a party's foreign Affiliate brings suit or makes a claim or demand against the other party or an Affiliate of the other party located outside of the United States, such party will work with its foreign Affiliate to dismiss the suit, claim, or demand, and such party will bring such suit, claim or demand against the other party directly in the United States instead. In addition, such party will reimburse the other party or the other party's Affiliates for any of the costs or expenses that the other party or the other party's Affiliates reasonably incurred while responding to the suit, claim or demand brought by such party's foreign Affiliate.

Version Date: June 23, 2023

Related Links

- Site Use
- Privacy Policy
- Product Recalls

- Site Accessibility
- Site Map

With full-stack expertise, CDW helps you design, orchestrate and manage technologies that drive business success.

Contact An Expert: P 800.808.4239 | **Email Us**

My Account
Order Status
Products

ABOUT CDW

Why Work With Us
About Us
Accessibility Statement
Careers
Investor Relations
International Solutions
Locations
Newsroom & Media
Strategic Partnerships
Trust Center

HOW WE CAN HELP

Customer Support & FAQs
eProcurement
Custom Financing & Leasing
Product Recalls
Product Finders
CDW Outlet

CDW CDW-G Canada CDW-UK

Site Map Privacy Notice Cookie Notice Terms and Conditions
Do Not Sell or Share My Personal Information - Currently Sharing
Cookie Settings

Copyright © 2007 - 2025 CDW. All Rights Reserved. CDW®, CDW•G® and PEOPLE WHO GET IT® are registered trademarks of CDW LLC. All other trademarks and registered trademarks are the sole property of their respective owners.

Change Order Request for Participation or Piggyback Contract

Section I - General Information

Requesting Agency	DoIT - Innovation and Tech				
Project Title	JPMC PA PC, Accessories and Software				
Name of Cooperative	Sourcewell	Name of Vendor	CDW-G		
Initial Term of Agency Contract	04/24/2025-10/14/2027	Initial Value	20,000,000		
Purchase Method	Participation	Agency BidBuy PO#	25-448DOIT-TELEC-P-80070	Agency Change Order Req #	25-448DOIT-ADMIN-R-257160

Section II - Change Order Information

1. Provide the original contract description:

Peripherals and optional upgrades for State computers including, but not limited to:

Central Processor (CPU), Battery, Memory, Hard Drive (Internal and External), Cables/Adapters/Dongles and Connectors (Audio/Video/Network/Printer), Storage (including memory stick, USB drives), CD/DVD drives, Graphics/Video Cards, Audio Cards, Speakers, Numeric Keypads, Power Supply, Webcams (monitor integrated or external), Docking Solutions and Port Replicators, Network Interface, Ethernet Adapters, Keyboards and Mice (both bundle sets and individual pieces to include wireless), Headsets (both USB, Wireless, and Bluetooth), Carrying Case (Standard and Rugged), Protective Covers, Screen Protective Covers, AC adapters to include cables for powering and charging, Pen/Stylus, Car Chargers and Power Adapters, Mounting Brackets to include vehicle, Privacy Filters, Apple Desktops, Computer Cases, Desktop Memory Upgrades, PC Compatible Desktop Computers, PC Compatible Workstations, Thin Clients, Windows Based Terminals, Linux/Unix Based Servers, Network Print Servers, Remote Servers, Network Switches Managed and software.

Also included will be 2000 Panasonic Toughbooks laptop computers for Illinois State Police (ISP).

2. Provide a detailed description and explanation for the change required:

For the purposes of transparency, DoIT is posting this notice as its intent to purchase Microsoft Products and Services, including vendor-supplied professional services (that were already under the original scope of the software included in this Participating Addendum). The inclusion is germane to the participating addendum but increases the projected dollar value spent under this indefinite quantity participating addendum. The agency's initial paths for these products and services incurred complications the agency could not overcome in a manner that would provide a timely contract vehicle to meet this critical, statewide need. The participating addendum will honor current and future enterprise agreements with Microsoft, throughout the term of the contract.

3. The completion date will be ☐ extended, ☐ shortened or ☒ remain the same.

3.1 Revised Completion Date

4. The Cost will be ☒ increased, ☐ decreased or ☐ remain the same.

4.1 Revised cost 120,000,000

5. The circumstances said to necessitate this change was not reasonably foreseeable at the time the contract was signed.

◉ Yes ○ No

The change is germane to the original contract as signed.

◉ Yes ○ No

Change Order Request for Participation or Piggyback Contract

APPROVAL SIGNATURES

Agency Purchasing Officer Approval

I know and understand the contents of this Change Order Request and attest that all statements are true and correct.

APO Signature: Chris Brinkmeyer — Digitally signed by Chris Brinkmeyer Date: 2025.06.12 09:14:19 -05'00'

Printed Name: Chris Brinkmeyer — Date: Jun 12, 2025

State Purchasing Officer Recommendation

Based on my review of the provided information,

I agree with the requested change(s) for the following reason(s):

These supplies and services were already included in the original request. This change order notice is for the purposes of public transparency.

SPO Signature: Joshua Sergent — Digitally signed by Joshua Sergent Date: 2025.06.12 09:37:17 -05'00'

Printed Name: Joshua Sergent — Date: Jun 12, 2025

Unified Procurement Program Review and Recommendation

Based on my review of the provided information,

it is in the best interests of the State to allow the requested change(s) to the existing contract for the following reason(s):

The notice references supplies and services that were within the scope of the master contract, the agency's participation request, and resulting contract.

UPP Representative's Signature: ANDREW J HENNIG — Digitally signed by ANDREW J HENNIG Date: 2025.06.12 12:49:27 -05'00'

Printed Name: Andrew Hennig — Date: Jun 12, 2025

Chief Procurement Officer Approval

Based on my review of the provided information, I determine

it is in the best interests of the State to allow the requested change(s) to the contract for the following reason(s):

this notice provides the public with knowledge of supplies and services being purchased by the Agency.

Chief Procurement Officer's Signature: Ellen Holzman Daley — Digitally signed by Ellen Holzman Daley Date: 2025.06.12 13:41:11 -05'00'

Printed Name: Ellen H. Daley — Date: Jun 12, 2025

State of Illinois Sourcewell Participating Agreement 25-448D OIIT-TELEC-P-80070

Accessories

Category	Description	Discount
A	Cases and Backpacks	9%
A	Headphones & Speakers	9%
A	Keyboards/Keypads	9%
A	Mice and Trackballs	9%
A	Notebook Accessories	9%
A	Robotics	9%
A	Tablet Accessories	9%

Power, Cooling & Racks

Category	Description	Discount
B	Batteries	5%
B	Power Supplies/Adapters	5%
B	Rackmounting Equipment	5%
B	Remote Power Management	5%
B	Surge Suppressors	5%
B	UPS/Battery Backup	5%

Desktop Computers

Category	Description	Discount
C	Apple Desktops	0.5%
C	Computer Cases	3.75%
C	Desktop Memory Upgrades	3.75%
C	PC Compatible Desktop Computer	3.75%
C	PC Compatible Workstations	3.75%
C	Thin Clients	3.75%
C	Windows Based Terminals	3.75%

Data Storage/Drives

Category	Description	Discount
D	CD/DVD/Blue Ray Drives	7%
D	Consumer SSD	7%
D	Desktop NW Attached Storage	7%
D	Disk Duplicators	7%
D	Flash Memory	7%
D	Floppy Disk Drives	7%
D	Hard Drives	7%
D	Media	7%
D	Storage Enclosures/Mounting HW	7%

Enterprise Storage

Category	Description	Discount
E	BU/DR Infrastructure	7.75%
E	Drive Arrays	7.75%
E	Enterprise Hard Drives	7.75%
E	Enterprise SSD	7.75%
E	Interfaces Controllers	7.75%
E	Optical Drives	7.75%
E	Rackmount NW Attached Storage	7.75%
E	Storage Networking	7.75%
E	Tape Automation (Lib/Changers)	7.75%
E	Tape Backup Drives	7.75%

Carts and Furniture

Category	Description	Discount
O	Charging Carts	7%

Services (Partner Delivered)

Category	Description	Discount
Q	Warranties-Product Protection	7.25%

Client Configure-to-Order

Category	Description	Discount
R	Client Configure-to-Order	3.75%

Point of Sale/Data Capture

Category	Description	Discount
F	Connected Devices	5%
F	Peripheral & Barcode Scanners	5%
F	POS Systems	5%
F	Thermal Printers	5%
F	Wireless Communication Devices	5%

Services (CDW Delivered)

Category	Description	Discount
J	Central Services - Repairs	0%
J	Classroom Training	0%
J	Configurations	0%
J	Field Services	0%
J	Installations	0%
J	OnSite Services	0%
J	Remote Services	0%

Notebook/Mobile Devices

Category	Description	Discount
L	Apple Notebooks	0.5%
L	Mobile Workstation	5%
L	Notebook Computers	5%
L	Notebook Memory Upgrades	5%
L	Tablets	5%

Video & Audio

Category	Description	Discount
V	Cameras	7%
V	Commercial Television	7%
V	Computer Displays	7%
V	Digital Signage Display	7%
V	Graphics Cards	7%
V	Interactive Flat Panel Display	7%
V	Interactive Whiteboards	7%
V	Media Player	7%
V	Medical Displays	7%
V	Mounts & Stands	7%

Software

Category	Description	Discount
S	Aggregation Services Software	5.75%
S	AI Software	5.75%
S	Application Suites	5.75%
S	Audio/Video Production	5.75%
S	BU/DR Software	5.75%
S	Business Analytics	5.75%
S	CAD/CAM Software	5.75%
S	Cisco One Software	5.75%
S	Cloning Software	5.75%
S	Communication/Internet Soft	5.75%
S	CRM Software	5.75%
S	Data Capture Software	5.75%
S	Database Software	5.75%
S	Design and Graphics	5.75%
S	Desktop Applications	5.75%
S	Digital Signage Software	5.75%
S	Document Management Software	5.75%
S	Entertainment/Education Soft	5.75%
S	Financial Software	5.75%
S	Flow/Org Chart Software	5.75%
S	Integrated Product Suites	5.75%
S	Legal Software	5.75%
S	Mainframe Software	5.75%
S	Mobile Device Enablement SW	5.75%
S	Network Connectivity/Emulation	5.75%
S	Network Management Software	5.75%
S	Operating Systems	5.75%
S	Physical Security Software	5.75%
S	Portal Software	5.75%
S	Programming Software	5.75%
S	Reference Software	5.75%
S	Security Software	5.75%
S	Software Documentation & Media	5.75%
S	Storage/SAN Management Softwar	5.75%
S	Technical Support	5.75%
S	Telephony Software	5.75%
S	Unified Communication	5.75%
S	Utility Software	5.75%
S	Virtualization Software	5.75%
S	Voice Recognition	5.75%
S	Web Software	5.75%

Cables

Category	Description	Discount
W	Audio/Video Cables	15%
W	Miscellaneous Cables	15%
W	Network Cable Accessories	15%
W	Network Cables	15%
W	Parallel and Serial Cables	15%
W	SCSI/IDE/floppy cables	15%
W	USB/FireWire Connectivity	15%

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:	Meagan McKone, Executive Account Manager
CONTACT EMAIL:	MeaganM@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:

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.

Printed Name: Freda Hill Signature: Signature on File

Title: Sr Mgr Proposals Date: 10/1/2025

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

File #: TE-P-0020-25 **Agenda Date:** 11/4/2025 **Agenda #:** 7.G.3.

AWARDING RESOLUTION ISSUED TO
BDO USA LLP
FOR FIREEYE SOFTWARE SUPPORT AND MAINTENANCE
FOR INFORMATION TECHNOLOGY
(CONTRACT TOTAL AMOUNT $189,409.00)

WHEREAS, bids have been taken and processed in accordance with County Board policy; and

WHEREAS, the Technology Committee recommends County Board approval for the issuance of a contract to BDO USA LLP, for the renewal of software maintenance for FireEye Security software, for the period of December 10, 2025 through December 9, 2026, for Information Technology.

NOW, THEREFORE BE IT RESOLVED, that said contract is for the renewal of software maintenance for FireEye Security software, for the period of December 10, 2025 through December 9, 2026, for Information Technology, be, and it is hereby approved for issuance of a contract by the Procurement Division to BDO USA LLP, 1420 Kensington Road, Oak Brook, IL 60523-2144, for a contract total amount not to exceed $189,409.00, per lowest responsible bid #22-124-IT.

Enacted and approved this 12th day of November, 2025 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#: 25-2578	RFP, BID, QUOTE OR RENEWAL #: Quote #570778	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: $189,409.00
COMMITTEE: TECHNOLOGY	TARGET COMMITTEE DATE: 11/04/2025	PROMPT FOR RENEWAL: 6 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: $189,409.00
	CURRENT TERM TOTAL COST: $189,409.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: THIRD RENEWAL
Vendor Information		*Department Information*	
VENDOR: BDO USA LLP	VENDOR #: 30951	DEPT: Information Technology	DEPT CONTACT NAME: Joe Hamlin
VENDOR CONTACT: Julie Engers	VENDOR CONTACT PHONE: 630-371-9487	DEPT CONTACT PHONE #: 630-407-5063	DEPT CONTACT EMAIL: Joe.Hamlin@dupagecounty.gov
VENDOR CONTACT EMAIL: jengers@bdo.com	VENDOR WEBSITE: www.bdodigital.com	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.).
Annual software maintenance for FireEye Security software and the Cloud security essentials. This is the third and final renewal option per bid #22-124-IT.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
As part of the County's Cyber Security protection, FireEye protects the County's network and endpoints against malware attacks. Keeping current maintenance is required to get the latest software updates.

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED RENEWAL	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.

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source.
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).

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			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: BDO Digital, LLC	Vendor#: 30951	Dept: Information Technology	Division:
Attn: Julie Engers	Email: jengers@bdo.com	Attn: Sarah Godzicki	Email: ITAP@dupagecounty.gov
Address: 2715 Jorie Blvd., Suite 100	City: Oak Brook	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60523	State: IL	Zip: 60187
Phone: 630-572-0240	Fax:	Phone: 630-407-5037	Fax: 630-407-5001
Send Payments To:		*Ship to:*	
Vendor: BDO	Vendor#: 30951	Dept: Information Technology	Division:
Attn: PO BOX 642743	Email: ARLockBox@bdo.com	Attn: Joe Hamlin	Email: Joe.Hamlin@dupagecounty.gov
Address: 500 First Avenue	City: Pittsburgh	Address: 421 N. County Farm Road	City: Wheaton
State: PA	Zip: 15219	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-5000	Fax: 630-407-5001
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): 12/10/2025	Contract End Date (PO25): 12/09/2026

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		Renewal Email Security, Enterprise Cloud Edition, with Antivirus/Antispam and Platinum Support, per Mailbox 2500CM Virtual Appliance Renewal Network Security Enterprise NX Edition, with 2-Way andPlatinum Support, per Mbps Renewal Endpoint Security Enterprise Essentials Edition, with 2-Way and Platinum Support, per Endpoint Hellix AWS Ed	FY26	1000	1110	53807		189,409.00	189,409.00
FY is required, ensure the correct FY is selected.										Requisition Total	$ 189,409.00

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. Please send PO to Sarah Godzicki & Joe Hamlin and copy both when emailing PO to vendor.
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.

BDO Digital, LLC
2715 Jorie Blvd
Suite 100
Oak Brook, Illinois 60523
United States
(P) 630-572-0240

Quotation (Open)

Date
Sep 08, 2025 08:21 AM CDT

Modified Date
Sep 08, 2025 08:56 AM CDT

Quote #
570778 - rev 1 of 1

Description
FireEye renewal, exp 12/9/25

SalesRep
Engers, Julie
(P) 630-371-9487

Customer Contact
Hamlin, Joe
(P) 630-407-5063
Joe.Hamlin@dupagecounty.gov

Customer
Dupage County (23302)
Hamlin, Joe
421 North County Farm Road
Wheaton, IL 60187
United States
(P) 630-407-5000

Bill To
Dupage County
Godzicki, Sarah
421 North County Farm Road
Wheaton, IL 60187
United States
(P) 630-407-5000
Sarah.Godzicki@dupagecounty.gov

Ship To
Dupage County
Hamlin, Joe
421 North County Farm Road
Wheaton, IL 60187
United States
(P) 630-407-5000
Joe.Hamlin@dupageco.org

Customer PO:	**Terms:** Undefined	**Ship Via:** FedEx Ground
Special Instructions:		**Carrier Account #:**

#	Description	Qty	Unit Price	Total
1	Renewal Email Security, Enterprise Cloud Edition, with Antivirus/Antispam and Platinum Support, per Mailbox- 1Y	3000	$20.24	$60,720.00
2	2500CM Virtual Appliance 1 Yr PTM	1	$2,249.00	$2,249.00
3	Renewal Network Security Enterprise NX Edition, with 2-Way andPlatinum Support, per Mbps-1Y	1000	$48.04	$48,040.00
4	Renewal Endpoint Security Enterprise Essentials Edition, with 2-Way and Platinum Support, per Endpoint- 1Y	2500	$28.62	$71,550.00
5	Hellix AWS Ed 1 Yr	50	$137.00	$6,850.00
6	CM 2500 Cloud Support	1	$0.00	$0.00

Current support expires December 9, 2025
Quote includes one years support for 12/10/25 - 12/9/26

Subtotal:	**$189,409.00**
Tax (.0000%):	$0.00
Shipping:	$0.00
Total:	**$189,409.00**

All prices are subject to change without notice. Supply subject to availability.
Shipping costs are estimates and could vary.

AMENDMENT FOR CONTRACT RENEWAL

This contract made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and BDO Solutions Provider LLC. located at 1420 Kensington Rd. Suite 110 Oak Brook, IL 60523, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #22-124-IT which became effective on 12/10/2022 and which will expire 12/09/2025. The contract is subject to a third of three options to renew for a twelve (12) month period.

The parties now agree to renew said agreement, upon the same terms as previously agreed to including a one-time price adjustment as per attached price quote.

The contract renewal shall be effective on the date of last signature and shall terminate on 12/09/2026.

CONTRACTOR	**THE COUNTY OF DUPAGE**
Signature on File	
SIGNATURE	SIGNATURE
MIKE GEDVILLE	Valerie Calvente
PRINTED NAME	PRINTED NAME
RESELLING MANAGER	Chief Procurement Officer
PRINTED TITLE	PRINTED TITLE
10/29/25	
DATE	DATE

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:	BDO Solutions Provider, LLC
CONTACT PERSON:	Mike Gedville
CONTACT EMAIL:	MGedville@BDO.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:

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.

Printed Name: MIKE GEDVILLE Signature: Signature on File

Title: RESELLING MANAGER Date: 10/17/25

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

File #: TE-P-0021-25 **Agenda Date:** 11/4/2025 **Agenda #:** 7.G.4.

AWARDING RESOLUTION ISSUED TO
SHI INTERNATIONAL CORP
FOR AN ENTERPRISE TERM LICENSE AGREEMENT
FOR INFORMATION TECHNOLOGY
(CONTRACT TOTAL AMOUNT $155,994.59)

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 Intergovernmental Cooperation Act, the County is authorized to enter into a Joint Purchasing Agreement for an Enterprise Term Lease Agreement (ETLA) with Adobe Systems Incorporated for Adobe software licensing for use by DuPage County and the Forest Preserve District of DuPage County; and

WHEREAS, pursuant to the Intergovernmental Agreement between the County of DuPage and Sourcewell Contract #121923-SHI, the County of DuPage will contract with SHI International Corp; and

WHEREAS, the Technology Committee recommends County Board approval for the issuance of a contract to SHI International Corp, for an Enterprise Term Lease Agreement (ETLA) with Adobe Systems Incorporated for Adobe software licensing for use by DuPage County and the Forest Preserve District of DuPage County, for the period of December 10, 2025 through December 9, 2026, for Information Technology.

NOW, THEREFORE BE IT RESOLVED, that County contract, covering said for an Enterprise Term Lease Agreement (ETLA) with Adobe Systems Incorporated for Adobe software licensing for use by DuPage County and the Forest Preserve District of DuPage County, for the period of December 10, 2025 through December 9, 2026, for Information Technology, be, and it is hereby approved for issuance of a contract by the Procurement Division to SHI International Corp, 290 Davidson Avenue, Somerset, New Jersey 08873, for a contract total amount not to exceed $155,994.59, per contract pursuant to Sourcewell Contract #121923-SHI.

Enacted and approved this 12th day of November, 2025, 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#: 25-2580	RFP, BID, QUOTE OR RENEWAL #: Quote #26707298	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: $155,994.59
COMMITTEE: TECHNOLOGY	TARGET COMMITTEE DATE: 11/04/2025	PROMPT FOR RENEWAL: 6 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: $155,994.59
	CURRENT TERM TOTAL COST: $155,994.59	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		*Department Information*	
VENDOR: SHI International Corp.	VENDOR #: 14389	DEPT: Information Technology	DEPT CONTACT NAME: Joe Hamlin
VENDOR CONTACT: Precilla Lin	VENDOR CONTACT PHONE: 732-564-8143	DEPT CONTACT PHONE #: 630-407-5063	DEPT CONTACT EMAIL: Joe.Hamlin@dupagecounty.gov
VENDOR CONTACT EMAIL: Precilla_Lin@shi.com	VENDOR WEBSITE: www.shi.com	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.).
Adobe licensing being purchased from SHI via Sourcewell Contract #121923-SHI pricing for $155,994.59

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
Many departments in the county utilize adobe applications such as Adobe Acrobat to create, review, and sign PDFs. This procurement includes that software, as well as other Adobe applications.

