DU PAGE COUNTY

Finance Committee

Final Regular Meeting Agenda

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

Tuesday, January 23, 2024 **8:00 AM** **County Board Room**

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT

4. CHAIRWOMAN'S REMARKS - CHAIR CHAPLIN

5. APPROVAL OF MINUTES

5.A. **24-0308**
Finance Committee - Regular Meeting - Tuesday, January 9, 2024

6. BUDGET TRANSFERS

6.A. **24-0412**
Transfer of funds from 1100-4320-50080 (salary & wage adjustments) to 1100-4320-51000 (benefit payments), in the amount of $601, to cover termed employee vacation payout for Fiscal Year 2023. (Recorder's Office)

6.B. **24-0413**
Transfer of funds from 6000-1195-53828 (contingencies) to 6000-1161-54120-4100 (automotive equipment-Coroner), in the amount of $201, to cover the final FY23 invoice for the Coroner vehicles.

6.C. **24-0414**
Transfer of funds from 1100-1215-50080 (salary & wage adjustments) to 1100-1215-51000 (benefit payments), in the amount of $1,000, to realign ARPA FY23 for Benefit Payments due to vacation and time sold at year end.

6.D. **24-0421**
Budget transfers for various departments pertaining to tuition reimbursement, in the amount of $13,689, to move FY23 budget for tuition reimbursement. (Human Resources)

6.E. **24-0422**
Budget transfers for various departments pertaining to flexible benefit earnings, in the amount of $70,039, to cover flexible benefit earnings expenses within the various departments currently budgeted within General Fund Insurance for Fiscal Year 2023.

6.F. **24-0423**

Budget transfers for various departments pertaining to employee medical & hospital insurance, in the amount of $5,188,582, to cover medical & hospital insurance expenses within the various departments currently budgeted within General Fund Insurance for Fiscal Year 2023.

6.G. **24-0424**

Budget transfers for various departments pertaining to employer share Social Security, in the amount of $2,878,995, to cover Social Security expenses within the various departments currently budgeted within General Fund Special Accounts for Fiscal Year 2023.

6.H. **24-0425**

Budget transfers for various departments pertaining to employer share I.M.R.F., in the amount of $5,468,408, to cover I.M.R.F. expenses within the various departments currently budgeted within General Fund Special Accounts for Fiscal Year 2023.

6.I. **24-0427**

Budget transfers for various departments pertaining to benefit payments, in the amount of $3,881,015, to cover benefit payment expenses within the various departments currently budgeted within General Fund Special Accounts for Fiscal Year 2023.

6.J. **24-0428**

Budget transfers for various departments pertaining to salary & wage adjustments, in the amount of $3,494,520, to cover remaining FY23 salary overages within the various departments currently budgeted within General Fund Special Accounts.

6.K. **24-0415**

Budget Transfers 01-23-2024 - Various Companies and Accounting Units

7. PROCUREMENT REQUISITIONS

A. Development - Tornatore

7.A.1. **DC-P-0001-24**

Recommendation for the approval of a contract purchase order to SAFEBuilt Illinois, LLC, for professional services to perform building and plumbing plan reviews, and inspections on an "as-needed" basis, in unincorporated DuPage County, for the period January 29, 2024, through November 30, 2024, for the Building & Zoning Department, for a contract total amount not to exceed $75,000; per RFP# 24-006-BZP.

B. Human Services - Schwarze

7.B.1. **HS-P-0011-24**

Awarding resolution issued to Teen Parent Connection, to provide car seats, booster seats, diapers, formula, wipes, and car seat safety training to low income residents of DuPage County, for the period of January 1, 2024 through December 31, 2024, for a Community Services Block Grant (CSBG) sub-grantee total of $40,000. (Community Services)

7.B.2. **HS-P-0012-24**

Awarding resolution issued to Catholic Charities to provide shelter, case management, and financial assistance to situationally homeless residents and at risk of homelessness residents of DuPage County for the period of January 1, 2024 through December 31, 2024. The Community Services Block Grant (CSBG) sub-grantee agreement also provides financial support for the Back to School Fair, for a contract total of $65,000. (Community Services)

7.B.3. **HS-R-0004-24**

Authorizing execution of the intergovernmental agreement between PACE Suburban Bus and DuPage County Community Services for the Senior Transportation Grant Program - $126,500. (Community Services)

C. Judicial and Public Safety - Evans

7.C.1. **JPS-CO-0001-24**

Amendment to Purchase Order 2846-0001 SERV, issued to Journal Technologies, Inc., for a case management system, for additional users due to an increase in staffing, to increase the contract total in the amount of $38,055.01, a 4.58% increase. (Public Defender's Office)

7.C.2. **JPS-P-0005-24**

Recommendation for the approval of a contract purchase order to Northeast DuPage Youth and Family Services, to provide services to youths who are at risk of domestic violence and trauma, for the period of February 1, 2024 through January 31, 2025, for a contract total amount not to exceed $36,000. Other Professional Service, not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-353(1)(b). (Probation and Court Services)

7.C.3. **JPS-P-0006-24**

Recommendation for the approval of a contract purchase order issued to Alliance Technology Group, LLC, for the purchase of a back-up system for the virtual servers, for the Sheriff's Office, for the period of January 24, 2024 through January 23, 2025, for a contract total not to exceed $98,446.20; per GSA contract GS-35F-303DA. (Sheriff's Office)

7.C.4. **JPS-