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. SHI International Corp. via Sourcewell Contract #121923-SHI
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. Take no action and the county cannot operate. 2. Purchase the licenses and keep our users operating with PDF files.

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			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: SHI International Corp.	Vendor#: 14389	Dept: Information Technology	Division:
Attn: Precilla Lin	Email: Precilla_lin@shi.com	Attn: Sarah Godzicki	Email: ITAP@dupagecounty.gov
Address: 290 Davidson Ave	City: Somerset	Address: 421 N. County Farm Road	City: Wheaton
State: NJ	Zip: 08873	State: IL	Zip: 60187
Phone: 732-564-8143	Fax:	Phone: 630-407-5037	Fax: 630-407-5001
Send Payments To:		*Ship to:*	
Vendor: SHI International Corp.	Vendor#: 14389	Dept: Information Technology	Division:
Attn:	Email:	Attn: Joe Hamlin	Email: Joe.Hamlin@dupagecounty.gov
Address: P.O. Box 952121	City: Dallas	Address: 421 N. County Farm Road	City: Wheaton
State: TX	Zip: 75395-2121	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-5000	Fax: 630-407-5001
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): 12/10/2025	Contract End Date (PO25): 12/09/2026

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	65318659	Adobe Sign for Enterprise Subscription - Each Subscription (# Specified Below) - 12 Months **Inclusive of Up To 5,000 Transactions (Subscription Limit)**	FY26	1000	1110	53807		12,242.27	12,242.27
2	515	EA	65286686	Adobe Acrobat Pro Enterprise Term License - Per User - 12 Months	FY26	1000	1110	53807		123.71	63,710.65
3	53	EA	65330520	Adobe Creative Cloud (All Apps) Pro with Adobe Firefly Enterprise Term License - Per User - 12 Months	FY26	1000	1110	53807		1,061.86	56,278.58
4	10	EA	65330514	Adobe Creative Cloud Single App Pro with Adobe Firefly Enterprise Term License - Per User - 12 Months	FY26	1000	1110	53807		469.07	4,690.70
5	1	EA	65315954	Adobe Sign for Enterprise Subscription - Professional Services	FY26	1000	1110	53807		5,154.64	5,154.64
6	75	EA	65286686	Acrobat Pro (Additional Licenses)	FY26	1000	1110	53807		123.71	9,278.25
7	75	EA	65286686	Acrobat Pro True Up (6 Months Prorated)	FY26	1000	1110	53807		61.86	4,639.50
FY is required, ensure the correct FY is selected.										Requisition Total	$ 155,994.59

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. Please send PO to Sarah Godzicki & Joe Hamlin and copy both when emailing PO to vendor.
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.

Pricing Proposal
Quotation #: 26707298
Created On: 10/2/2025
Valid Until: 12/9/2025

IL-County of DuPage

Joe Hamlin
421 N. County Farm Road
Wheaton, IL 60187
United States
Phone: (630) 407-5063
Fax:
Email: Joe.Hamlin@dupageco.org

Inside Account Manager

Precilla Lin
290 Davidson Ave
Somerset NJ 08873
Phone: 732-564-8143
Fax:
Email: Precilla_Lin@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Adobe Sign for Enterprise Subscription - Each Subscription (# Specified Below) - 12 Months **Inclusive of Up To 5,000 Transactions (Subscription Limit)** Adobe - Part#: 65318659 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 12/10/2025 – 12/9/2026	1	$12,242.27	$12,242.27
2	Adobe Acrobat Pro Enterprise Term License - Per User - 12 Months Adobe - Part#: 65286686 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 12/10/2025 – 12/9/2026	515	$123.71	$63,710.65
3	Adobe Creative Cloud (All Apps) Pro with Adobe Firefly Enterprise Term License - Per User - 12 Months Adobe - Part#: 65330520 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 12/10/2025 – 12/9/2026	53	$1,061.86	$56,278.58
4	Adobe Creative Cloud Single App Pro with Adobe Firefly Enterprise Term License - Per User - 12 Months Adobe - Part#: 65330514 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 12/10/2025 – 12/9/2026	10	$469.07	$4,690.70
5	Adobe Sign for Enterprise Subscription - Professional Services (See attachment for SOW) - 12 Months Adobe - Part#: 65315954 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 12/10/2025 – 12/9/2026	1	$5,154.64	$5,154.64
6	Adobe Acrobat Pro Enterprise Term License - Per User - 12 Months Adobe - Part#: 65286686 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI	75	$123.71	$9,278.25

Coverage Term: 12/10/2025 – 12/9/2026

7	Adobe Acrobat Pro Enterprise Term License - Per User - 12 Months Adobe - Part#: 65286686 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: – 12/9/2026 **Note:** **Prorated by 6 months**	75	$61.86	$4,639.50

Total $155,994.59

Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# ; DUNS# ; CCR# ; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

DocuSign Envelope ID: 443CB027-433D-46A7-BC42-6A19334951B3

Sourcewell

Solicitation Number: RFP #121923

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and SHI International Corp., 290 Davidson Ave., Somerset, NJ 08873 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Technology Products and Services with Related Solutions from which Supplier was awarded a contract in Category 1.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires February 27, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

DocuSign Envelope ID: 443CB027-433D-46A7-BC42-6A19334951B3

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract. "Equipment" and "Products" shall mean the third-party software, computer peripherals, computer hardware, and associated IT services resold by Vendor and provided by third parties. "Services" shall mean all professional services provided by Vendor under of a Statement of Work. "Statement of Work" or "SOW" shall mean a document mutually agreed upon between the Vendor and the Member that references these terms and conditions and describes the Services to be provided, the associated schedule and price, and any special conditions applicable to that SOW.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances. In addition, Supplier warrants the Services are free from material defects for ninety (90) days commencing with final acceptance of Services unless otherwise specified in a SOW (the "Warrant Period"). WARRANTY. Participating Entity agrees to look solely to the manufacturer to reach a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT AND/OR ANY ORDER ISSUED, HEREUNDER VENDOR DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES OR PRODUCTS. THIS DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WARRANTY PROVIDED BY A MANUFACTURER.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

DocuSign Envelope ID: 443CB027-433D-46A7-BC42-6A19334951B3

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities, in accordance with the Supplier's Return Policy, which can be found at www.SHI.com/ReturnPolicy. Participating Entities reserve the right to inspect the Equipment and Products within 3 business days time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Partcipating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity subject to the Supplier's Return Policy.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

DocuSign Envelope ID: 443CB027-433D-46A7-BC42-6A19334951B3

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities

DocuSign Envelope ID: 443CB027-433D-46A7-BC42-6A19334951B3

to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract. Participating Entities may be required to sign a separate agreement, rider, Ender User License Agreement ("EULA"), or Service Level Agreement as required by manufacturers to acknowledge terms of use for specific products and/or services. The Supplier will not become a party to terms between the manufacturer and the purchasing Participating Entity or end user of such products or services.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone

DocuSign Envelope ID: 443CB027-433D-46A7-BC42-6A19334951B3

agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;

DocuSign Envelope ID: 443CB027-433D-46A7-BC42-6A19334951B3

- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

DocuSign Envelope ID: 443CB027-433D-46A7-BC42-6A19334951B3

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract upon thirty (30) days' advance notice to Supplier. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of the Supplier's negligence, willful misconduct, or violation of law, in the course of their performance of this Contract by the supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to under this Contract. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

DocuSign Envelope ID: 443CB027-433D-46A7-BC42-6A19334951B3

NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORSEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NEITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT WHETHER IN CONTRACT TORT OR OTHER THEORY WILL EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY SOURCEWELL TO VENDOR UNDER THIS AGREEMENT FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

   a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

   b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with

DocuSign Envelope ID: 443CB027-433D-46A7-BC42-6A19334951B3

such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

DocuSign Envelope ID: 443CB027-433D-46A7-BC42-6A19334951B3

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, Sourcewell may terminate Contract as stated herein.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an “AM BEST” rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers’ Compensation and Employer’s Liability.*

Workers’ Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

DocuSign Envelope ID: 443CB027-433D-46A7-BC42-6A19334951B3

$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

DocuSign Envelope ID: 443CB027-433D-46A7-BC42-6A19334951B3

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

DocuSign Envelope ID: 443CB027-433D-46A7-BC42-6A19334951B3

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-

DocuSign Envelope ID: 443CB027-433D-46A7-BC42-6A19334951B3

1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is

DocuSign Envelope ID: 443CB027-433D-46A7-BC42-6A19334951B3

hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and

DocuSign Envelope ID: 443CB027-433D-46A7-BC42-6A19334951B3

disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or

DocuSign Envelope ID: 443CB027-433D-46A7-BC42-6A19334951B3

liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

DocuSign Envelope ID: 443CB027-433D-46A7-BC42-6A19334951B3

Sourcewell

Signature on File

Jeremy Schwartz
Title: Chief Procurement Officer
Date: 3/20/2024 | 10:15 AM CDT

SHI International Corp.

Signature on File

Kristina Mann
Title: Sr. Manager Contracts
Date: 3/20/2024 | 11:14 AM EDT

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:	SHI International Corp.
CONTACT PERSON:	Sabrina Bergdoll
CONTACT EMAIL:	sabrina_bergdoll@shi.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:

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.

Printed Name: Pamela Wilkinson Signature: Signature on File

Title: Sr. Contracts Administrator Date: 10/21/2025

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

File #: TE-P-0022-25 **Agenda Date:** 11/4/2025 **Agenda #:** 7.G.5.

AWARDING RESOLUTION ISSUED TO
MHC SOFTWARE, INC.
FOR ANNUAL MAINTENANCE OF THE
ENTERPRISE CONTENT MANAGEMENT SYSTEM
FOR INFORMATION TECHNOLOGY
(CONTRACT TOTAL NOT TO EXCEED $91,930.60)

WHEREAS, a sole source quotation has been obtained in accordance with 55 ILCS 5/5-1022 and County Board policy; and

WHEREAS, the County is authorized to enter into a Sole Source Agreement pursuant to Section 2-350 of the DuPage County Procurement Ordinance; and

WHEREAS, based upon supporting documentation provided by the using Department, the Chief Procurement Officer has determined that it is not feasible to secure bids or that there is only one source for the required goods or services, and/or has determined that it is in the best interests of the County to consider only one supplier who has previous expertise relative to the subject procurement; and

WHEREAS, in accordance with the Chief Procurement Officer's determination, the Technology Committee recommends County Board approval for the issuance of a contract to MHC Software, Inc., for annual maintenance of the Enterprise Content Management System that integrates with the ERP system for Finance and Human Resource, for the period of December 1, 2025 through November 30, 2026 , for Information Technology.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, for annual maintenance of the Enterprise Content Management System that integrates with the ERP system for Finance and Human Resource, for the period of December 1, 2025 through November 30, 2026 for Information Technology, be, and it is hereby approved for issuance of a contract by the Procurement Division to, MHC Software, Inc., 12000 Portland Avenue South, Suite 230, Burnsville, MN 55337, for a contract total amount not to exceed $91,930.60. Pursuant to 55 ILCS 5/5-1022 (c) not suitable for competitive bids. (Sole provider - this is a proprietary system.)

Enacted and approved this 12th day of November, 2025, 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#: 25-2273	RFP, BID, QUOTE OR RENEWAL #: Inv #INVMH8996	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: $91,930.60
COMMITTEE: TECHNOLOGY	TARGET COMMITTEE DATE: 10/21/2025	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: $91,930.60
	CURRENT TERM TOTAL COST: $91,930.60	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		*Department Information*	
VENDOR: MHC Software, Inc.	VENDOR #: 13554	DEPT: Information Technology	DEPT CONTACT NAME: Roy Clancy
VENDOR CONTACT: Katie Haessly	VENDOR CONTACT PHONE: 952-882-0884 ext.1146	DEPT CONTACT PHONE #: 630-407-5015	DEPT CONTACT EMAIL: Roy.Clancy@dupagecounty.gov
VENDOR CONTACT EMAIL: katie.haessly@mhcautomation.com	VENDOR WEBSITE:	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.).
Annual maintenance and support services for MHC software that integrates with the ERP system for Finance and HR for a total contract amount of $91,930.60 - Sole Source - this is proprietary software that must be maintained by the vendor, MHC Software, Inc.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
MHC is an Enterprise Content Management system that integrates with the ERP system for Finance and HR was purchased in order to manage their workflow of documents by using image capture, retrieving, routing, and printing of documents. This is the annual maintenance.

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.
SOLE SOURCE PER DUPAGE ORDINANCE, SECTION 2-350 (MUST FILL OUT SECTION 4)

DECISION MEMO REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source.
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).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement. SOFTWARE MANUFACTURER AND SOLE MAINTENANCE/UPDATE PROVIDER
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. This is proprietary software that must be maintained by the vendor.
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. This is proprietary software that must be maintained by the vendor.
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. This is proprietary software that must be maintained by the vendor.

SECTION 5: Purchase Requisition Information			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: MHC Software, Inc.	Vendor#: 13554	Dept: IT	Division:
Attn: Katie Haessly	Email: katie.haessly@mhcautomation.com	Attn: Sarah Godzicki	Email: ITAP@dupagecounty.gov
Address: 12000 Portland Ave 5, Suite 230	City: Burnsville	Address: 421 N. County Farm Road	City: Wheaton
State: MN	Zip: 55337	State: IL	Zip: 60187
Phone: 952-882-0884 ext.1146	Fax:	Phone: 630-407-5037	Fax:
Send Payments To:		*Ship to:*	
Vendor: MHC Software, Inc.	Vendor#: 13554	Dept: Information Technology	Division:
Attn:	Email:	Attn: Roy Clancy	Email: Roy.Clancy@dupagecounty.gov
Address: P.O. Box 1749	City: Burnsville	Address: 421 N. County Farm Road	City: Wheaton
State: MN	Zip: 55337	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-5015	Fax:
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		Annual Maintenance for the Enterprise Content Management System for Finance and HR	FY26	1000	1110	53806		91,930.60	91,930.60
FY is required, ensure the correct FY is selected.										Requisition Total	$ 91,930.60

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. Please send PO to Sarah Godzicki & Roy Clancy and copy both when emailing PO to vendor.
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.

MHC Software
12000 Portland Ave S, Suite 230
Burnsville MN 55337
Tel: (800) 588-3676
Tax ID:

Invoice #: INVMH8996
Invoice Date: 9/11/2025

Bill To

CUS221 DuPage County, IL
421 N. County Farm Road, Room 3-400||
Wheaton IL 60187
United States
Email:

Ship To

421 N. County Farm Road, Room 3-400||
Wheaton IL 60187
United States
Ship Date: 9/11/2025
Ship Method :

TOTAL in US Dollars

$91,930.60

Terms	Due Date	PO #	Sales Rep	MHC Order #
Net 60	11/10/2025			00013207

Item	Term Start/End Date	Taxable	Amount
RNL-MHC-IXGL40DATA GL40 Data Capture & Upload - Renewal Mnt	11/30/2025-11/30/2026	T	Included
RNL-MHC-DELIMMODUL Line Item Maintenance Module - Renewal Mnt	11/30/2025-11/30/2026	T	Included
RNL-MHC-DEPR DE Payroll Module - Renewal Mnt	11/30/2025-11/30/2026	T	Included
RNL-MHC-IXHRCAPTUR HR Capture Interface - Renewal Mnt	11/30/2025-11/30/2026	T	Included
RNL-MHC-IXAPCAPAUT Brainware by Hyland Maintenance (in '000) - Renewal Mnt	11/30/2025-11/30/2026	T	Included
RNL-MHC-IXLOADCOPY IX Load Copies Interface(s) - Renewal Mnt	11/30/2025-11/30/2026	T	Included
RNL-MHC-DEEREMIT e-Remit Module - Renewal Mnt	11/30/2025-11/30/2026	T	Included
RNL-MHC-IXAPCAPAUT Brainware by Hyland Maintenance (in '000) - Renewal Mnt	11/30/2025-11/30/2026	T	Included
RNL-MHC-IXVERIFIER Additional OCR Data Verifier Licenses - Renewal Mnt	11/30/2025-11/30/2026	T	Included
RNL-MHC-DEFORMS DE Forms Module - Renewal Mnt	11/30/2025-11/30/2026	T	Included
RNL-MHC-DSSEW22K Document Self-Service Electronic W-2 Web Delivery with User Options - 2,000 Employees - Renewal Mnt	11/30/2025-11/30/2026	T	Included
RNL-MHC-DSSPRWEBDE2K Document Self-Service Payroll Web Delivery - 2,000 Employees - Renewal Mnt	11/30/2025-11/30/2026	T	Included
RNL-MHC-DEW2PDF DE W-2 PDF/TIF Creation add-on - Renewal Mnt	11/30/2025-11/30/2026	T	Included

Check Payments:
MHC Software Holdings & Subsidiaries
P.O. Box 772854
Detroit, MI 48277-2854

Credit Card Payments:

Pay Now by Credit Card

US ACH Payments:
JP Morgan Chase
In Favor of MHC Software, Inc.
ABA#
Account#

Wire Payments:
NOTE: Should be submitted in USD
JP Morgan Chase
ABA#
Swift Code: CHASUS33
Beneficiary: MHC Software
Beneficiary Account #

Please send remittances for Wire and ACH payments to accounting@mhcautomation.com

MHC Software
12000 Portland Ave S, Suite 230
Burnsville MN 55337
Tel: (800) 588-3676
Tax ID:

Invoice #: INVMH8996
Invoice Date: 9/11/2025

Item	Term Start/End Date	Taxable	Amount
RNL-MHC-DSS1095C Document Self-Service Electronic 1095-C Web Delivery with User Options - Renewal Mnt	11/30/2025-11/30/2026	T	Included
RNL-MHC-DSSMHCKBA mhcKBA - Authentication - Renewal Mnt	11/30/2025-11/30/2026	T	Included
RNL-MHC-IXEXTERNAL External Image Drill Enablement - Renewal Mnt	11/30/2025-11/30/2026	T	Included
RNL-MHC-DECFINTFCE Custom Forms Interface (Import Routine) - Renewal Mnt	11/30/2025-11/30/2026	T	Included
RNL-MHC-IXAPCAPTUR AP Capture Interface - Renewal Mnt	11/30/2025-11/30/2026	T	Included
RNL-MHC-IXWFAPAUTO Workflow - AP Invoice Automation GL/AP20/MA540 Integration - Renewal Mnt	11/30/2025-11/30/2026	T	Included
RNL-MHC-IXLOADCOPY IX Load Copies Interface(s) - Renewal Mnt	11/30/2025-11/30/2026	T	Included
RNL-MHC-DEBCINTFCE Forms Interface (Import Routine) - Renewal Mnt	11/30/2025-11/30/2026	T	Included
RNL-MHC-IXIMAGEEXP MHC Image Express - Renewal Mnt	11/30/2025-11/30/2026	T	Included
RNL-MHC-IXAPCAPTUR AP Capture Interface - Renewal Mnt	11/30/2025-11/30/2026	T	Included
RNL-MHC-DE1099 1099 Module - Renewal Mnt	11/30/2025-11/30/2026	T	Included
RNL-MHC-DE1099NEC Document Express 1099-NEC Module - Renewal Mnt	11/30/2025-11/30/2026	T	Included
RNL-MHC-DEAP DE Accounts Payable Module - Renewal Mnt	11/30/2025-11/30/2026	T	Included
RNL-MHC-DEAPACH AP ACH Module - Renewal Mnt	11/30/2025-11/30/2026	T	Included
RNL-MHC-DEAPBKRECN AP Bank Reconciliation per Bank - Renewal Mnt	11/30/2025-11/30/2026	T	Included
RNL-MHC-DEAPINTFCE AP Interface (Import Routine) - Renewal Mnt	11/30/2025-11/30/2026	T	Included
RNL-MHC-DEAPPOSPTN AP Positive Pay Module with Transmission - Renewal Mnt	11/30/2025-11/30/2026	T	Included
RNL-MHC-DEBCFRMDSN Forms Design (Print Routine) - Renewal Mnt	11/30/2025-11/30/2026	T	Included

Check Payments:
MHC Software Holdings & Subsidiaries
P.O. Box 772854
Detroit, MI 48277-2854

Credit Card Payments:
Pay Now by Credit Card

US ACH Payments:
JP Morgan Chase
In Favor of MHC Software, Inc.
ABA#
Account#

Wire Payments:
NOTE: Should be submitted in USD
JP Morgan Chase
ABA#
Swift Code: CHASUS33
Beneficiary: MHC Software
Beneficiary Account #

Please send remittances for Wire and ACH payments to accounting@mhcautomation.com

MHC Software
12000 Portland Ave S, Suite 230
Burnsville MN 55337
Tel: (800) 588-3676
Tax ID:

Invoice #: INVMH8996
Invoice Date: 9/11/2025

FINANCE CHARGES WILL ACCRUE ON ACCOUNTS OVER 60 DAYS

Subtotal	$91,930.60
Shipping Cost	0.00
Tax Total (%)	$0.00
Total	$91,930.60

Check Payments:
MHC Software Holdings & Subsidiaries
P.O. Box 772854
Detroit, MI 48277-2854

Credit Card Payments:
Pay Now by Credit Card

US ACH Payments:
JP Morgan Chase
In Favor of MHC Software, Inc.
ABA# 124001545
Account#

Wire Payments:
NOTE: Should be submitted in USD
JP Morgan Chase
ABA#
Swift Code: CHASUS33
Beneficiary: MHC Software
Beneficiary Account

Please send remittances for Wire and ACH payments to accounting@mhcautomation.com

September 4th, 2025

DuPage County
421 N. County Farm Road
Wheaton, IL 60187

Dear Ms. Sarah Godzicki:

This letter serves as a Sole Source Letter for DuPage County.

Document Express™, Document Self-Service™ and Image Express™ are proprietary software products of MHC Software and they are solely supported by MHC Software.

Thank you for your continued business.

Best Regards,

Signature on File

Zachary Bloss
MHC Software
12000 Portland Ave South, Suite 230
Burnsville, MN 55337

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:	MHC SOFTWARE HOLDINGS, INC
CONTACT PERSON:	ACCOUNTING
CONTACT EMAIL:	ACCOUNTING@MHCAUTOMATION.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: Zachary Bloss

Signature Signature on File

Title: Corporate Controller

Date: 2025-09-04 09:36:0

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

File #: TE-P-0023-25 **Agenda Date:** 11/4/2025 **Agenda #:** 7.G.6.

AWARDING RESOLUTION ISSUED TO
CRITICAL POWER SOLUTIONS GROUP, LLC
FOR THE PROCUREMENT AND DELIVERY OF AN
EATON UNINTERRUPTIBLE POWER SUPPLY (UPS)
FOR INFORMATION TECHNOLOGY
(CONTRACT TOTAL AMOUNT $83,748.00)

WHEREAS, bids have been taken and processed in accordance with County Board policy; and

WHEREAS, the Technology committee recommends County Board approval for the issuance of a contract to Critical Power Solutions Group, LLC, for the procurement and delivery of an Eaton Uninterruptible Power Supply (UPS), for the period of December 1, 2025 through November 30, 2026, for Information Technology.

NOW, THEREFORE BE IT RESOLVED, that said contract is for the procurement and delivery of an Eaton Uninterruptible Power Supply (UPS), for the period of December 1, 2025 through November 30, 2026, for Information Technology, be, and it is hereby approved for issuance of a contract by the Procurement Division to Critical Power Solutions Group, LLC, 7440 SW 50th Terrace, Unit 104A, Miami, FL 33155, for a contract total amount not to exceed $83,748.00, per lowest responsible bid #25-111-IT.

Enacted and approved this 12th day of November, 2025 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#: 25-2591	RFP, BID, QUOTE OR RENEWAL #: 25-111-IT	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: $83,748.00
COMMITTEE: TECHNOLOGY	TARGET COMMITTEE DATE: 11/04/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: $83,748.00
	CURRENT TERM TOTAL COST: $83,748.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		*Department Information*	
VENDOR: Critical Power Solutions Group, LLC	VENDOR #:	DEPT: IT	DEPT CONTACT NAME: Richard Burnson
VENDOR CONTACT: Nancy Venegas	VENDOR CONTACT PHONE: 513-716-5140	DEPT CONTACT PHONE #: 630-407-5064	DEPT CONTACT EMAIL: Richard.Burnson@dupagecounty.gov
VENDOR CONTACT EMAIL: nancy.venegas@cpsgroupinc.net	VENDOR WEBSITE: cpsgroupinc.net	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.).
For the procurement and delivery of an Eaton Uninterruptible Power Supply (UPS) for the DuPage County data center as specified by the DuPage County Facilities Management department, per lowest responsible bid #25-111-IT.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
The existing UPS is over its expected lifetime and needs to be replaced to ensure power resiliency for the County IT systems.

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.
LOWEST RESPONSIBLE QUOTE/BID (QUOTE < $25,000, BID ≥ $25,000; ATTACH TABULATION)

DECISION MEMO REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source.
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).

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			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: Critical Power Solutions Groups, LLC	Vendor#:	Dept: IT	Division:
Attn: Nancy Venegas	Email: nancy.venegas@cpsgroupinc.net	Attn: Sarah Godzicki	Email: ITAP@dupagecounty.gov
Address: 7440 SW 50th Terrace, Unit 104 A	City: Miami	Address: 421 N. County Farm Road	City: Wheaton
State: FL	Zip: 33155	State: IL	Zip: 60187
Phone: 513-716-5140	Fax: N/A	Phone: 630-407-5037	Fax: N/A
Send Payments To:		*Ship to:*	
Vendor: Same as above	Vendor#:	Dept: IT	Division:
Attn:	Email:	Attn: Richard Burnson	Email: Richard.Burnson@dupagecounty.gov
Address:	City:	Address: 421 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-5064	Fax: N/A
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): 12/1/2025	Contract End Date (PO25): 11/30/2026

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	40	EA		Gen2 93PM UPS 50kW – Batteries jars	FY26	1000	1110	54100		120.00	4,800.00
2	1	EA		93PM IBC-LW Battery Cabinet	FY26	1000	1110	54100		24,198.00	24,198.00
3	1	EA		93PM UPS Frame	FY26	1000	1110	54100		51,450.00	51,450.00
4	1	EA		93PM 480V Predictpulse Wireless Kit	FY26	1000	1110	54100		1,900.00	1,900.00
5	1	EA		93PM Remote Monitoring Device Kit	FY26	1000	1110	54100		1,200.00	1,200.00
6	1	EA		93PM Certified Test Data	FY26	1000	1110	54100		200.00	200.00
FY is required, ensure the correct FY is selected.										Requisition Total	$ 83,748.00

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. Please email PO to Sarah Godzicki and Richard Burnson and copy both when emailing PO to vendor.
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.

THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
EATON UPS EQUIPMENT 25-111-IT
BID TABULATION

✓

				Critical Power Solutions Group, Inc.		EOLA Power LLC		The Krydon Group	
NO.	ITEM	UOM	QTY	**PRICE**	**EXTENDED PRICE**	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
1	Gen2 93PM UPS 50kW – Batteries jars	EA	40	**$ 120.00**	**$ 4,800.00**	$ 199.66	$ 7,986.40	$ 498.00	$ 19,920.00
2	93PM IBC-LW Battery Cabinet	EA	1	**$ 24,198.00**	**$ 24,198.00**	$ 19,527.29	$ 19,527.29	$ 9,800.00	$ 9,800.00
3	93PM UPS Frame	EA	1	**$ 51,450.00**	**$ 51,450.00**	$ 62,680.29	$ 62,680.29	$ 59,340.00	$ 59,340.00
4	93PM 480V Predictpulse Wireless Kit	EA	1	**$ 1,900.00**	**$ 1,900.00**	$ 889.20	$ 889.20	$ 1,200.00	$ 1,200.00
5	93PM Remote Monitoring Device Kit	EA	1	**$ 1,200.00**	**$ 1,200.00**	$ 889.20	$ 889.20	$ 2,250.00	$ 2,250.00
6	93PM Certified Test Data	EA	1	**$ 200.00**	**$ 200.00**	$ 248.98	$ 248.98	$ 400.00	$ 400.00
			GRAND TOTAL		**$ 83,748.00**		$ 92,221.36		$ 92,910.00

NOTES
1. FGC Equipment, LLC has been deemed non-responsive for not including required document(s).
2. Harlan Bernstein dba ItWorks Distributing has been deemed non-responsive for not providing price as requested.
3. PWR Storage Solutions, LLC dba Power Storage Solution has been deemed non-responsive due to incomplete submission.

Bid Opening 10/7/2025 @ 2:30 PM	HK, BR, SR
Invitations Sent	81
Total Vendors Requesting Documents	12
Total Bid Responses	6

DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

MANDATORY FORM

Section I: Contact Information

Complete the contact information below.

BID NUMBER:	**25-111-IT**
COMPANY NAME:	Critical Power Solutions Group, Inc
MAIN ADDRESS:	7440 SW 50th Terrace, Unit 104A
CITY, STATE, ZIP CODE:	Miami, Florida, 33155
TELPHONE NO.:	513-716-5140
BID CONTACT PERSON:	Alexander Azcurra
CONTACT EMAIL:	bids@cpsgroupinc.net

Section II: Contract Administration Information

Complete the contract administration information below.

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME:	Nancy Venegas	NAME:	Alexander Azcurra
CONTACT:	Operations Manager	CONTACT:	President
ADDRESS:	7440 SW 50th Terrace, Unit 104 A	ADDRESS:	7440 SW 50th Terrace, Unit 104 A
CITY, ST., ZIP:	Miami, Fl. 33155	CITY, ST., ZIP:	Miami, Fl. 33155
PHONE NO.:	513-716-5140	PHONE NO.:	513-716-5140
EMAIL:	nancy.venegas@cpsgroupinc.net	EMAIL:	alexander.azcurra@cpsgroupinc.net

Section III: Certification

The undersigned certifies that they are:

☑ The Owner or Sole Proprietor	❒ A Member authorized to sign on behalf of the Partnership	❒ An Officer of the Corporation	❒ A Member of the Joint Venture

Herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

[redacted]

(President or Partner)

(Vice-President or Partner)

(Secretary or Partner)

(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Officer, DuPage County, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. 1 _____, _____, and _____ issued thereto.

Further, the undersigned proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus, and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time and at the price therein prescribed.

Further, the undersigned certifies and warrants that they are duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate.

Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either Chapter 720 Illinois Compiled Statutes 5/33 E-3 or 5/33 E-4, bid rigging or bid-rotating, or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that they have examined and carefully prepared this bid and have checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.

If a Corporation, the undersigned, further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed nor modified, and that the same remain in full force and effect. (Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the Bidder certifies that it has provided equipment, supplies, or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that it will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

By signing below, the Bidder agrees to the terms of this Mandatory Form and certifies that the information on this form is true and correct to the best of its knowledge.

Printed Name: Alexander Azcura

Signature: [redacted]

Title: President

Date: October 6, 2025

BID PRICING FORM

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	**25-111-IT**
COMPANY NAME:	Critical Power Solutions Group, Inc
CONTACT PERSON:	Alexander Azcurra
CONTACT EMAIL:	bids@cpsgroupinc.net

Section II: Pricing

All goods are to be shipped F.O.B. Destination, delivered, and installed.

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	Gen2 93PM UPS 50kW – Batteries jars	EA	40	$ 120.00	$ 4,800.00
2	93PM IBC-LW Battery Cabinet	EA	1	$ 24,198.00	$ 24,198.00
3	93PM UPS Frame	EA	1	$ 51,450.00	$ 51,450.00
4	93PM 480V Predictpulse Wireless Kit	EA	1	$ 1,900.00	$ 1,900.00
5	93PM Remote Monitoring Device Kit	EA	1	$ 1,200.00	$ 1,200.00
6	93PM Certified Test Data	EA	1	$ 200.00	$ 200.00
				GRAND TOTAL	$ 83,748.00
GRAND TOTAL (In words)	Eighty-three thousand seven hundred forty-eight dollars				

Section III: Certification

By signing below, the Bidder agrees to provide the required goods and/or services described in the Bid Specifications for the prices quoted on this Bid Pricing Form.

Printed Name: Alexander Azcurra Signature: [redacted]

Title: President Date: October 6, 2025

51,450.00

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:	**25-111-IT**
COMPANY NAME:	Critical Power Solutions Group, Inc
CONTACT PERSON:	Alexander Azcurra
CONTACT EMAIL:	bids@cpsgroupinc.net

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.

Printed Name: Alexander Azcurra Signature: Signature on File

Title: President Date: October 6, 2025

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

File #: TE-P-0024-25 **Agenda Date:** 11/4/2025 **Agenda #:** 7.G.7.

AWARDING RESOLUTION ISSUED TO
GRANICUS LLC
FOR LEGISLATIVE MANAGEMENT SOFTWARE SUPPORT AND HOSTING
FOR INFORMATION TECHNOLOGY
(CONTRACT TOTAL AMOUNT $45,066.22)

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 legislative management software support and hosting; and

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and the Government Services Administration #NCPA 01-115, the County of DuPage will contract with Granicus LLC; and

WHEREAS, the Technology Committee recommends County Board approval for the issuance of a contract to Granicus LLC, for legislative management software support and hosting, for the period of December 1, 2025 through November 30, 2026, for Information Technology.

NOW, THEREFORE BE IT RESOLVED, that County contract, covering said for for legislative management software support and hosting, for the period of December 1, 2025 through November 30, 2026, for Information Technology, be, and it is hereby approved for issuance of a contract by the Procurement Division to Granicus LLC, 408 St. Peter Street, Suite 600, St. Paul, MN 55102, for a contract total amount not to exceed $45,066.22, per contract pursuant to the Government Services Administration #NCPA 01-115.

Enacted and approved this 12th day of November, 2025 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#: 25-2602	RFP, BID, QUOTE OR RENEWAL #: Q-479233	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: $45,066.22
COMMITTEE: TECHNOLOGY	TARGET COMMITTEE DATE: 11/04/2025	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: $45,066.22
	CURRENT TERM TOTAL COST: $45,066.22	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		*Department Information*	
VENDOR: Granicus LLC	VENDOR #: 35074	DEPT: Information Technology	DEPT CONTACT NAME: Richard Burnson
VENDOR CONTACT: Valery Mendez	VENDOR CONTACT PHONE:	DEPT CONTACT PHONE #: 630-407-5064	DEPT CONTACT EMAIL: Richard.Burnson@dupagecounty.gov
VENDOR CONTACT EMAIL: valery.mendez@granicus.com	VENDOR WEBSITE:	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.).
Annual support and hosting for Legislative Meeting Management Agenda & Minutes and Civic Streaming, per NCPA Contract #01-115.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
The County uses Legistar to host our meeting management software for County Board and Committee agendas and to live-stream the County Board meetings.

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. 30 ILCS 525/2 "Governmental Joint Purchasing Act" NCPA Contract #01-115
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). Staff recommends utilizing the Governmental Joint Purchasing Act pricing. Other alternatives are to go to bid for these hosting and support services, which could jeopardize the County's ability to post agendas and minutes, as well as stream County Board meetings.

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			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: Granicus LLC	Vendor#: 35074	Dept: Information Technology	Division:
Attn: Valery Mendez	Email: valery.mendez@granicus.com	Attn: Sarah Godzicki	Email: ITAP@dupagecounty.gov
Address: 408 St. Peter Street, Suite 600	City: St. Paul	Address: 421 N. County Farm Road	City: Wheaton
State: MN	Zip: 55102	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-5037	Fax:
Send Payments To:		*Ship to:*	
Vendor: SAME AS ABOVE	Vendor#: 35074	Dept: Information Technology	Division:
Attn:	Email:	Attn: Richard Burnson	Email: Richard.Burnson@dupagecounty.gov
Address:	City:	Address: 421 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-5064	Fax:
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		Annual Support and Hosting for Legistar Open Platform and Gov Meetings Live Cast - 12/1/2025 - 11/30/2026	FY26	1000	1110	53807		45,066.22	45,066.22

FY is required, ensure the correct FY is selected.

Requisition Total $ 45,066.22

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. Please send PO to Sarah Godzicki & Richard Burnson and copy both when emailing PO to vendor.
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.

Granicus Budgetary Proposal for DuPage County IL

ORDER DETAILS

Prepared By:	Valery Mendez
Phone:	
Email:	valery.mendez@granicus.com
Order #:	Q-479233
Prepared On:	21 Oct 2025
Expires On:	30 Nov 2025

ORDER TERMS

Currency:	USD
Payment Terms:	In accordance with the Illinois Local Government Prompt Payment Act (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription End Date:	30 Nov 2025
Period of Performance:	01 Dec 2025 - 30 Nov 2026

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Renewing Subscription Fees			
Solution	**Billing Frequency**	**Quantity/Unit**	**Annual Fee**
Legistar	Annual	1 Each	$25,740.35
GovMeetings Live Cast	Annual	1 Each	$17,656.37
Granicus Live Cast Encoding Software	Annual	1 Each	$1,669.50
Open Platform Suite	Annual	1 Each	$0.00
Open Platform Suite	Annual	1 Each	$0.00
		SUBTOTAL:	**$45,066.22**

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at https://granicus.com/legal/licensing, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-479233 dated 21 Oct 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of DuPage County IL to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.

- The terms and conditions set forth in the Agreement effective 01 Dec 2024 are incorporated herein by reference.

DocuSign Envelope ID: 8B2338EA-DB58-473E-8E49-78640E3C508F

Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

June 21, 2024

Mr. Mark Hynes
Chief Executive Officer
Granicus, LLC
408 St Peter St, Suite 600
Saint Paul, Minnesota 55102

Sent via email to: contracts@granicus.com

Re: Renewal of Region 14 ESC Contract **#01-115, Software and SaaS Solutions**

Dear Mr. Hynes:

Region 14 Education Service Center is pleased to announce it is renewing contract **#01-115, Software and SaaS Solutions** for the period January 1, 2025 through December 31, 2025, in accordance with the contract.

If you have any questions or concerns, feel free to contact me at (325) 675-7003.

Sincerely,

Signature on File

Emily Jeffrey
Region 14, Chief Financial Officer

Docusign Envelope ID: ABD5855E-B873-4B59-A121-499FB5BC8631

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:	Granicus, LLC
CONTACT PERSON:	Valery Mendez
CONTACT EMAIL:	contracts@granicus.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: Brendan Stierman Signature: Signature on File

Title: Sr. Manager, Contracts Date: 9/17/2025

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

File #: 25-2680 **Agenda Date:** 11/4/2025 **Agenda #:** 7.H.1.

DT-R-0079B-23

RESCISSION OF LOCAL PUBLIC AGENCY AGREEMENT
APPROVED PER DT-R-0079A-23 AND APPROVAL
OF REVISED LOCAL PUBLIC AGENCY AGREEMENT
BETWEEN THE COUNTY OF DU PAGE AND
THE ILLINOIS DEPARTMENT OF TRANSPORTATION
CH 9/LEMONT ROAD (83RD STREET TO 87TH STREET) AND
CH 31/87TH STREET (HAVEN DRIVE TO LEMONT ROAD)
SECTION 16-00232-00-CH
(ESTIMATED COUNTY COST $4,591,614.00)

WHEREAS, the DuPage County Board heretofore adopted Resolution DT-R-0079-23 on August 22, 2023, and DT- R-0079A-23 on November 14, 2023, authorizing the County of DuPage (hereinafter referred to as COUNTY) and the Illinois Department of Transportation (hereinafter referred to as STATE) to enter into a Joint Funding Agreement for Construction Work for Federal Participation ("AMENDED AGREEMENT") for improvements to CH 9/Lemont Road (83rd Street to 87th Street) and CH 31/87th Street (Haven Drive to Lemont Road), Section 16-00232-00-CH (hereinafter referred to as IMPROVEMENT); and

WHEREAS, Resolution DT-R-0079A-23 estimated construction cost for the IMPROVEMENT was $7,106,782.00 and the estimated cost to the COUNTY was anticipated to be $1,747,782.00 and the cost to the STATE was anticipated to be $5,359,000.00; and

WHEREAS, subsequent to Resolution DT-R-0079A-23 being approved by the COUNTY and the COUNTY signing the AMENDED AGREEMENT, but, prior to the STATE signing the AMENDED AGREEMENT, the estimated construction cost was reassessed, and the total estimated cost of construction is now estimated to be $9,950,614.00 and the increased COUNTY share is $4,591,614.00 with no change to the STATE's share; and

WHEREAS, the COUNTY revised the Joint Funding Agreement for Construction Work for Federal Participation, (hereinafter referred to as SECOND AMENDED AGREEMENT) that is attached to this resolution to reflect the change in the total estimated construction cost and COUNTY share; and

WHEREAS, the DuPage County Board finds that it is in the best interest of the COUNTY to rescind the AMENDED AGREEMENT (essentially, a legal offer to the STATE) approved by the DuPage County Board per Resolution DT-R-0079A-23 and to approve the SECOND AMENDED AGREEMENT, and

WHEREAS, sufficient funds have been appropriated by the COUNTY to pay for its share of the construction cost of the IMPROVEMENT; and

WHEREAS, said SECOND AMENDED AGREEMENT must be executed before construction of the IMPROVEMENT can begin.

NOW, THEREFORE, BE IT RESOLVED, that the DuPage County Board rescinds Resolution DT-R-0079A-23 and its offer in the AMENDED AGREEMENT between the COUNTY and the STATE and replaces it with this revised Joint Funding Agreement for Construction Work for Federal Participation, SECOND AMENDED AGREEMENT, attached hereto; and

BE IT FURTHER RESOLVED that the DuPage County Chair is hereby authorized and directed to sign on behalf of the COUNTY, the referenced SECOND AMENDED AGREEMENT with the STATE; and

BE IT FURTHER RESOLVED that the Director of Transportation or his designee is hereby authorized to execute any other documents necessary and pertinent to said SECOND AMENDED AGREEMENT and shall take such action as may be necessary to carry out the terms of said SECOND AMENDED AGREEMENT; and

BE IT FURTHER RESOLVED that the County Clerk transmit a copy of this Resolution and any associated Illinois Department of Transportation BLR form appropriating the necessary motor fuel tax funds to pay for the improvement to the State of Illinois Department of Transportation, by and through the Division of Transportation.

BE IT FURTHER RESOLVED that six (6) original copies of the Resolution and SECOND AMENDED AGREEMENT be sent to the STATE, by and through the DuPage County Division of Transportation.

Enacted and approved this 12th day of November, 2025 at Wheaton, Illinois.

_____
DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

SPECIAL PURCHASE REQUISITION, DU PAGE COUNTY, ILLINOIS

WHEATON, ILLINOIS 60187

6765-1-SERV
PURCHASE ORDER NO.

10/29/2025
DATE

REQUISITIONING AGENCY
DuPage County Division of Transportation
NAME
421 N. County Farm Road
ADDRESS
Wheaton, IL 60187
CITY, STATE, ZIP

SHIP TO ADDRESS
Same
NAME

ADDRESS

CITY, STATE, ZIP

DT-R-0079-23
RESOLUTION NUMBER

PL COMPANY	VENDOR NUMBER	EXPIRATION DATE	LAST INVOICE DATE	FOB
	10604	11/30/2028	11/30/2031	Wheaton, IL

FY-ACCT UNIT-ACCT CODE-ACT CODE	QUANTITY	UNIT OF PURCHASE	ITEM CODE	DESCRIPTION COMMODITY / CONTRACT	UNIT PRICE	EXTENSION
LN1-FY24-1500-3550-54050	-LEMNT_83_87			Improvements along Lemont Road (83rd Street to 87th Street)		136,945.50
LN3-FY25-1500-3550-54050	-LEMNT_83_87			and 87th Street (Haven Drive to Lemont Road).		873,891.00
LN4-FY26-1500-3550-54050	-LEMNT_83_87			Section 16-00232-00-CH		436,945.50
LN5-FY25-1500-3500-54050	-LEMNT_83_87			**AMENDING CHANGE ORDER - DT-R-0079B-23**		300,000.00
LN1-FY24-1500-3550-54050	-LEMNT_83_87			Decrease Line		-136,945.50
LN3-FY25-1500-3550-54050	-LEMNT_83_87			Decrease Line		-873,891.00
LN4-FY26-1500-3550-54050	-LEMNT_83_87			Increase Line w/ Prior Fiscal Year Encumbrances		1,010,836.50
LN4-FY26-1500-3550-54050	-LEMNT_83_87			Increase Line		2,843,832.00
LN5-FY25-1500-3500-54050	-LEMNT_83_87			Decrease Line		-300,000.00
LN6-FY26-1500-3569-54050	-LEMNT_83_87			Establish Line		300,000.00
					TOTAL	$4,591,614.00

VENDOR
Treasurer State of Illinois, Illinois Department of Transportation, Room 322 Harry R. Hanley Bldg, 2300 S. Dirksen Parkway, Springfield, IL 62764

COMMITTEE APPROVAL	DATE
Transportation	11/04/25
County Board	11/12/25

Line Encumbrances
LN1/LN3/LN5 - $0.00
LN4 - $4,291,614.00
LN6 - $300,000.00

Signature on file
10/29/25
DATE

FORM PR770 REV. 1193

910

Illinois Department of Transportation

Joint Funding Agreement for Federally Funded Construction

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
County of DuPage	DuPage	16-00232-00-CH

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STU	N/A	CMAP	08-20-0026

Construction

State Job Number	Project Number
C-91-081-21	X6UK(066)

☐ Local Let/Day Labor ☒ Construction on State Letting ☐ Construction Engineering ☐ Utilities ☐ Railroad Work

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	Stationing To
Lemont Road	FAU 2612	0.50 mile	03.70	04.20

Location Termini: 83rd Street to 87th Street

Current Jurisdiction	Existing Structure Number(s)	
DuPage County	N/A	Remove

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	Stationing To
87th Street	FAU 3580	0.61 mile	00.24	00.85

Location Termini: Havens Drive to Lemont Road

Current Jurisdiction	Existing Structure Number(s)	
DuPage County	N/A	Remove

PROJECT DESCRIPTION

The scope of improvement includes the roadway widening at the intersections of Lemont Road/87th Street and Lemont Road/83rd Street. This portion of work includes traffic signal modernization, drainage improvements, and a section of roadway reconstruction. Also included as part of the project is the roadway resurfacing of Lemont Road between 87th Street and 83rd Street as well as 87th Street from Lemont Road west to Havens Drive.

Local Public Agency	Section Number	State Job Number	Project Number
County of DuPage	16-00232-00-CH	C9108121	X6UK(066)

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "**LPA**" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as the "**STATE**". The **STATE** and **LPA** jointly proposes to improve the designated location as described in the Location and Project Description sections of this agreement. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the **LPA** and approved by the **STATE** using the **STATE's** policies and procedures approved and/or required by the Federal Highway Administration, hereby referred to as "**FHWA**".

I. GENERAL

1.1 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The **STATE** 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 the **LPA** by the **STATE** or the federal funding source, (ii) the Governor or **STATE** reserves funds, or (iii) the Governor or **STATE** determines that funds will not or may not be available for payment. The **STATE** shall provide notice, in writing, to **LPA** 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 Section will be effective upon the date of the written notice unless otherwise indicated.

1.2 Domestic Steel Requirement. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Build America-Buy America provisions.

1.3 Federal Authorization. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.

1.4 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

1.5 Termination. This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the **STATE**, the **STATE** must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If the **STATE** determines in the case of a partial termination that the reduced or modified portion of the funding award will not accomplish the purposes for which the funding award was made, the **STATE** may terminate the Agreement in its entirety.

This Agreement may be terminated, in whole or in part, by the **STATE** without advance notice:

a. Pursuant to a funding failure as provided under Article 1.1.

b. If **LPA** fails to comply with the terms and conditions of this funding 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.

II. REQUIRED CERTIFICATIONS

By execution of this Agreement and the LPA's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules and any and all license requirements or professional certification provisions.

2.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). The **LPA** certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference.

2.2 Compliance with Registration Requirements. **LPA** certifies that it: (i) is registered with the federal SAM system; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable. It is **LPA**'s responsibility to remain current with these registrations and requirements.

2.3 Bribery**.** The **LPA** certifies to the best of it's knowledge that it's officials have 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 (30 ILCS 500/50-5).

2.4 Bid Rigging**. LPA** 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 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

2.5 Debt to State. **LPA** certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because the **LPA**, or its affiliate(s), is/are delinquent in the payment of any debt to the **STATE**, unless the **LPA**, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and **STATE** acknowledges the **LPA** may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

2.6 Debarment. The **LPA** certifies to the best of its knowledge and belief that it's officials:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or 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; violation of Federal or State anti-trust statutes or

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;

c. are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and

d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.

2.7 Construction of Fixed Works**.** The **LPA** certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall 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 Program, the **LPA** shall comply with the requirements of the Prevailing Wage Act including, but not limited to, 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 Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

2.8 Criminal Convictions**.** The **LPA** certifies that neither it nor any managerial agent of **LPA** 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. The **LPA** further certifies that it is not barred from receiving an funding award under 30 ILCS 500/50-10.5 and acknowledges that **STATE** shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

2.9 Improper Influence. The **LPA** certifies that no funds have been paid or will be paid by or on behalf of the **LPA** to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly 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. 31 USC 1352. Additionally, the **LPA** certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

2.10 Telecom Prohibition. The **LPA** certifies that it will comply with Section 889 of the FY 2019 National Defense Authorization Act (NDAA) that prohibits the use of telecommunications or video surveillance equipment or services produced or provided by the following companies: Dahua Technology Company, Hangzhou Hikvision Digital Technology Company, Huawei Technologies Company, Hytera Communications Corporation, and ZTE Corporation. Covered equipment and services cannot be used as substantial or essential component or any system, or as critical technology as part of any system.

2.11 Personal Conflict of Interest - (50 ILCS 105/3, 65 ILCS 5/3.1-55-10, 65 ILCS 5/4-8-6) The **LPA** certifies that it shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the **LPA** may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

a. the employee, officer, board member, or agent;
b. any member of his or her immediate family;
c. his or her partner; or
d. an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that **LPA**'s employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The **STATE** may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the **LPA** relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the **LPA** from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

2.12 Organizational Conflict of Interest - The **LPA** certifies that it will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or **LPA** or impair the objectivity in performing the contract work.

2.13 Accounting System. The **LPA** certifies that it has 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. To comply with 2 CFR 200.305(b)(7)(i), the **LPA** shall use reasonable efforts to ensure that funding streams are delineated within **LPA**'s accounting system. *See* 2 CFR 200.302.

III. AUDIT AND RECORD RETENTION

3.1 Single Audits: The **LPA** shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200.

If, during its fiscal year, **LPA** expends $750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), **LPA** 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. A copy of the audit report must be submitted to the **STATE** (IDOT's Financial Review & Investigations Section, Room 126, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the **LPA**'s fiscal year.

Assistance Listing number (formally known as the Catalog of Federal Domestic Assistance (CFDA) number) for all highway planning and construction activities is **20.205**.
Federal funds utilized for construction activities on projects let and awarded by the **STATE** (federal amounts shown as "Participating Construction" on Schedule 2) are not included in a **LPA**'s calculation of federal funds expended by the **LPA** for Single Audit purposes.

3.2 STATE Audits: The **STATE** may, at its sole discretion and at its own expense, perform a final audit of the Project (30 ILCS 5, the Illinois State Auding Act). Such audit may be used for settlement of the Project expenses and for Project closeout purposes. The **LPA** agrees to implement any audit findings contained in the **STATE**'s authorized inspection or review, final audit, the **STATE**'s independent audit, or as a result of any duly authorized inspection or review.

3.3 Record Retention. The **LPA** shall maintain for three (3) years from the date of final project closeout by the **STATE**, adequate books, records, and supporting documents to verify the amounts, recipient, and uses of all disbursements of funds passing in conjunction with this contract. adequate to comply with 2 CFR 200.334. 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.

3.4 Accessibility of Records. The **LPA** shall permit, and shall require its contractors and auditors to permit, the **STATE**, and any authorized agent of the **STATE**, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the **LPA** with regard to the Project. The **LPA** in compliance with 2 CFR 200.337 shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized **STATE** representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the **STATE**'s Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by the **STATE** (including auditors), by the state of Illinois or by federal statute. The **LPA** shall cooperate fully in any such audit or inquiry.

3.5 Failure to maintain the books and records. Failure to maintain the books, records and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the terms of this contract.

IV. LPA FISCAL RESPONSIBILITIES

4.1 To provide all initial funding and payment for construction engineering, utility, and railroad work

4.2 LPA Appropriation Requirement. By execution of this Agreement the **LPA** attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the **LPA** share of project costs. A copy of the authorizing resolution or ordinance is attached as Schedule 5.

4.3 Reimbursement Requests: For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.

4.4 Financial Integrity Review and Evaluation (FIRE) program: **LPA's** and the **STATE** must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.

4.5 Final Invoice: The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice

may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.

4.6 Project Closeout: The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result In the immediate close-out of the project and loss of further funding.

4.7 Project End Date: The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under $1,000,000 or seven (7) years for projects over $1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

V. THE LPA AGREES

5.1 To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.

5.2 To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.

5.3 To provide on-site engineering supervision and inspection during construction of the proposed improvement.

5.4 To retain jurisdiction of the completed improvement unless specified otherwise by schedule (schedule should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional schedule is required.

5.5 To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by schedule) in a manner satisfactory to the **STATE** and the **FHWA.**

5.6 To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.

5.7 To regulate parking and traffic in accordance with the approved project report.

5.8 To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.

5.9 To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.

5.10 For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA**'s DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on **STATE** awarded contracts, this agreement shall be administered under the provisions of the **STATE**'S USDOT approved Disadvantaged Business Enterprise Program.

5.12 That execution of this agreement constitutes the **LPA**'s concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.

VI. THE STATE AGREES

6.1 To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA**'s certification of compliance with Title II and III Requirements.

6.2 To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.

6.3 To provide all initial funding and payments to the contractor for construction work let by the **STATE**. The **LPA** will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Schedule 2.

6.4 For agreements with federal and/or state funds in local let/day labor construction, construction engineering, utility work and/or railroad work:

a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

SCHEDULES

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

☒	1.	Division of Cost
☒	2.	Location Map
☒	3.	Risk Assessment
☒	4.	Attestations
☒	5.	Resolution*
☐		
☐		
☐		
☐		

*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

Local Public Agency	Section Number	State Job Number	Project Number
County of DuPage	16-00232-00-CH	C9108121	X6UK(066)

AGREEMENT SIGNATURES EXECUTION

The LPA agrees to accept and comply with the applicable provision set forth in this agreement including attached schedules.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Deborah A. Conroy

Title of Official

Chair, DuPage County Board

Signature | Date

The above signature certifies the agency's TIN number is

366006551 conducting business as a Governmental Entity.

DUNS Number 135836026

UEI W7KRN7E54898

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation | Date

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets | Date

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer | Date

Michael Prater, Chief Counsel | Date

Vicki Wilson, Chief Fiscal Officer | Date

NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required and attached as Schedule 5. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.

☐ Please check this box to open a fillable Resolution form within this form.

SCHEDULE NUMBER 1

Local Public Agency	County	Section Number	State Job Number	Project Number
County of DuPage	DuPage	16-00232-00-CH	C-91-081-21	X6UK(066)

DIVISION OF COST

	Federal Funds			State Funds			Local Public Agency			
Type of Work	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	Totals
Participating Construction	STU	$5,359,000.00	*				Local	$4,591,614.00	BAL	$9,950,614.00
Total		$5,359,000.00		Total			Total	$4,591,614.00		$9,950,614.00

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

*Maximum FWHA (STU) participation 80% of construction, not to exceed $5,359,000.00

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final **LPA** share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

☐ METHOD A - Lump Sum (80% of LPA Obligation _____)

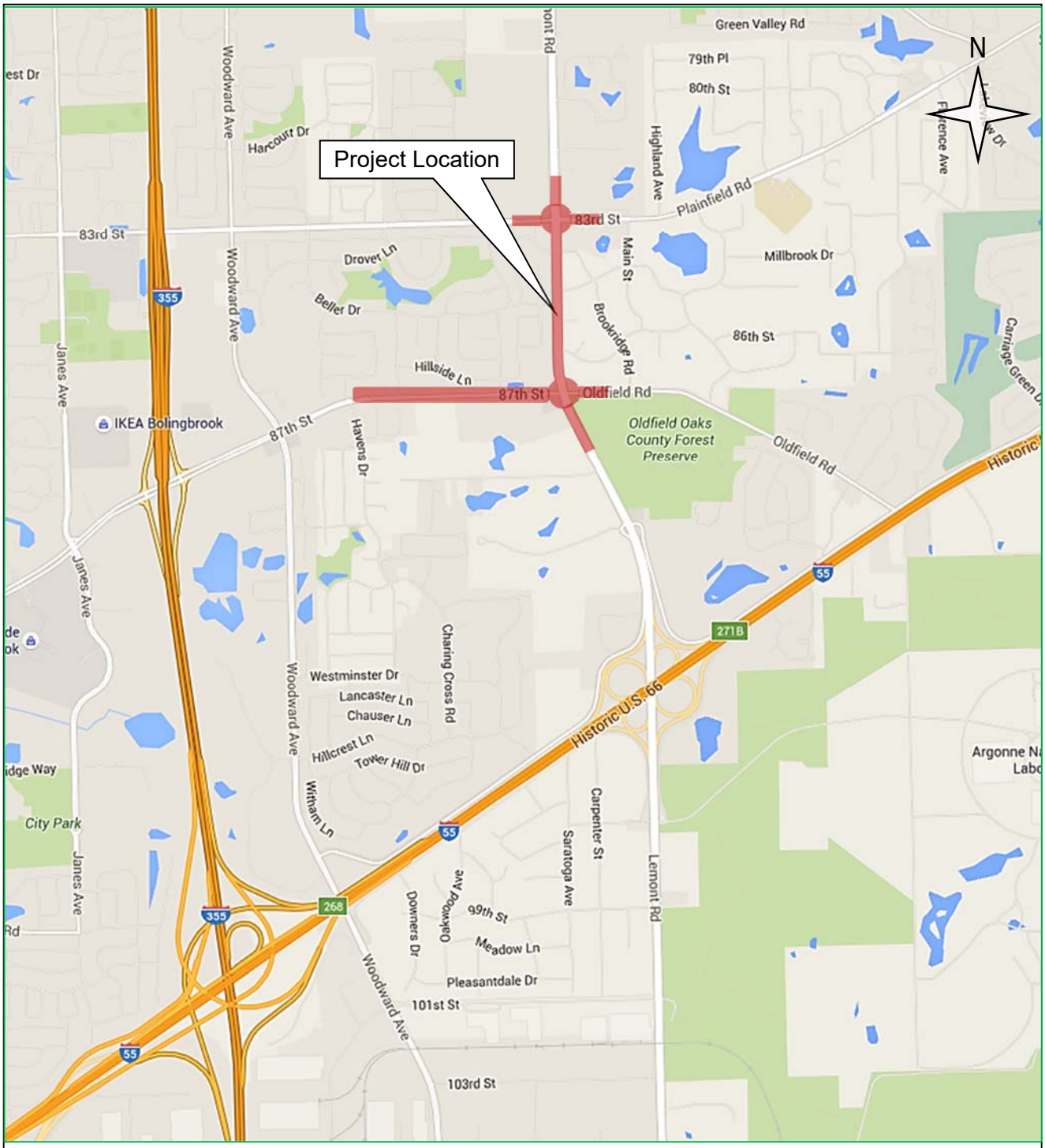
Lump Sum Payment - Upon award of the contract for this improvement, the **LPA** will pay the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

☐ METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month.

Monthly Payments - Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** a specified amount each month for an estimated period of months, or until 80% of the **LPA's** estimated obligation under the provisions of the agreement has been paid. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

☒ METHOD C - **LPA's** Share Balance divided by estimated total cost multiplied by actual progress payment.

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA's** share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.



ROADWAY FUNCTION CLASSIFICATION:

Lemont Road – Minor Arterial

87th Street – Minor Arterial

83rd Street – Minor Arterial

Oldfield Road – Minor Collector

DuPage County Division of Transportation

Lemont Rd
87th Street to 83rd Street

PROJECT LOCATION MAP

Not to Scale Date: 10/9/2017

SCHEDULE NUMBER 3

Local Public Agency	Section Number	County	State Job Number	Project Number
County of DuPage	16-00232-00-CH	DuPage		

LRS Federal Funds RISK ASSESSMENT

Risk Factor	Description	Definition of Scale (time frames are based on LPA fiscal year)	Points
General History of Performance	Have there been any changes in key organizational staff or leadership, such as Fiscal and Administrative Management, Transportation Related Program/Project Management, and/or Elected Officials?	**0 points** - no significant changes in the last 4 or more years; **1 point** - minor changes, but majority of key staff and officials have not changed in the last 4 years; **2 points** - significant key staff or elected leadership changes within the last 3 years; **3 points** - significant key staff and elected leadership changes within the last 3 years	2
	What is the LPA's history with federal-aid funded transportation projects?	**0 points** - One or more federal-aid funded transportation projects initiated per year; **1 point** - At least one project initiated within the past three years; **2 points** - AT least one project initiated within the past 5 years; **3 points** - None or more than 5 years	0
	Does LPA have qualified technical staff with experience managing federal-aid funded transportations through IDOT?	**0 points -** Full-time employee with experience designated as being in "responsible charge"; **1 point** - LPA has qualified technical staff, but will be utilizing an engineering consultant to manage day-to-day with LPA technical staff oversight; **2 points** - LPA has no technical staff and all technical work will be completed by consultant, but LPA staff has prior experience with federal-aid projects; **3 points** - LPA staff have no prior experience or technical expertise and relying solely on consultant	0
	Has the LPA been untimely in submitting invoicing, reporting on federal-aid projects as required in 2 CFR 200, and or audits as required?	**0 points** - No; **1 point** - Delays of 6 or more months; **2 points** - Delays of up to 1 year; **3 points** - 1 year or more years of delay	0
Financial Controls	Are the annual financial statements prepared in accordance with Generally Accepted Accounting Principles or on a basis acceptable by the regulatory agency?	**0 points** - yes; **3 points** - no	0
	What is the LPA's accounting system?	**0 points** - Automated accounting software; **1 point** - Spreadsheets; **2 points** - paper only; **3 points** - none	0
	Does the organization have written policies and procedures regarding proper segregation of duties for fiscal activities that include but are not limited to: a) authorization of transactions; b) recordkeeping for receipts and payments; and c) cash management?	**0 points** - yes; **3 points** - no	0
Audits	When was the last time a financial statement audit was conducted?	**0 points** - in the past year; **1 point** - in the past two years; **2 points** - in the past three years; **3 points** - 4 years or more, or never	0
	What type of financial statement audit has the organization had conducted?	**0 points** - Single Audit/Program Specific Audit in accordance with 2 CFR 200.501 or Financial audit conducted in accordance with Generally Accepted Auditing Standards or Generally Accepted Government Auditing Standards; **1 point** - Financial review?; **2 points** Other type? or no audit required; **3 points** - none	0
	Did the most recent audit disclose findings considered to be significant deficiencies or material weaknesses?	**0 points** - no; **3 points** - yes, or no audits required	0
	Have the findings been resolved?	**0 points** - yes or no findings; **1 point** - in progress; **3 points** - no	0

Summary of Risk	
General History of Performance	2
Financial Controls	0
Audits	0
Total	2

District Review Signature & Date

Central Office Review Signature & Date

Additional Requirements? ☐ Yes ☐ No

920

Local Public Agency	Section Number	State Job Number	Project Number
County of DuPage	16-00232-00-CH	C9108121	X6UK(066)

SCHEDULE NUMBER 4
Attestation on Single Audit Compliance

1. In the prior fiscal year, did County of DuPage (LPA) expend more than $750,000 in federal funds in aggregate from all federal sources?

   ☒ Yes ☐ No

2. Does the County of DuPage (LPA) anticipate expending more than $750,000 in federal funds in aggregate from all federal sources in the current County of DuPage (LPA) fiscal year?

   ☒ Yes ☐ No

If answers to question 1 and 2 are no, please proceed to the signature section.
If answer to question 1 is yes, please answer question 3a.
If answer to question 2 is yes, please answer question 3b.

3. A single audit must be conducted in accordance with Subpart F of 2 CFR 200 if $750,000 or more in federal funds are expended in a single fiscal year.

   a. Has the County of DuPage (LPA) performed a single audit for their previous fiscal year?

   ☒ Yes ☐ No

   i. If yes, has the audit be filed with the Illinois Office of the Comptroller in accordance with 50 ILCS 310 (*see also 55 ILCS 5 & 65 ILCS 5 & 60 ILCS 1/80)*?

   ☒ Yes ☐ No

   b. For the current fiscal year, does the County of DuPage (LPA) intend to comply with Subpart F of 2 CFR 200?

   ☒ Yes ☐ No

By completing this attestation, I certify that I have authority to sign this attestation on behalf of the LPA; and that the foregoing information is correct and complete to the best of my knowledge and belief.

Name	Title	LPA
Jeffrey Martynowicz	Chief Financial Officer	County of DuPage

Signature on file 10/3/25

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

File #: DT-R-0034-25 **Agenda Date:** 11/4/2025 **Agenda #:** 7.H.2.

INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, FOR CERTAIN PORTIONS OF BRIDGE IMPROVEMENTS OF THE RONALD REAGAN MEMORIAL TOLLWAY ("I-88") AND ITS CROSSROAD BRIDGES, WITH A TOTAL ESTIMATED COUNTY COST OF $1,857,217.06.

WHEREAS, the County of DuPage (hereinafter "COUNTY"), and the Illinois State Toll Highway Authority (hereinafter referred to as "TOLLWAY"), are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq*., and Article VII, Section 10, of the 1970 Constitution of the State of Illinois which encourages and provides for units of local government to contract and otherwise associate with each other to exercise, combine or transfer any power or function: and

WHEREAS, the TOLLWAY, by virtue of its powers as set forth in the Toll Highway Act, 605 ILCS 10/1, *et seq*., is authorized to enter into this Intergovernmental Agreement ("AGREEMENT"); and

WHEREAS, the COUNTY, as set forth in the in the Counties Code, 55 ILCS 5/1-1001, *et seq.*, is authorized to enter into the AGREEMENT; and

WHEREAS, the TOLLWAY, in order to facilitate the free flow of traffic and enhance the safety of the motoring public, is improving certain portions of the Ronald Reagan Memorial Tollway ("I-88") and its crossroad bridges, including rehabilitation of bridge no. 853, Midwest Road (Mile Post 136.4), bridge no. 851, Meyers Road (Mile Post 135.4) and bridge no. 827, Raymond Drive (Mile Post 124.1) (collectively, "Crossroad Bridges"), as set forth in various contracts, including but not limited to Contract No. I-24-4947 ("PROJECT"); and

WHEREAS, the COUNTY has maintenance responsibility for certain portions of the Crossroad Bridges, as identified in intergovernmental agreements between the ILLINOIS TOLLWAY AND the COUNTY, including Midwest Road, executed April 15, 1998, Meyers Road, executed March 11, 2003, and Raymond Drive, executed February 18, 1999; and

WHEREAS, the COUNTY requests and the ILLINOIS TOLLWAY agrees to include in the PROJECT, certain repair items that are the jurisdictional responsibility of the COUNTY ("COUNTY WORK"), subject to reimbursement by the COUNTY to the ILLINOIS TOLLWAY; and

WHEREAS, by this AGREEMENT, the COUNTY and the ILLINOIS TOLLWAY desire to determine and establish their respective responsibilities toward design engineering, mobilization, construction engineering, construction, funding and maintenance of the COUNTY WORK; and

WHEREAS, the TOLLWAY will be the lead agency for PROJECT with a total estimated COUNTY cost of $1,857,217.06; and

WHEREAS, sufficient funds have been appropriated by the COUNTY to pay for its share of the cost of the PROJECT; and

WHEREAS, said AGREEMENT must be executed before construction of the IMPROVEMENT can begin.

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Chair is hereby authorized and directed to sign on behalf of the COUNTY, and the DuPage County Clerk is hereby authorized to attest thereto, the attached AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND THE TOLLWAY; and

BE IT FURTHER RESOLVED that the Director of Transportation or his designee is hereby authorized to execute any other documents necessary and pertinent to said AGREEMENT and shall take such action as may be necessary to carry out the terms of said AGREEMENT; and

BE IT FURTHER RESOLVED, that three (2) original copies of this Resolution and AGREEMENT be sent to the TOLLWAY, by and through the DuPage County Division of Transportation.

Enacted and approved this 12th day of November, 2025 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY AND
THE COUNTY OF DUPAGE

This INTERGOVERNMENTAL AGREEMENT ("AGREEMENT") is entered into by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois ("ILLINOIS TOLLWAY"), and the COUNTY OF DUPAGE, a body corporate and politic of the State of Illinois ("COUNTY"), individually referred to as "PARTY" and collectively referred to as "PARTIES."

RECITALS

WHEREAS, the ILLINOIS TOLLWAY, in order to facilitate the free flow of traffic and enhance the safety of the motoring public, is improving certain portions of the Ronald Reagan Memorial Tollway ("I-88") and its crossroad bridges, including rehabilitation of bridge no. 853, Midwest Road (Mile Post 136.4), bridge no. 851, Meyers Road (Mile Post 135.4) and bridge no. 827, Raymond Drive (Mile Post 124.1) (collectively, "Crossroad Bridges"), as set forth in various contracts, including but not limited to Contract No. I-24-4947 ("PROJECT");

WHEREAS, the COUNTY has maintenance responsibility for certain portions of the Crossroad Bridges, as identified in intergovernmental agreements between the PARTIES, including Midwest Road, executed April 15, 1998, Meyers Road, executed March 11, 2003, and Raymond Drive, executed February 18, 1999;

WHEREAS, the COUNTY requests and the ILLINOIS TOLLWAY agrees to include in the PROJECT certain repair items that are the jurisdictional responsibility of the COUNTY ("COUNTY WORK"), subject to reimbursement by the COUNTY to the ILLINOIS TOLLWAY. *See* attached EXHIBITS A, B and C;

WHEREAS, by this AGREEMENT, the PARTIES desire to determine and establish their respective responsibilities toward design engineering, mobilization, construction engineering, construction, funding and maintenance of the COUNTY WORK;

WHEREAS, the ILLINOIS TOLLWAY is authorized to enter into this AGREEMENT by virtue of its powers as set forth in the Toll Highway Act, 605 ILCS 10/1, *et seq.*;

WHEREAS, the COUNTY is authorized to enter into this AGREEMENT by virtue of its powers as set forth in the Counties Code, 55 ILCS 5/1-1001, *et seq.*, and the Illinois Highway Code, 605 ILCS 5/5-101, *et seq.*; and

WHEREAS, a cooperative intergovernmental agreement is appropriate for the above purposes, and such an agreement is authorized by Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*,

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein, the PARTIES agree as follows:

I. ENGINEERING

A. The ILLINOIS TOLLWAY agrees to perform preliminary and final design engineering, obtain necessary surveys and prepare the final plans and specifications for the PROJECT, including the COUNTY WORK ("PROJECT PLANS").

B. The COUNTY will reimburse the ILLINOIS TOLLWAY for the COUNTY WORK.

C. The ILLINOIS TOLLWAY shall provide an electronic copy of the PROJECT PLANS to the COUNTY for its review and comment at the following stages of plan preparation:

- 30% Complete;
- 60% Complete (preliminary);
- 95% Complete (pre-final); and
- Final.

D. The COUNTY shall review the PROJECT PLANS which impact its property within fifteen (15) business days of receipt thereof. In the event the COUNTY disapproves of the PROJECT PLANS, the COUNTY shall detail, in writing, its specific comments and/or objections and deliver the same to the ILLINOIS TOLLWAY for review and consideration. If the ILLINOIS TOLLWAY does not receive a written response from the COUNTY within the fifteen (15) business day time period, the PROJECT PLANS shall be deemed approved by the COUNTY.

E. The PARTIES shall work cooperatively to address and resolve any review comments and/or objections. Any dispute concerning the PROJECT PLANS shall be resolved in accordance with below Article IX.C. of this AGREEMENT.

F. The ILLINOIS TOLLWAY agrees to assume overall PROJECT responsibility, including ensuring that all permits and approvals (including but not limited to permits and approvals required by the U.S. Army Corps of Engineers, Illinois Department of Transportation, Illinois Department of Natural Resources, Department of Environmental Concerns and Division of Highways, Illinois Environmental Protection Agency) and joint participation and/or force account agreements as may be required by the PROJECT. The PARTIES agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and all applicable federal, state and local laws, regulations, requirements and ordinances pertaining to the PROJECT.

G. At no cost to the ILLINOIS TOLLWAY, the COUNTY shall, upon full execution of this AGREEMENT, grant and consent to all rights of access (ingress and egress) and temporary use of its property as requested by the ILLINOIS TOLLWAY for the PROJECT.

II. RIGHT OF WAY

No transfer of property interests between the PARTIES is required for the PROJECT, nor is the transfer of any interest in land deemed necessary for the future maintenance and operation of their respective facilities.

III. UTILITY RELOCATION

A. The ILLINOIS TOLLWAY is responsible for utility coordination and relocation, as necessary, for the PROJECT, including identifying utility adjustments and making all reasonable efforts to minimize the number of utility adjustments in the design of improvements.

B. If utilities located on COUNTY property must be adjusted or relocated due to the PROJECT, the COUNTY agrees to (i) cooperate with the ILLINOIS TOLLWAY in making arrangements with the applicable utility, and (ii) issue all permits in a manner consistent with the COUNTY's permitting ordinance for the requisite adjustment(s) at no cost to the ILLINOIS TOLLWAY. Approval of requests relating to such permits will not be unreasonably withheld, provided the proposed activities do not harm or adversely affect operations.

IV. CONSTRUCTION

A. The ILLINOIS TOLLWAY shall advertise and receive bids, provide construction engineering inspections, and cause the PROJECT to be constructed in accordance with the PROJECT PLANS.

B. After award of the PROJECT construction contract(s), the ILLINOIS TOLLWAY shall submit any proposed deviation from the PROJECT PLANS that impacts the COUNTY to the COUNTY for its approval prior to commencing work on such proposed deviation. If the COUNTY does not accept the proposed deviation to the PROJECT PLANS, the COUNTY shall detail, in writing, its specific objections and deliver the same to the ILLINOIS TOLLWAY for review and consideration. If the ILLINOIS TOLLWAY does not receive a written response from the COUNTY within the fifteen (15) calendar day time period, the proposed deviation shall be deemed approved by the COUNTY.

C. After award of the PROJECT construction contract(s), assuming there are no proposed deviations from the PROJECT PLANS that impact the COUNTY, the ILLINOIS TOLLWAY shall provide no less than fifteen (15) business days written notice to the COUNTY prior to commencement of work on the PROJECT.

D. The COUNTY and its authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) while the ILLINOIS TOLLWAY is implementing the PROJECT. The COUNTY shall assign personnel to perform inspections on its behalf and advise the ILLINOIS TOLLWAY's Chief Engineering Officer, in writing, of the identity of the individual(s) assigned to perform said inspections.

E. The ILLINOIS TOLLWAY shall notify the COUNTY upon completion of 70% and 100% of all COUNTY WORK, and the COUNTY shall inspect the COUNTY WORK not later than fourteen (14) calendar days after receiving said notice. If the COUNTY does not perform a final inspection within fourteen (14) calendar days after receiving notice of completion of 100% of the COUNTY WORK and the PARTIES do not arrange or agree to any other inspection, the COUNTY WORK shall be deemed accepted by the COUNTY. At the request of the COUNTY, the ILLINOIS TOLLWAY's representative shall attend

inspection(s). In the event said inspections disclose work that does not conform to the approved final PROJECT PLANS, the COUNTY's representative, as soon as reasonably practical, and no more than five (5) days following the inspection, shall give verbal notice of any deficiency to the ILLINOIS TOLLWAY's representative, and within five (5) calendar days thereafter, the COUNTY shall deliver a written list of the deficiencies to the ILLINOIS TOLLWAY's Chief Engineering Officer. Deficiencies thus identified shall be subject to joint re-inspection upon completion of any necessary corrective work. The PARTIES shall perform such joint re-inspections within ten (10) calendar days after the ILLINOIS TOLLWAY notifies the COUNTY that the deficiencies have been remedied.

F. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the PROJECT provided that cancelation does not impact the existing conditions of COUNTY roadways. Upon any such cancellation, the COUNTY shall have no obligation to pay for any canceled work or any costs or expenses associated therewith.

G. The PARTIES agree that all PROJECT construction work performed on or within the COUNTY property shall conform to the then current edition of the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction as well as the COUNTY's standard drawings and special provisions included in the PROJECT.

V. FINANCIAL

A. The ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, construction engineering and construction costs, subject to reimbursement by the COUNTY in accordance with this AGREEMENT.

B. After the ILLINOIS TOLLWAY lets the construction contract(s), the COUNTY may request supplemental or substitute work to be included in the PROJECT. The ILLINOIS TOLLWAY, based on its sole judgment and discretion, may cause said supplemental or substitute work to be added to the PROJECT, provided that (i) said work will not delay construction of the PROJECT, and (ii) the COUNTY agrees to pay the full amount of any and all cost increases relating to said work.

C. As referenced in attached EXHIBIT A, the PARTIES agree that the total estimated cost to the COUNTY for the COUNTY WORK on bridge no. 853, Midwest Road (Mile Post 136.4) is $559,851.52, which includes the following:

1. $486,827.41 for the COUNTY WORK, including but not limited to bridge deck concrete sealer, protective shield, epoxy crack injection, traffic control and protection, temporary concrete barrier, deck slab repair, maintenance of traffic, temporary pavement marking, contingency and mobilization;
2. $24,341.37 for design engineering; and
3. $48,682.74 for construction engineering.

D. As referenced in attached EXHIBIT B, the PARTIES agree that the total estimated cost to the COUNTY for the COUNTY WORK on bridge no. 851, Meyers Road (Mile Post 135.4) is $343,172.73, which includes the following:

1. $298,411.07 for the COUNTY WORK, including but not limited to bridge deck sealer, epoxy crack injection, temporary concrete barrier, traffic control and protection, protective shield, drainage system cleaning, temporary pavement marking, modified urethane pavement marking and maintenance of traffic, contingency and mobilization;
2. $14,920.55 for design engineering; and
3. $29,841.11 for construction engineering.

E. As referenced in attached EXHIBIT C, the PARTIES agree that the total estimated cost to the COUNTY for the COUNTY WORK on bridge no. 827, Raymond Drive (Mile Post 124.1) is $954,192.81, which includes the following:

1. $829,732.55 for the COUNTY WORK, including but not limited to deck slab repair, epoxy crack injection, concrete bridge deck scarification (3/8 inch), bridge deck thin polymer overlay (3/8 inch), protective shield, bridge deck sealer, traffic control and protection, maintenance of traffic, temporary concrete barrier, and temporary pavement marking, contingency and mobilization;
2. $41,486.63 for design engineering; and
3. $82,973.63 for construction engineering.

F. The PARTIES agree that the total estimated cost to the COUNTY for COUNTY WORK on the Crossroad Bridges is $1,857,217.06.

G. It is further agreed that notwithstanding the estimated cost, the COUNTY shall be responsible for the actual costs associated with the COUNTY WORK.

H. The PARTIES agree to the following payment terms for the COUNTY WORK: (i) 100% of design engineering costs upon execution of this AGREEMENT; (ii) 70% of the estimated construction amount and 70% of the estimated construction engineering amount due upon contract award; and (iii) the remainder, based on final actual costs, due upon receipt of a final invoice from the ILLINOIS TOLLWAY.

VI. MAINTENANCE – DEFINITIONS

For purposes of this AGREEMENT:

A. "Jurisdiction" means the authority and obligation to administer, control, maintain and operate a roadway and its appurtenances.

B. "Local road" means any highway, road or street under the jurisdiction of the COUNTY.

C. "Maintenance" or "maintain" mean to keep the facility being maintained in good and sufficient repair and appearance. Such maintenance includes full responsibility for the

construction, removal and replacement of the maintained facility when needed and, except as otherwise set forth in below Article VII, other activities as more specifically set forth in the following subparts of this Article VI, including but not limited to:

1. "Routine maintenance" means day-to-day pavement maintenance, pothole repair, anti-icing and de-icing, snow removal, sweeping, pavement marking, mowing, litter and debris removal, and grate and scupper cleaning and repair, including compliance with all applicable federal, state and local laws, regulations, requirements and ordinances.

2. "Structural maintenance" means to the integrity of the grade separation structure, including abutments, bridge deck beams, bridge deck (except wearing surface), expansion joints, parapet walls and drainage structures.

3. "Lighting maintenance" means all aspects of installation, repair, replacement and operation of roadway lighting, including power, but shall not include temporary lighting relating to construction or repair projects.

4. "Emergency maintenance" means any maintenance activity that must be performed immediately in order to avoid or to repair a condition on the roadway or right-of-way that causes or threatens imminent danger or destruction to (i) roadway facilities, (ii) right of way or (iii) the public, including but not limited to restoration of an accident site, chemical or biological removal or remediation, or responses to acts of God or terrorism.

D. "Drainage facilities" mean both open and enclosed systems. "Drainage structures" mean enclosed systems only and includes those elements of the drainage facility affixed to the bridge superstructures downstream from the scupper.

E. "Notify," "give notice" and "notification" mean written, verbal or digital communication from one PARTY to the other PARTY concerning a matter covered by this AGREEMENT. The PARTY transmitting the communication shall create and retain a record that substantiates the content, date, time, manner of communication, identification of sender and recipient and manner in which the recipient may respond to the sender.

F. "Be responsible for" or "responsibility" mean the obligation to ensure performance of a duty or provision of a service under this AGREEMENT, provided that a PARTY may arrange for actual performance of the duty or provision of the service by another competent entity if the other PARTY to this AGREEMENT is notified of such arrangement. Under no circumstances shall the PARTY with the duty or responsibility for the service be relieved of ultimate responsibility for performance of the duty or provision of the service.

G. "Consultation" or "consult with" mean the duty of a PARTY to give notice to the other PARTY of a proposed action, with reasonable time for that PARTY to respond. The PARTY with the duty to consult may proceed with the proposed action if the other PARTY does not respond within the time period set forth in the notice or, in the case of the ILLINOIS TOLLWAY, the ILLINOIS TOLLWAY may proceed with the proposed action if deemed necessary by the ILLINOIS TOLLWAY's Chief Engineering Officer.

H. "Approve" means the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action when appropriate and to retain a record that documents such consent.

I. "Grade separation structure" means all structural elements between the abutments and below the wearing surface of a bridge carrying one roadway over another, unless otherwise specified.

J. The PARTIES generally agree that the following three types of bridge structures intersect ILLINOIS TOLLWAY right-of-way:

Type 1. An intersection where a grade separation structure has been constructed to carry the toll highway over the local road.

Type 2. An intersection where a grade separation structure has been constructed to carry the local road over the toll highway.

Type 3. An intersection where a partial or complete ramp interchange system, as well as a grade separation structure, has been constructed between the local road and the toll highway.

VII. JURISDICTION AND MAINTENANCE – RESPONSIBILITIES

A. The bridge improvements being constructed as part of the PROJECT under this AGREEMENT are of the following types (as described in above Article VI.J.) and involve the following highways:

Type of Bridge Structure: Type 3

Affected Highway: Midwest Road

Type of Bridge Structure: Type 1

Affected Highways: Meyers Road and Raymond Drive

B. The ILLINOIS TOLLWAY agrees to maintain the toll highway within the limits of this PROJECT in its entirety and its portion of the bridge improvements as indicated below:

1. Excluding items identified in below Article VII.C., all parts of the grade separation structure, including but not limited to bearings, beams, girders, slope walls, abutments, wingwalls and piers;
2. All fences along ILLINOIS TOLLWAY routes, except overpass fencing installed to separate pedestrians, bicycles and non-vehicular traffic from highway traffic;
3. All bridge deck downspouts, from a clean-out installed directly below the scuppers to the outfall;
4. All remaining drainage facilities installed for the purpose of carrying exclusively toll highway drainage; and
5. Any underpass lighting.

C. The COUNTY shall continue its maintenance of the right-of-way of Midwest Road, Meyers Road and Raymond Drive, and the COUNTY WORK as indicated below:

1. COUNTY right-of-way and COUNTY roadway approaches to the grade separation structure;
2. The approach slabs and approach embankments outside access control fences;
3. The wearing surface;
4. The deck below the wearing surface and above the structural beams;
5. The approach slabs and approach embankments outside access control fences;
6. Expansion joints at approach roadway and raised median;
7. Sidewalks;
8. Parapet walls;
9. Guardrail;
10. Drainage facilities above structural beams and girders and all drainage facilities carrying exclusively COUNTY drainage;
11. All lighting except underpass;
12. All COUNTY signs and pavement markings; and
13. Ice and snow removal, which shall be accomplished in such a manner as to not block or obstruct the toll highway below.

D. The PARTIES agree that the ILLINOIS TOLLWAY reserves the exclusive right to review and approve the following:

1. Any and all signage (i) affixed to the grade separation structure and relating to travel on the ILLINOIS TOLLWAY, or (ii) placed on ILLINOIS TOLLWAY property. The permitting of any and all loads traversing a grade separation structure over the ILLINOIS TOLLWAY issued in accordance with the Illinois Administrative Code, 92 Ill. Admin. Code 554.605 (Superload Moves).
2. Any COUNTY highway intersection modifications that lead to ILLINOIS TOLLWAY owned facilities.
3. The PARTIES agree that each PARTY shall perform such regular inspections, surveys, and reviews as are reasonably necessary to fulfill their respective obligations under this AGREEMENT.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

A. During all construction, the COUNTY shall continue to maintain all portions of the PROJECT on its property that is not to be improved or maintained by the ILLINOIS TOLLWAY's construction contractor(s) pursuant to the PROJECT PLANS, and the ILLINOIS TOLLWAY shall continue to maintain all portions of the toll highway that are not required to be maintained by their construction contractor(s).

B. Upon completion of construction and final inspection, each PARTY shall continue to have sole maintenance responsibility for all items of PROJECT construction for which the PARTY is assigned such responsibility herein.

IX. GENERAL PROVISIONS

A. Wherever in this AGREEMENT approval or review by either PARTY is required, said approval or review shall not be unreasonably delayed or withheld.

B. In a timely manner following execution of this AGREEMENT, each PARTY shall designate in writing a representative who shall serve as the full time representative of the said PARTY during the performance of this AGREEMENT. Each such representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Each representative shall be readily available to the other PARTY. Representatives may be changed, from time to time, by subsequent written notice.

C. In the event of a dispute regarding the PROJECT PLANS, the construction of the PROJECT and/or the performance of this AGREEMENT, representatives authorized by the ILLINOIS TOLLWAY's Chief Engineering Officer and the DuPage County Engineer ("COUNTY ENGINEER") shall meet to resolve the dispute. In the event they cannot mutually agree on a resolution, the ILLINOIS TOLLWAY's Chief Engineering Officer's decision shall be final. In the event that the PARTIES cannot mutually agree on a resolution of a dispute solely concerning COUNTY property, the decision of the COUNTY ENGINEER shall be final.

D. This AGREEMENT may be executed electronically or otherwise and may be executed in two (2) or more counterparts, each of which shall be deemed an original instrument and all of which together shall constitute one and the same instrument.

E. The COUNTY certifies that its correct Federal Tax Identification number is 36-6006551, and it is doing business as a governmental entity, whose mailing address is: The DuPage County Division of Transportation, 421 N. County Farm Road, Wheaton, Illinois, 60187.

F. The ILLINOIS TOLLWAY certifies that its correct Federal Tax Identification no. is 36-2811931, and that it is doing business as a governmental entity, whose mailing address is: The Illinois State Toll Highway Authority, 2700 Ogden Avenue, Downers Grove, Illinois 60515.

G. This AGREEMENT may be modified only by written instrument executed by duly authorized representatives of the PARTIES and the Illinois Attorney General.

H. This AGREEMENT and the covenants contained herein shall become null and void in the event the contract covering the construction work contemplated herein is not awarded within three (3) years after the date this AGREEMENT is executed.

I. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES and their respective successors and approved assigns. No PARTY may assign, transfer, sell, grant, convey, deed, cede or otherwise give over, in any manner or form, any of its duties, obligations and/or responsibilities as set forth in this AGREEMENT without first obtaining

the express written consent and permission of the other PARTY and the Illinois Attorney General, except as otherwise provided in this AGREEMENT.

J. In the event there is a conflict between the terms contained in this document and the attached exhibit, the terms included in this document shall control.

K. The failure by either PARTY to seek redress for violation of, or to insist upon strict performance of, any conditions, covenants or provisions of this AGREEMENT shall not constitute a waiver of any breach or subsequent breach of such conditions, covenants or provisions. No provision of this AGREEMENT shall be deemed waived unless such provision is waived in writing by the PARTY charged with waiver.

L. This AGREEMENT shall be governed and construed in accordance with the laws of the State of Illinois, without regard to conflict of law principles. If any provision of this AGREEMENT shall be deemed invalid, inoperative or unenforceable by a court of competent jurisdiction, all other provisions of this AGREEMENT shall continue in full force and effect. In the event of litigation regarding this AGREEMENT, venue and jurisdiction shall lie exclusively in the Circuit Court of DuPage County, Illinois and/or the United States District Court for the Northern District of Illinois, Eastern Division.

M. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered (via certified mail, overnight mail delivery or electronic mail delivery), to the following persons, or their designees, at the following addresses:

To the ILLINOIS TOLLWAY:	The Illinois State Toll Highway Authority 2700 Ogden Avenue Downers Grove, Illinois 60515 Attn: Chief Engineering Officer mnashif@getipass.com
With a copy to:	The Illinois State Toll Highway Authority 2700 Ogden Avenue Downers Grove, IL 60515 Attn: General Counsel kpasulkabrown@getipass.com
To the COUNTY:	The DuPage County Division of Transportation Jack T. Knuepfer Administration Building 421 North County Farm Road Wheaton, Illinois 60187 Attn: Director of Transportation stephen.travia@dupagecounty.gov

N. The PARTIES shall maintain books and records related to this AGREEMENT for a minimum of five (5) years from the last action taken pursuant to this AGREEMENT, including documents sufficient to verify the amounts and recipients of all funds disbursed in conjunction with or pursuant to the terms of this AGREEMENT. The PARTIES further

agree to cooperate fully with any audit and to make their books and records, and books and records within their custody or control available to the Illinois Attorney General, the Illinois Auditor General, the Illinois Tollway Inspector General ("IG"), COUNTY auditors, State of Illinois internal auditors, the ILLINOIS TOLLWAY Department of Internal Audit, the ILLINOIS TOLLWAY or any other governmental entity with monitoring authority, upon reasonable notice and during normal business hours.

O. The COUNTY agrees to fully cooperate in any IG investigation conducted pursuant to Section 8.5 of the Toll Highway Act, 605 ILCS 10/8.5, and shall not bill the ILLINOIS TOLLWAY for such time. Unless prohibited by law, cooperation includes (i) providing access to all information and documentation related to the performance of this AGREEMENT, and (ii) disclosing and making available all personnel involved in, connected with or having knowledge of, the performance of this AGREEMENT.

P. All matters set forth in the Recitals are agreed to by the PARTIES, and the PARTIES understand the Recitals are part of this AGREEMENT.

SIGNATURE PAGE TO FOLLOW

IN WITNESS THEREOF, the PARTIES have executed this AGREEMENT on the dates indicated below.

THE COUNTY OF DUPAGE

By: _____ Attest: _____
Deborah A. Conroy, Chair
DuPage County Board

Jean Kaczmarek, County Clerk

Date: _____ Date: _____

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____ Date: _____
Arnaldo Rivera
Chairman/CEO

By: _____ Date: _____
Cathy R. Williams
Chief Financial Officer

By: _____ Date: _____
Kathleen R. Pasulka-Brown
General Counsel

Approved as to Form and Constitutionality

_____
Assistant Attorney General

IGA PARTICIPATION COST BREAKDOWN
DuPage County
BRIDGE NO. 853 (MIDWEST ROAD OVER I-88)
DESIGN CONTRACT NO. I-24-4947
CONSTRUCTION CONTRACT NO. RR-25-2023

DATE: 09/23/2025

Exhibit A

WORK INCLUDED IN IGA			IGA ESTIMATE (prepared by DSE during Design)			AS-BID ESTIMATE (prepared by DSE after Contract Award)			FINAL ESTIMATE (prepared by CM during construction)		
PAY ITEM NO.	DESCRIPTION	UNIT	ESTIMATED UNIT PRICE	ESTIMATED QUANTITY	ESTIMATED COST	AS-BID UNIT PRICE	ESTIMATED QUANTITY	ESTIMATED COST	AS-BID UNIT PRICE	ACTUAL QUANTITY	ACTUAL COST
20200100	EARTH EXCAVATION	CU YD	$ 40.00	15	$ 600.00			$ -			$ -
21101615	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	$ 6.00	100	$ 600.00			$ -			$ -
25000210	SEEDING, CLASS 2A	ACRE	$ 3,500.00	0.25	$ 875.00			$ -			$ -
25000400	NITROGEN FERTILIZER NUTRIENT	POUND	$ 3.00	10	$ 30.00			$ -			$ -
25000600	POTASSIUM FERTILIZER NUTRIENT	POUND	$ 3.00	10	$ 30.00			$ -			$ -
25100630	EROSION CONTROL BLANKET	SQ YD	$ 1.25	100	$ 125.00			$ -			$ -
28000250	TEMPORARY EROSION CONTROL SEEDING	POUND	$ 3.50	6	$ 21.00			$ -			$ -
28000400	PERIMETER EROSION BARRIER	FOOT	$ 3.00	99	$ 297.00			$ -			$ -
28001100	TEMPORARY EROSION CONTROL BLANKET	SQ YD	$ 0.75	100	$ 75.00			$ -			$ -
31101200	SUBBASE GRANULAR MATERIAL, TYPE B 4"	SQ YD	$ 10.00	36	$ 360.00			$ -			$ -
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	$ 15.00	318	$ 4,770.00			$ -			$ -
44000600	SIDEWALK REMOVAL	SQ FT	$ 5.00	318	$ 1,590.00			$ -			$ -
44003100	MEDIAN REMOVAL	SQ FT	$ 6.00	87	$ 522.00			$ -			$ -
59000200	EPOXY CRACK INJECTION	FOOT	$ 80.00	651	$ 52,080.00			$ -			$ -
60604400	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18	FOOT	$ 60.00	63	$ 3,780.00			$ -			$ -
60608552	COMBINATION CONCRETE CURB AND GUTTER, TYPE M-4.06	FOOT	$ 40.00	66	$ 2,640.00			$ -			$ -
60618300	CONCRETE MEDIAN SURFACE, 4 INCH	SQ FT	$ 8.00	62	$ 496.00			$ -			$ -
63000035	BACK SIDE PROTECTION OF GUARDRAIL	FOOT	$ 20.00	77	$ 1,540.00			$ -			$ -
66900530	SOIL DISPOSAL ANALYSIS	EACH	$ 1,400.00	1	$ 1,400.00			$ -			$ -
70300150	SHORT TERM PAVEMENT MARKING REMOVAL	SQ FT	$ 1.80	3428	$ 6,170.40			$ -			$ -
70307100	TEMPORARY PAVEMENT MARKING LETTERS AND SYMBOLS - TYPE IV TAPE	SQ FT	$ 6.00	42	$ 252.00			$ -			$ -
70307120	TEMPORARY PAVEMENT MARKING - LINE 4" - TYPE IV TAPE	FOOT	$ 1.50	9585	$ 14,377.50			$ -			$ -
70307130	TEMPORARY PAVEMENT MARKING - LINE 6" - TYPE IV TAPE	FOOT	$ 1.50	437	$ 655.50			$ -			$ -
70307210	TEMPORARY PAVEMENT MARKING - LINE 24"- TYPE IV TAPE	FOOT	$ 8.00	46	$ 368.00			$ -			$ -
70400100	TEMPORARY CONCRETE BARRIER	FOOT	$ 30.00	862.5	$ 25,875.00			$ -			$ -
70400200	RELOCATE TEMPORARY CONCRETE BARRIER	FOOT	$ 10.00	762.5	$ 7,625.00			$ -			$ -
70600241	IMPACT ATTENUATORS, TEMPORARY (NON- REDIRECTIVE, NARROW), TEST LEVEL 2	EACH	$ 4,000.00	2	$ 8,000.00			$ -			$ -
70600341	IMPACT ATTENUATORS, RELOCATE (NON- REDIRECTIVE, NARROW), TEST LEVEL 2	EACH	$ 1,500.00	2	$ 3,000.00			$ -			$ -
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	$ 0.70	1644	$ 1,150.80			$ -			$ -
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	$ 1.00	488	$ 488.00			$ -			$ -
78000500	THERMOPLASTIC PAVEMENT MARKING - LINE 8"	FOOT	$ 1.80	71	$ 127.80			$ -			$ -
78009004	MODIFIED URETHANE PAVEMENT MARKING - LINE 4"	FOOT	$ 1.50	1331	$ 1,996.50			$ -			$ -
78009006	MODIFIED URETHANE PAVEMENT MARKING - LINE 6"	FOOT	$ 2.25	515	$ 1,158.75			$ -			$ -
78300202	PAVEMENT MARKING REMOVAL - WATER BLASTING	SQ FT	$ 1.80	495	$ 891.00			$ -			$ -
85000200	MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION	EACH	$ 2,000.00	1	$ 2,000.00			$ -			$ -
X5870015	BRIDGE DECK CONCRETE SEALER	SQ FT	$ 3.00	28948	$ 86,844.00			$ -			$ -
X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	$ 195,000.00	0.25	$ 48,750.00			$ -			$ -
X7200061	TEMPORARY INFORMATION SIGNING	SQ FT	$ 15.00	77	$ 1,155.00			$ -			$ -
X7830050	RAISED REFLECTIVE PAVEMENT MARKER, REFLECTOR REMOVAL	EACH	$ 12.00	31	$ 372.00			$ -			$ -
X7830052	RAISED REFLECTIVE PAVEMENT MARKER, REFLECTOR REPLACEMENT	EACH	$ 20.00	31	$ 620.00			$ -			$ -
X8500104	MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION (SPECIAL)	EACH	$ 2,000.00	1	$ 2,000.00			$ -			$ -
X8900104	TEMPORARY TRAFFIC SIGNAL TIMING	EACH	$ 2,000.00	1	$ 2,000.00			$ -			$ -
X8900106	TEMPORARY TRAFFIC SIGNAL TIMING (SPECIAL)	EACH	$ 2,000.00	1	$ 2,000.00			$ -			$ -
Z0001800	APPROACH SLAB REPAIR (PARTIAL DEPTH)	SQ YD	$ 800.00	1	$ 800.00			$ -			$ -
Z0012754	STRUCTURAL REPAIR OF CONCRETE (DEPTH EQUAL TO OR LESS THAN 5 INCHES)	SQ FT	$ 400.00	3	$ 1,200.00			$ -			$ -
Z0016001	DECK SLAB REPAIR (FULL DEPTH, TYPE I)	SQ YD	$ 3,500.00	1	$ 3,500.00			$ -			$ -
Z0016002	DECK SLAB REPAIR (FULL DEPTH, TYPE II)	SQ YD	$ 2,500.00	3	$ 7,500.00			$ -			$ -
Z0016200	DECK SLAB REPAIR (PARTIAL)	SQ YD	$ 1,500.00	13	$ 19,500.00			$ -			$ -
Z0062456	TEMPORARY PAVEMENT	SQ YD	$ 60.00	99	$ 5,940.00			$ -			$ -
JS701010	MAINTENANCE OF TRAFFIC	L SUM	$ 575,000.00	0.04	$ 23,000.00			$ -			$ -
JT202009	NON-SPECIAL WASTE DISPOSAL, TYPE 1	CU YD	$ 250.00	20	$ 5,000.00			$ -			$ -
JT501729	PROTECTIVE SHIELD	SQ YD	$ 65.00	1219	$ 79,235.00			$ -			$ -
JT602833	CLEAN DRAINAGE SYSTEM, LOCATION 3	EACH	$ 3,200.00	1	$ 3,200.00			$ -			$ -
Contingency					$ 21,929.16						
MOBILIZATION					$ 26,315.00						
SUBTOTAL PAY ITEMS					**$ 486,827.41**			**$ -**			**$ -**
TOTAL CONSTRUCTION COST					$ 486,827.41			$ -			$ -
5% Design Engineering:					$ 24,341.37			$ -			$ -
10% Construction Engineering:					$ 48,682.74			$ -			$ -
TOTAL PARTICIPATION COST:					$ 559,851.52			$ -			$ -

IGA PARTICIPATION COST BREAKDOWN
DuPage County
BRIDGE NO. 851 (MEYERS ROAD OVER I-88)
DESIGN CONTRACT NO. I-24-4947
CONSTRUCTION CONTRACT NO. RR-25-2023

DATE: 09/23/2025

Exhibit B

WORK INCLUDED IN IGA			IGA ESTIMATE (prepared by DSE during Design)			AS-BID ESTIMATE (prepared by DSE after Contract Award)			FINAL ESTIMATE (prepared by CM during construction)		
PAY ITEM NO.	DESCRIPTION	UNIT	ESTIMATED UNIT PRICE	ESTIMATED QUANTITY	ESTIMATED COST	AS-BID UNIT PRICE	ESTIMATED QUANTITY	ESTIMATED COST	AS-BID UNIT PRICE	ACTUAL QUANTITY	ACTUAL COST
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	$ 15.00	360	$ 5,400.00			$ -			$ -
44000600	SIDEWALK REMOVAL	SQ FT	$ 5.00	360	$ 1,800.00			$ -			$ -
44201833	CLASS D PATCHES, TYPE IV, 15 INCH	SQ YD	$ 150.00	70	$ 10,500.00			$ -			$ -
59000200	EPOXY CRACK INJECTION	FOOT	$ 80.00	208	$ 16,640.00			$ -			$ -
70107025	CHANGEABLE MESSAGE SIGN	CAL DA	$ 50.00	14	$ 700.00			$ -			$ -
70300150	SHORT TERM PAVEMENT MARKING REMOVAL	SQ FT	$ 1.80	3102	$ 5,583.60			$ -			$ -
70307120	TEMPORARY PAVEMENT MARKING - LINE 4" - TYPE IV TAPE	FOOT	$ 1.50	9304	$ 13,956.00			$ -			$ -
70400100	TEMPORARY CONCRETE BARRIER	FOOT	$ 30.00	525	$ 15,750.00			$ -			$ -
70400125	PINNING TEMPORARY CONCRETE BARRIER	EACH	$ 25.00	156	$ 3,900.00			$ -			$ -
70400200	RELOCATE TEMPORARY CONCRETE BARRIER	FOOT	$ 10.00	650	$ 6,500.00			$ -			$ -
70600241	IMPACT ATTENUATORS, TEMPORARY (NON- REDIRECTIVE, NARROW), TEST LEVEL 2	EACH	$ 4,000.00	2	$ 8,000.00			$ -			$ -
70600341	IMPACT ATTENUATORS, RELOCATE (NON- REDIRECTIVE, NARROW), TEST LEVEL 2	EACH	$ 1,500.00	2	$ 3,000.00			$ -			$ -
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	$ 0.70	5633	$ 3,943.10			$ -			$ -
78009004	MODIFIED URETHANE PAVEMENT MARKING - LINE 4"	FOOT	$ 1.50	8243	$ 12,364.50			$ -			$ -
78300202	PAVEMENT MARKING REMOVAL - WATER BLASTING	SQ FT	$ 1.80	1832	$ 3,297.60			$ -			$ -
X0326766	CLEAN & RESEAL RELIEF JOINT	FOOT	$ 50.00	143	$ 7,150.00			$ -			$ -
X5870015	BRIDGE DECK CONCRETE SEALER	SQ FT	$ 3.00	20894	$ 62,682.00			$ -			$ -
X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	$ 195,000.00	0.15	$ 29,250.00			$ -			$ -
X7830050	RAISED REFLECTIVE PAVEMENT MARKER, REFLECTOR REMOVAL	EACH	$ 12.00	36	$ 432.00			$ -			$ -
X7830052	RAISED REFLECTIVE PAVEMENT MARKER, REFLECTOR REPLACEMENT	EACH	$ 20.00	36	$ 720.00			$ -			$ -
Z0001800	APPROACH SLAB REPAIR (PARTIAL DEPTH)	SQ YD	$ 800.00	1	$ 800.00			$ -			$ -
Z0012754	STRUCTURAL REPAIR OF CONCRETE (DEPTH EQUAL TO OR LESS THAN 5 INCHES)	SQ FT	$ 400.00	5	$ 2,000.00			$ -			$ -
Z0016200	DECK SLAB REPAIR (PARTIAL)	SQ YD	$ 1,500.00	5	$ 7,500.00			$ -			$ -
JS701010	MAINTENANCE OF TRAFFIC	L SUM	$ 575,000.00	0.02	$ 11,500.00			$ -			$ -
JT501729	PROTECTIVE SHIELD	SQ YD	$ 65.00	328	$ 21,320.00			$ -			$ -
JT602832	CLEAN DRAINAGE SYSTEM, LOCATION 2	EACH	$ 14,150.00	1	$ 14,150.00			$ -			$ -
Contingency					$ 13,441.94						
MOBILIZATION					$ 16,130.33						
SUBTOTAL PAY ITEMS					**$ 298,411.07**			**$ -**			**$ -**
TOTAL CONSTRUCTION COST					$ 298,411.07			$ -			$ -
5% Design Engineering:					$ 14,920.55			$ -			$ -
10% Construction Engineering:					$ 29,841.11			$ -			$ -
TOTAL PARTICIPATION COST:					$ 343,172.73			$ -			$ -

IGA PARTICIPATION COST BREAKDOWN
DuPage
BRIDGE NO. 827 (RAYMOND DRIVE OVER I-88)
DESIGN CONTRACT NO. I-24-4947
CONSTRUCTION CONTRACT NO. RR-25-2023

DATE: 09/23/2025

Exhibit C

WORK INCLUDED IN IGA			IGA ESTIMATE (prepared by DSE during Design)			AS-BID ESTIMATE (prepared by DSE after Contract Award)			FINAL ESTIMATE (prepared by CM during construction)		
PAY ITEM NO.	DESCRIPTION	UNIT	ESTIMATED UNIT PRICE	ESTIMATED QUANTITY	ESTIMATED COST	AS-BID UNIT PRICE	ESTIMATED QUANTITY	ESTIMATED COST	AS-BID UNIT PRICE	ACTUAL QUANTITY	ACTUAL COST
20101300	TREE PRUNING (1 TO 10 INCH DIAMETER)	EACH	$ 40.00	1	$ 40.00			$ -			$ -
20200100	EARTH EXCAVATION	CU YD	$ 40.00	53	$ 2,120.00			$ -			$ -
21101615	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	$ 6.00	484	$ 2,904.00			$ -			$ -
25000210	SEEDING, CLASS 2A	ACRE	$ 3,500.00	0.10	$ 350.00			$ -			$ -
25000400	NITROGEN FERTILIZER NUTRIENT	POUND	$ 3.00	9	$ 27.00			$ -			$ -
25000600	POTASSIUM FERTILIZER NUTRIENT	POUND	$ 3.00	9	$ 27.00			$ -			$ -
25100630	EROSION CONTROL BLANKET	SQ YD	$ 1.25	968	$ 1,210.00			$ -			$ -
28000250	TEMPORARY EROSION CONTROL SEEDING	POUND	$ 3.50	10	$ 35.00			$ -			$ -
28000400	PERIMETER EROSION BARRIER	FOOT	$ 3.00	441	$ 1,323.00			$ -			$ -
28000510	INLET FILTERS	EACH	$ 250.00	4	$ 1,000.00			$ -			$ -
44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	$ 15.00	87	$ 1,305.00			$ -			$ -
44201831	CLASS D PATCHES, TYPE III, 15 INCH	SQ YD	$ 150.00	72	$ 10,800.00			$ -			$ -
X5870015	BRIDGE DECK CONCRETE SEALER	SQ FT	$ 3.00	2208	$ 6,624.00			$ -			$ -
59000200	EPOXY CRACK INJECTION	FOOT	$ 80.00	131	$ 10,480.00			$ -			$ -
60605000	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24	FOOT	$ 60.00	87	$ 5,220.00			$ -			$ -
63000001	STEEL PLATE BEAM GUARDRAIL, TYPE A, 6 FOOT POSTS	FOOT	$ 40.00	112.5	$ 4,500.00			$ -			$ -
63100070	TRAFFIC BARRIER TERMINAL, TYPE 5	EACH	$ 1,200.00	1	$ 1,200.00			$ -			$ -
63100085	TRAFFIC BARRIER TERMINAL, TYPE 6	EACH	$ 4,000.00	1	$ 4,000.00			$ -			$ -
63200310	GUARDRAIL REMOVAL	FOOT	$ 15.00	164	$ 2,460.00			$ -			$ -
66900530	SOIL DISPOSAL ANALYSIS	EACH	$ 1,400.00	1	$ 1,400.00			$ -			$ -
70107025	CHANGEABLE MESSAGE SIGN	CAL DA	$ 50.00	14	$ 700.00			$ -			$ -
70300150	SHORT TERM PAVEMENT MARKING REMOVAL	SQ FT	$ 1.80	3159	$ 5,686.20			$ -			$ -
70307120	TEMPORARY PAVEMENT MARKING - LINE 4" - TYPE IV TAPE	FOOT	$ 1.50	9477	$ 14,215.50			$ -			$ -
70400100	TEMPORARY CONCRETE BARRIER	FOOT	$ 30.00	712.5	$ 21,375.00			$ -			$ -
70400200	RELOCATE TEMPORARY CONCRETE BARRIER	FOOT	$ 10.00	712.5	$ 7,125.00			$ -			$ -
70600241	IMPACT ATTENUATORS, TEMPORARY (NON- REDIRECTIVE, NARROW), TEST LEVEL 2	EACH	$ 4,000.00	2	$ 8,000.00			$ -			$ -
70600341	IMPACT ATTENUATORS, RELOCATE (NON- REDIRECTIVE, NARROW), TEST LEVEL 2	EACH	$ 1,500.00	2	$ 3,000.00			$ -			$ -
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	$ 0.70	4697	$ 3,287.90			$ -			$ -
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	$ 1.00	302	$ 302.00			$ -			$ -
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	$ 3.00	187	$ 561.00			$ -			$ -
78009004	MODIFIED URETHANE PAVEMENT MARKING - LINE 4"	FOOT	$ 1.50	1446	$ 2,169.00			$ -			$ -
78009012	MODIFIED URETHANE PAVEMENT MARKING - LINE 12"	FOOT	$ 4.00	66	$ 264.00			$ -			$ -
78300202	PAVEMENT MARKING REMOVAL - WATER BLASTING	SQ FT	$ 1.80	2504	$ 4,507.20			$ -			$ -
X0322194	POLYMER MODIFIED PORTLAND CEMENT MORTAR	SQ FT	$ 400.00	2	$ 800.00			$ -			$ -
X0324599	ROD AND CLEAN EXISTING CONDUIT	FOOT	$ 2.00	288	$ 576.00			$ -			$ -
X0326766	CLEAN & RESEAL RELIEF JOINT	FOOT	$ 50.00	115	$ 5,750.00			$ -			$ -
X5060704	CLEANING AND PAINTING EXPOSED REBAR	SQ FT	$ 100.00	3	$ 300.00			$ -			$ -
X5230168	DOWNSPOUT CONNECTION	EACH	$ 2,500.00	4	$ 10,000.00			$ -			$ -
X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	$ 195,000.00	0.35	$ 68,250.00			$ -			$ -
X7830050	RAISED REFLECTIVE PAVEMENT MARKER, REFLECTOR REMOVAL	EACH	$ 12.00	34	$ 408.00			$ -			$ -
X7830052	RAISED REFLECTIVE PAVEMENT MARKER, REFLECTOR REPLACEMENT	EACH	$ 20.00	34	$ 680.00			$ -			$ -
X8900106	TEMPORARY TRAFFIC SIGNAL TIMING (SPECIAL)	EACH	$ 2,000.00	2	$ 4,000.00			$ -			$ -
X8500104	MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION (SPECIAL)	EACH	$ 2,000.00	1	$ 2,000.00			$ -			$ -
Z0012102	CONCRETE BRIDGE DECK SCARIFICATION 3/8 INCH	SQ YD	$ 30.00	1968	$ 59,040.00			$ -			$ -
Z0012193	BRIDGE DECK THIN POLYMER OVERLAY 3/8"	SQ YD	$ 75.00	1968	$ 147,600.00			$ -			$ -
Z0012500	CONCRETE CURB REPAIR	FOOT	$ 175.00	14	$ 2,450.00			$ -			$ -
Z0012754	STRUCTURAL REPAIR OF CONCRETE (DEPTH EQUAL TO OR LESS THAN 5 INCHES)	SQ FT	$ 400.00	28	$ 11,200.00			$ -			$ -
Z0016001	DECK SLAB REPAIR (FULL DEPTH, TYPE I)	SQ YD	$ 3,500.00	2	$ 7,000.00			$ -			$ -
Z0016002	DECK SLAB REPAIR (FULL DEPTH, TYPE II)	SQ YD	$ 2,500.00	25	$ 62,500.00			$ -			$ -
JS701010	MAINTENANCE OF TRAFFIC	L SUM	$ 575,000.00	0.06	$ 34,500.00			$ -			$ -
JT154092	CONTRACT ALLOWANCE FOR UNFORESEEN STRUCTURE WORK	UNIT	$ 1.00	60000	$ 60,000.00			$ -			$ -
JT202009	NON-SPECIAL WASTE DISPOSAL, TYPE 1	CU YD	$ 250.00	53	$ 13,250.00			$ -			$ -
JT501729	PROTECTIVE SHIELD	SQ YD	$ 65.00	1629	$ 105,885.00			$ -			$ -
JT602831	CLEAN DRAINAGE SYSTEM, LOCATION 1	EACH	$ 23,100.00	1	$ 23,100.00			$ -			$ -
Contingency					$ 37,375.34						
MOBILIZATION					$ 44,850.41						
SUBTOTAL PAY ITEMS					**$ 829,732.55**			**$ -**			**$ -**
TOTAL CONSTRUCTION COST					$ 829,732.55			$ -			$ -
5% Design Engineering:					$ 41,486.63			$ -			$ -
10% Construction Engineering:					$ 82,973.26			$ -			$ -
TOTAL PARTICIPATION COST:					$ 954,192.44			$ -			$ -

SPECIAL PURCHASE REQUISITION, DU PAGE COUNTY, ILLINOIS

WHEATON, ILLINOIS 60187

kbc

PURCHASE ORDER NO.

10/29/2025
DATE

REQUISITIONING AGENCY
DuPage County Division of Transportation
NAME
421 N. County Farm Road
ADDRESS
Wheaton, IL 60187
CITY, STATE, ZIP

SHIP TO ADDRESS
Same
NAME

ADDRESS

CITY, STATE, ZIP

RESOLUTION NUMBER

FUND	AGENCY		VENDOR NUMBER		EXPIRATION DATE	LAST INVOICE DATE	FOB	
			10241		11/30/2030	11/30/2035	Wheaton, IL	
ORGANIZATION	ACTIVITY	OBJECT	QUANTITY	UNIT OF PURCHASE	ITEM CODE	DESCRIPTION COMMODITY / CONTRACT	UNIT PRICE	EXTENSION
LN1-FY26-1500-3500-54040			I88_XRD_BRIDGES			IGA for the rehabilitation of the "Crossroad Bridges" - 3 bridges that		242,246.03
LN2-FY26-1500-3500-54050			I88_XRD_BRIDGES			carry Midwest Road, Meyers Road, and Raymond Drive over the		1,130,479.72
LN3-FY27-1500-3500-54050			I88_XRD_BRIDGES			Ronald Reagan Memorial Tollway (I-88). Contract No. I-24-4947		484,491.31
						TOTAL		$1,857,217.06

REMIT TO:
The Illinois Toll Highway Authority 2700 Ogden Avenue, Downers Grove, IL 60515

COMMITTEE APPROVAL	DATE
Transportation	11/04/25
County Board	11/12/25

DOT TO ISSUE FORMAL NOTICE TO PROCEED

DO NOT SEND PO

HEADER COMMENTS

*****DOT-ISTHA -I88 XROAD BRIDGES *****

Signature on file

DEPARTMENT APPROVAL 10/29/25 DATE

FORM PR770 REV. 1193

939

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

File #: DT-R-0035-25 **Agenda Date:** 11/4/2025 **Agenda #:** 7.H.3.

AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND OXCART PERMIT SYSTEMS, LLC
OVERWEIGHT / OVER DIMENSION PERMITTING SERVICES
AS NEEDED FOR THE DIVISION OF TRANSPORTATION
(NO COUNTY COST)

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) by virtue of its power set forth in "Counties Code" (55 ILCS 5/5-1001 *et. seq.*) and "Illinois Highway Code" (605 ILCS 5/5-101 *et. seq.*) is authorized to enter into this agreement; and

WHEREAS, the COUNTY requires Overweight/Over Dimension Permitting Services; and

WHEREAS, Oxcart Permit Systems, LLC. (hereinafter CONSULTANT) has experience and expertise in this area and is in the business of providing such Overweight / Over Dimension Permitting Services, and is willing to perform the required services at a no-cost, pass through service to the COUNTY; and

WHEREAS, the COUNTY has contracted with CONSULTANT and wishes to continue at no cost to the COUNTY; and

WHEREAS, the Transportation Committee has reviewed and recommends approval of the attached Agreement.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Agreement between the County of DuPage and Oxcart Permit Systems, LLC. be hereby accepted and approved at no cost to the COUNTY, for the period of December 1, 2025 through November 30, 2029, and that the Chair of the DuPage County Board is hereby authorized and directed to execute the Agreement on behalf of the COUNTY; and

BE IT FURTHER RESOLVED that the Director of Transportation is hereby authorized to approve an increase in the CONSULTANT's fees, up to $1.00 annually, during the term of this agreement; and

BE IT FURTHER RESOLVED that an original copy of this Resolution and Agreement be transmitted to Oxcart Permit Systems, LLC., 440 West Colfax, Suite 2384, Palatine, Illinois 60078, by and through the Division of Transportation.

Enacted and approved this 12th day of November, 2025 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

AGREEMENT
BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND
OXCART PERMIT SYSTEMS, LLC
FOR OVERWEIGHT/OVER DIMENSION PERMITTING SERVICES

This agreement (hereinafter referred to as the "AGREEMENT"), made this _____ day of _____, 2025 between the County of DuPage, a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the "COUNTY") and Oxcart Permits Systems, LLC, an Illinois limited liability corporation, licensed to do business in the State of Illinois, with offices at 440 W. Colfax, Suite 2384, Palatine, Illinois (hereinafter referred to as the "CONSULTANT"). The COUNTY and the CONSULTANT are hereinafter sometimes individually referred to as a "party" or together as the "parties."

RECITALS

WHEREAS, the COUNTY by virtue of its power set forth in "Counties Code" (55 ILCS 5/5-1001, *et seq*.) and "Illinois Highway Code" (605 ILCS 5/5-101, *et seq*.) is authorized to enter into this AGREEMENT; and

WHEREAS, the COUNTY requires overweight / over dimension permitting services (hereinafter referred to as "SERVICES"); and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such permitting services and is willing to perform the required services at no cost, as a pass-through service to the COUNTY.

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.

1.3 The exhibits referenced in this AGREEMENT shall be deemed incorporated herein and made a part 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 and Fee Schedule, specified as Exhibit A, attached hereto, which exhibit is hereby incorporated by reference. The CONSULTANT shall complete all of the work set forth in said exhibit for the compensation set forth in Section 7.0, below, unless otherwise modified.

2.2 The CONSULTANT shall prepare and distribute meeting minutes within seven (7) days following any meetings between the COUNTY or other group and the CONSULTANT concerning the SERVICES.

2.3 The COUNTY may, from time to time, request changes in the Scope of Work. Any such changes, including any increase or decrease in the CONSULTANT'S compensation and Scope of Work, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, except as allowed in Paragraph 15.3, below.

2.4 The relationship of the CONSULTANT to the 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 the COUNTY to exercise control or direction over the manner or method by which the CONSULTANT or its sub-contractors/sub-consultants provide services hereunder. Neither the CONSULTANT nor the CONSULTANT'S employees shall be entitled to receive any COUNTY benefits. The CONSULTANT shall be solely responsible for the payment of all withholdings required by law which may become due with regard to any compensation paid by the COUNTY to the CONSULTANT.

2.5 Any work, assignments or services deemed to be a professional service under this AGREEMENT shall be performed and/or supervised by individuals licensed to practice by the State of Illinois in the applicable professional discipline.

2.6 Neither the CONSULTANT, nor the CONSULTANT'S employees, shall be retained as expert witnesses by the COUNTY except as by separate agreement.

3.0 NOTICE TO PROCEED

3.1 Authorization to proceed shall be given on behalf of the COUNTY by the Director of Transportation (hereinafter referred to as the "Director"), in the form of a written Notice to Proceed following execution of the AGREEMENT by the County Board Chair.

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 the CONSULTANT, as provided for in this AGREEMENT, including, but not limited to, acts performed in accordance with Paragraphs 4.1, 5.2, 6.1, 7.1, 8.2, 8.3, 15.3 and 21.2.

4.0 TECHNICAL SUBCONSULTANTS

4.1 The prior written approval of the COUNTY shall be required before the CONSULTANT hires any sub-consultant(s) to complete COUNTY-ordered technical tasks or work under the terms of this AGREEMENT.

4.2 The CONSULTANT shall supervise any sub-consultant(s) hired by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said sub-consultant, or sub-consultants, in the same manner and with the same liability as if performed by the CONSULTANT.

4.3 The CONSULTANT shall require any sub-consultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that the sub-consultant also meets the terms of Sections 8.0 and 13.0 and Paragraph 24.4 of this AGREEMENT and shall fully comply therewith while engaged by the CONSULTANT in work for the COUNTY on the SERVICES.

5.0 TIME FOR PERFORMANCE

5.1 Upon execution of the AGREEMENT, the COUNTY will issue its written Notice to Proceed for December 1, 2025 at the expiration of the current AGREEMENT on November 30, 2025 so the operation of the system will continue without interruption.

5.2 All of the services required hereunder shall be completed within a four-year term by November 30, 2029.

5.3 If the CONSULTANT is delayed at any time in the progress of the work by any act or neglect of the COUNTY or by any employee of the COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control, the sole remedy and allowance shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with the CONSULTANT. The CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

6.0 DELIVERABLES

6.1. The CONSULTANT shall provide the COUNTY the deliverables specified in Exhibit A upon execution of this AGREEMENT and shall maintain it throughout the duration of the AGREEMENT as specified in Section 15.0. This will include any updates or revisions to the software system that are developed by the CONSULTANT, upon approval and acceptance by the COUNTY.

7.0 COMPENSATION

7.1. Total payments to the CONSULTANT under the terms of this AGREEMENT are enumerated in Exhibit A. No compensation shall be paid directly from the COUNTY to the CONSULTANT.

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 one million dollars ($1,000,000.00) each accident/injury and one million dollars ($1,000,000.00) each employee/disease.

8.1.c **Commercial (Comprehensive) General Liability Insurance**, (including contractual liability) with a limit of not less than three million dollars ($3,000,000.00) aggregate; including limits of not less than two million dollars ($2,000,000.00) per occurrence, and one million dollars($1,000,000.00) excess liability.

An Endorsement must also be provided naming the County of DuPage c/o the Director of Transportation, DuPage County Division of Transportation, its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.

8.1.d **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million dollars ($1,000,000.00) for any one person and one million dollars ($1,000,000.00) for any one occurrence of death, bodily injury or property damage in the aggregate annually. **An Endorsement must also be provided naming the County of DuPage c/o the Director of Transportation, DuPage County Division of Transportation, its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.**

8.1.e **Professional Liability Insurance (Errors and Omissions)** shall be provided with minimum limits of at least one million dollars ($1,000,000.00) per incident/two million dollars ($2,000,000.00) aggregate during the term of this AGREEMENT and shall be maintained in the form of an additional endorsement for a period of four (4) years after the date of the final payment for this AGREEMENT. The CONSULTANT shall provide the COUNTY endorsements at the beginning of each year evidencing same or a new carrier policy that has a retroactive date prior to the date of this AGREEMENT.

8.1.f. **Cyber Liability Insurance** with minimum limits of two million dollars ($2,000,000.00) to include the following endorsement:

It is agreed that the County web page hosted by and maintained by CONSULTANT will contain only the information fields listed below, and all the information is available through public websites and entities accessible via the Freedom of Information Act. Any additional information to be included for all or some of the for-hire motor carriers on the website must be contractually agreed to by both the COUNTY and CONSULTANT.

Applicant Name – Trucking Company
Street Address 1
Street Address 2
City
State
ZIP
Contact name
Contact phone number
Contact fax number
Contact email address
Company Website (URL)
USDOT number

Truck specific data (required on the permit by DuPage County)

Weights
Dimensions
Duration of Permit
Registration (license number)
Load Description
Illinois Department of Transportation Permit number (if applicable)
Illinois Tollway Authority Permit number (if applicable)
Routing

The Website will NOT contain any financial or sensitive information, and all information on the website is available through the Freedom of Information Act.

A co-defendant endorsement will be required if the COUNTY and the CONSULTANT agree in writing to amend this AGREEMENT to include any information not available based on the Freedom of Information Act.

8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT'S Certificates of Insurance, as well as all applicable coverage and cancellation endorsements before issuance of a Notice to Proceed. It is the further duty of the CONSULTANT to immediately notify the COUNTY if any insurance required under this AGREEMENT has been cancelled, materially changed, or renewal has been refused, and the CONSULTANT shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the CONSULTANT curing any breach of its required insurance coverage, the COUNTY shall notify

the CONSULTANT that the CONSULTANT can resume work under this AGREEMENT. The CONSULTANT shall accept and bear all costs that may result from the cancellation of this AGREEMENT due to CONSULTANT'S failure to provide and maintain the required insurance.

8.3 The coverage limits required under subparagraphs 8.1.c and 8.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e 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 be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that effect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

8.4 The CONSULTANT shall require all approved sub-consultants, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable under this AGREEMENT to maintain the same insurance required of the CONSULTANT, including naming the COUNTY as an additional insured in the same coverage types and amounts as the CONSULTANT, per Section 8.0. The COUNTY retains the right to obtain evidence of sub-consultants' insurance coverage at any time.

9.0 INDEMNIFICATION

9.1 The CONSULTANT shall indemnify, hold harmless and defend the COUNTY, its officials, officers, agents, and employees 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.

Neither party shall have liability with respect to its obligations under this AGREEMENT or otherwise for loss of goodwill, or for special, indirect, consequential, or incidental damages, whether arising in tort or in contract.

The total liability of CONSULTANT to the COUNTY in connection with this AGREEMENT will be limited to the 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 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, any attorney representing the COUNTY, under this paragraph or paragraph 9.1, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, in accordance with the applicable law. The COUNTY'S participation in its defense shall not remove the 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. The CONSULTANT'S indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.

9.4 The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or otherwise available to it, or to the CONSULTANT, under the law.

10.0 SATISFACTORY PERFORMANCE

10.1 The COUNTY is entering into an AGREEMENT with this CONSULTANT because the CONSULTANT professes to the COUNTY that it will employ the standard of care within its profession in the

performance of the services herein contracted. Accordingly, the CONSULTANT'S and sub-consultant(s) standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets the quality and standards commonly provided by similar firms practicing in the COUNTY and the State of Illinois.

10.2 In the event there are no similar firms practicing in DuPage County, Illinois, with respect to the type of work for which this CONSULTANT has been engaged, the CONSULTANT'S services shall be performed in a manner consistent with the customary skill and care of its profession.

10.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or its' sub-consultant(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. In the event any
errors or omissions are detected after the expiration or termination of the AGREEMENT, the CONSULTANT may at the COUNTY'S option, up to one (1) year after expiration or termination of the AGREEMENT, have the responsibility to cure same under this provision.

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 from any errors, omissions, or negligent or willful acts by the CONSULTANT or its sub-consultants.

11.0 BREACH OF CONTRACT

11.1 Either party's failure to timely cure any material breach of this AGREEMENT shall relieve the other party of the requirement to give thirty (30) day notice for termination of this AGREEMENT in accordance with Paragraph 16.1, below. Whenever a party hereto has failed to timely cure a breach of this AGREEMENT, the other party may terminate this AGREEMENT by giving ten (10) days written notice thereof to the breaching party. Notwithstanding the above term, the CONSULTANT'S failure to maintain insurance in accordance with Section 8.0, above, or in the event of any of the contingencies described in Paragraph 16.1 below, shall be grounds for the COUNTY'S immediate termination of this AGREEMENT.

12.0 OWNERSHIP OF DOCUMENTS

12.1 The CONSULTANT agrees that any and all 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 6.1. An electronic copy of all applicable deliverables, in a format designated by the COUNTY'S representative, shall be provided to the COUNTY.

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 same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this AGREEMENT. The CONSULTANT waives any copyright interest in said deliverables.

12.3 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.

12.4 The CONSULTANT may, at its sole expense, reproduce and maintain copies of deliverables provided to the COUNTY.

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITIES

13.1 The CONSULTANT, and sub-consultant(s), shall comply with Federal, State and Local statutes, ordinances and regulations including but not limited to the Illinois Freedom of Information Act (5 ILCS 140/1, *et seq*.).

13.2 The CONSULTANT, and sub-consultant(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 an unfair employment practice. The CONSULTANT, and sub-consultant(s), shall comply with 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).

13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT'S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.

13.5 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 the CONSULTANT'S services under this AGREEMENT.

13.6 **In accordance with the Vendor Information Reporting Act (35 ILCS 200/18-50.2),** the COUNTY is required to collect and electronically publish data from all consultants and subconsultants as to: (1) whether they are a minority-owned, women-owned or veteran-owned business as defined by the Business Enterprise for Minorities, Women and Persons with Disabilities Act (30 ILCS 575/.01 *et seq.*); and (2) whether the consultant or any subconsultants are self-certifying or whether they hold certifications for those above-referenced categories. If self-certifying, the consultants and subconsultants shall disclose whether they qualify as a small business under federal Small Business Administration standards. **In compliance with the Vendor Information Reporting Act, within 60 calendar days of the COUNTY'S award of the contract for work covered under this AGREEMENT, the awarded consultant, and each subconsultant, must complete the Awarded Vendor Questionnaire. (found at** https://mwv.dupagecounty.gov/**).**

13.7 The CONSULTANT acknowledges knowledge of the COUNTY'S Procurement Ordinance, which is hereby incorporated in this AGREEMENT, and has had an opportunity to review it. The CONSULTANT agrees to submit changes for Scope of Work or compensation in accordance with said Ordinance.

14.0 MODIFICATION OR AMENDMENT

14.1 The CONSULTANT acknowledges knowledge of the COUNTY'S Procurement Ordinance, which is hereby incorporated in this AGREEMENT, and has had an opportunity to review it.

15.0 TERM OF THIS AGREEMENT

15.1 The term of this AGREEMENT shall begin on December 1, 2025 after the AGREEMENT is fully executed, 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 Section 16.0, or

(b) The expiration of this AGREEMENT on November 30, 2029, or to a new date agreed upon by the parties.

(c) The completion by the CONSULTANT and the COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before November 30, 2029.

15.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b), above, or after the early termination of this AGREEMENT. The COUNTY is not liable and will not reimburse the CONSULTANT for any work performed after the expiration or termination date of the AGREEMENT. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for work satisfactorily performed prior to expiration or termination of the AGREEMENT and delivered in accordance with Paragraph 6.1, above.

15.3 The term for performing this AGREEMENT may be amended by a Change Order, or other COUNTY designated form, signed by both parties without formal amendment pursuant to paragraph 14.1 above.

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 or without cause thirty (30) days after having served written notice upon the other party, except in the event of CONSULTANT'S failure to maintain suitable insurance at the requisite coverage amounts, insolvency, bankruptcy or receivership, or if the CONSULTANT is barred from contracting with any unit of government, or is subsequently convicted or charged with a violation of any 0f the statutes or ordinances identified in Section 13.0, above, in which case termination shall be effective immediately upon receipt of notice from COUNTY at COUNTY'S election.

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, or to pay for services rendered prior to termination. There shall be no termination expenses.

16.3 Upon termination of the AGREEMENT, all data, work products, reports and documents produced because of this AGREEMENT shall become the property of the COUNTY. Further, the CONSULTANT shall provide all deliverables within fourteen (14) days of termination of this AGREEMENT 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 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.

17.5 In the event there is a conflict between Sections 1 through 24 of this AGREEMENT and any of the attached Exhibit(s), Sections 1 through 24 of this AGREEMENT shall prevail.

18.0 ASSIGNMENT

18.1 Either party may assign this AGREEMENT provided, however, the other party shall first approve such assignment, in writing.

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.

19.2 In the event of the contingency described in Paragraph 19.1, above, the parties shall make a good faith effort to amend this AGREEMENT pursuant to Paragraph 14.1, above, in order to remedy and, or, replace any provision declared unenforceable or invalid.

20.0 GOVERNING LAW

20.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.

20.2 The venue for resolving any disputes concerning the parties' respective performance under this AGREEMENT shall be the Judicial Circuit Court for DuPage County.

21.0 NOTICES

21.1 Any required notice shall be sent to the following addresses and parties:

Oxcart Permit Systems, LLC
440 W. Colfax, Suite 2384
Palatine, IL 60078
ATTN: Bryce Baker COO/Member
Phone: 331.205.8180
Email: bbaker@oxcartpermits.com

DuPage County Division of Transportation
421 N. County Farm Road
Wheaton, IL 60187
ATTN: Stephen M. Travia, P.E.
Director of Transportation
Phone: 630.407.6900
Email: stephen.travia@dupagecounty.gov

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; (8:00a.m.-4:30p.m. CST or CDT Monday–Friday); (b) served by facsimile transmission during regular business hours (8:00a.m.-4:30p.m.CST or CDT Monday–Friday); (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid;

or (d) served by email transmission during regular business hours (8:00 a.m. – 4:30 p.m. CST or CDT Monday-Friday), return receipt requested. Notices served personally, by facsimile or email 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 to 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 shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT and shall not 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 ACCESS TO PROPERTY

N/A - This section left intentionally blank

25.0 DISPOSAL OF SAMPLES AND HAZARDOUS SUBSTANCES

N/A - This section left intentionally blank

26.0 QUALIFICATIONS

26.1 The CONSULTANT shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the work covered under this AGREEMENT, for which Illinois Statutes require license or registration, and further shall employ only well qualified persons in responsible charge of any elements of the work covered under this AGREEMENT, all subject to COUNTY approval.

26.2 The CONSULTANT'S key personnel specified in the AGREEMENT shall be Bryce Baker, COO/Member, and he shall be considered essential to the work covered under this AGREEMENT. If for

any reason, substitution of a key person becomes necessary, the CONSULTANT shall provide advance written notification of the substitution to the COUNTY. Such written notification (Exhibit B made a part hereof) shall include the proposed successor's name and resume of their qualifications. The COUNTY shall have the right to approve or reject the proposed successor.

26.3 Failure by the CONSULTANT to properly staff the SERVICES with qualified personnel shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for cancellation of this AGREEMENT.

26.4 The CONSULTANT shall require the sub-consultant(s) utilized for the SERVICES to employ qualified persons to be the same extent such qualifications are required of the CONSULTANT'S personnel. The COUNTY shall have the same rights under Paragraph 24.3, above, with respect to the CONSULTANT'S sub-consultant(s) being properly staffed while engaged in the SERVICES.

IN WITNESS OF, the parties set their hands and seals as of the date first written above.

COUNTY OF DUPAGE

Deborah A. Conroy, Chair
DuPage County Board

ATTEST BY:

Jean Kaczmarek, County Clerk

OXCART PERMIT SYSTEMS, LLC

Signature on file

10/28/2025

Bryce Baker
COO/Member

ATTEST BY:

Signature on file

Signature 10/28/2025

Signature on file

Print Name

OFFICE MANAGER
Title

EXHIBIT A

SCOPE OF WORK/FEE SCHEDULE

The term "Customer" shall refer to any third-party requesting over-dimension and/or overweight vehicle permits from the County.

1. Oxcart Services.

Oxcart shall develop, establish, set up and maintain an internet application ("County web page"), which shall include but not be limited to the creation of online over-dimension and overweight vehicle permit applications and the processing of said permit applications, for the County for the purposes of accepting over-dimension and overweight vehicle permit applications and payment for such permits as set forth herein, which shall be referred to as the "Service."

i. All Services provided by Oxcart shall be conducted and accomplished in a professional and workmanlike manner.

ii. The Service will be made available per the Service Level defined herein below.

iii. The Service will allow for the acceptance and processing of over-dimension and overweight vehicle permit applications as authorized by the DuPage County Ordinance/Amendments for Overweight/Over-Dimension Truck Permit and Violation Fees (ODT-006D-92) (County's Code).

iv. The Service will be hosted using computer servers contracted by Oxcart.

v. Oxcart reserves the right to change computer servers and computer server hosting providers at any time with notice provided to the County during the term of this Agreement.

vi. Oxcart reserves the right to update code and/or security measures at any time without notice during this agreement. Oxcart will maintain a Security Incident Response plan which will be made available to the County for review and in a format acceptable to the County.

vii. The content of the County web pages within the Service shall be dedicated solely to the County. The content of such pages shall include but not be limited to:

1. Application fields necessary to receive, pay for, and process a permit.

2. Maintain user information and icons representative of the County.

3. Automated permits, in which permits do not need to be reviewed by County, and non-automated permits, in which permits must be reviewed by County, as directed by the County.

4. All credit card processing and customer data shall be protected and completed under the PCI Compliance Statement reviewed and approved by the County.

viii. The online over-dimension and overweight vehicle permit application will be based upon and processed according to the requirements of the DuPage County Ordinance/Amendments for Overweight/Over-Dimension Truck Permit and Violation Fees (ODT-006D-92) (County's Code). If the County's Code is amended, the requirements from the most updated County's Code shall be followed. The Service shall provide the County and Customers with an unlimited number of free user access accounts with which to apply and pay for the issuance of over-dimension and overweight vehicle permits.

ix. Oxcart shall process all permit applications (both automated and non-automated). Upon receipt of an automated permit application, Oxcart shall within the time limit set forth in the Service Level section defined herein below, contact the Applicant with information regarding the approval, denial, or approval with pre-programmed conditions of the permit, and, upon approval, collect payment for County permit fees and any other applicable fees, and issue the permit. Upon receipt of a non-automated permit application, Oxcart shall within the time limit set forth in the Service Level section defined herein below, provide the County with all information necessary for the County to review, approve or deny, or establish conditions under which the permit will be granted. Upon the County's review of a non-automated permit application, Oxcart shall contact the Applicant with information regarding the approval, denial, or approval with conditions of the permit, and, upon approval, collect payment for County permit fees and any other applicable fees, and issue the permit.

x. All payments shall be accepted utilizing an integrated credit card payment processor to accept online payments for the County. In addition to the County permit fee, for each transaction, the credit card payment processor will assess the Customer with a fee calculated on the sum of the total of the maximum County permit fee and the Oxcart Service Fee, plus an additional service fee for each transaction. Payment in full of the County permit fee, the credit card payment processor fee, the transaction fee and the Oxcart Service Fee will be required in order for the Customer to access the approved permit. However, in no event may Oxcart or the County violate the Local Government Acceptance of Credit Card Act (50 ILCS 345/1, *et seq.*)

1. Oxcart does not set the credit card payment processor fees or transaction fees, which are subject to change at any time with notice. At the time of this Agreement the payment processor fee is 2.9% of the calculated sum of the total of the maximum County permit fee and the Oxcart Service Fee,

plus a $.30 per transaction fee. Oxcart shall promptly notify the County of changes to these rates as soon as Oxcart becomes aware of the rate change.

2. Upon change of credit card payment processor fees, Oxcart shall update the County web application to reflect the new rates and notify the County of the change.

3. Oxcart reserves the right to change credit card payment processors at any time with notice to the County.

xi. County permit fees shall be collected by Oxcart in accordance with the provisions of the DuPage County Ordinance/Amendments for Overweight/Over-Dimension Truck Permit and Violation Fees (ODT-006D-92) (County's Code).

xii. On or before the tenth business day of each month, Oxcart shall transfer to the County through ACH direct deposit or bill payment system through the United States Postal Service all County permit fees for all approved permits for the preceding calendar month. All County permit fees shall be paid in full by Oxcart each month to the County. In addition, by the tenth business day of each month, Oxcart shall transmit by email or United States Postal Service, a report providing the name, address, date of payment, date of permit issuance and County permit fee collected for each permit approved and issued. Such report shall be in a format approved by the County and shall be sent as provided in the NOTICES section of the AGREEMENT.

xiii. Oxcart will not disseminate any phone numbers, email addresses or other personal information of Customers other than what is displayed on an approved permit.

xiv. Oxcart shall maintain permit data for online access by the County for a minimum of ninety (90) calendar days and allow the County to download County permit data during this time. Oxcart shall maintain the County's permit data for a period of ten (10) years.

xv. Oxcart shall maintain complete and accurate books, records and accounts showing the permits issued and its billings for the County permit fees and the permit services provided to the County and the amount collected for County permit fees. Such books and records shall be made available for examination and audit by the County at any time during business hours upon request.

xvi. Notwithstanding anything to the contrary in the foregoing, Oxcart is free to upgrade and modify its network, application, and backup infrastructure

pursuant to a Systems Maintenance policy which will be available to the County for review.

xvii. Oxcart may choose to add standard features and upgrades to the application at no additional charge to the County or Customer. Oxcart shall immediately inform the County of any breach of security or identity theft related to Oxcart's Services under this Agreement.

xviii. Oxcart is free to market the Service to other organizations, municipalities, and customers without exception or exclusion except at the sole discretion of Oxcart.

2. Payment and Fees for Service.

i. As full and complete compensation for the Service to be provided hereunder, Oxcart shall assess a Service Fee to the Customer, in addition to the credit card payment processing fees, as provided in Section 1(xi).

ii. Such Service Fee shall be assessed based upon the cost of the permit applied for and as provided in the following Schedule:

County Permit Fee	Oxcart Fee
$0.00 - $49.99	$5.00 flat fee
$50.00 - $99.99	10%
$100.00 - $199.99	$12.50 flat fee
$200.00 or more	$15.00 flat fee

iii. All payments are final and Oxcart will not refund the Customer any monies collected through the credit card payment processor unless the payment was made in error or without authorization, the permit was issued in error or an error occurred which was directly attributable to Oxcart or the credit card payment processor, or the County requests a refund be processed through the credit card processor for an approved permit to which the credit card processor fee assessed to Oxcart will be deducted from the monthly payment to the County. Oxcart may elect to refund monies via check or ACH at its sole discretion, and the County reserves the right to internally issue County permit fee refunds to Customers through their finance department. Oxcart shall provide the County with notice of any payment that is in dispute.

iv. Once the transaction has been completed and all fees received from the credit card payment processor, Oxcart will not store or retain any Customer financial or credit information.

v. Within the first twelve (12) months upon execution of this Agreement, Oxcart will seek to develop and implement alternative, online Customer payment methods, including electronic ACH. Both Oxcart and the County agree to negotiate in good faith any addendums for fees which may need to be passed along to the Customer for the cost of new payment methods.

Service Level

Oxcart will use commercially reasonable efforts to make the Service available 24 hours a day, 7 days a week. Down time is defined as the period of time over which the County and/or Customers is unable to access the Service due to a failure of Oxcart's application. Oxcart shall provide an accessible toll-free number to Customers 24 hours a day, 7 days a week, with reasonable customer service response available Monday through Friday, 8:00 AM-4:30 PM CST or CDT.

Scheduled maintenance will be performed from time to time as determined by written and available Oxcart policy which may result in the Application being inaccessible to the County and/or Customers. Such scheduled maintenance activates are not considered down time. Care will be taken to minimize impact to the Service during normal business hours, considered as Monday through Friday 7:00 AM to 6:00 PM CST or CDT.

Barring situations listed below which are exempt from this Service Level, information regarding the approval, denial, or approval with pre-programmed conditions of a new automated permit application will be sent by Oxcart to the Customer via email upon submittal of the Application. Non-automated permit applications will be sent by Oxcart to the County for review by the County via email upon submission by the Customer within the Application. Upon the County providing Oxcart information regarding the approval, denial, or approval with conditions of the non-automated permit, Oxcart will provide said information to the Customer via email upon submission.

The following items or situations are exempt from the availability service level commitment:

- Down time resulting from issues with the County's and/or Customer's networks, email servers, email filters, hardware, or software.
- All internet connectivity and infrastructure issues/failures not attributable to Oxcart's facilities or equipment.
- Service or availability issues related to malicious behavior by the County or any of its employees, agents or Customers.
- Attacks by third parties (hacks, viruses, etc.) provided that Oxcart has made commercially reasonable efforts to defend against such attacks.
- Events of force majeure, including acts of war, earthquake, flood, acts of God, etc.

EXHIBIT B

DU PAGE COUNTY DIVISION OF TRANSPORTATION
CONSULTANT STAFF CHANGE NOTIFICATION

The Firm of _____

hereby notifies the COUNTY through the DIVISION OF TRANSPORTATION

that they need to reassign staff for the

_____ SERVICES.

Position: _____

Person: _____

Effective date:_____

Reason for requesting change:

Proposed Replacement: _____
(attach resume)

Transition Plan (provide an outline of the steps that the CONSULTANT will take to assure adequate exchange of information and responsibility, including Principal Engineer oversight and requested involvement by COUNTY staff.

Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: 10/28/2025

Bid/Contract/PO #: _____

Company Name: OXCART PERMIT SYSTEMS, LLC	Company Contact: BRYCE BAKER (OWNER)
Contact Phone: (331)205-8180	Contact Email: BBAKER@OXCARTPERMITS.COM

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. 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 Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. 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.

☒ **NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

2. 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.

☒ **NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

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 disclosure is required, and I agree 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 for the county's ethics and procurement policies and ordinances are available at:
http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature Signature on file

Printed Name BRYCE BAKER

Title OWNER

Date 10/28/2025

Attach additional sheets if necessary. Sign each sheet and number each page. Page _____ of _____ (total number of pages)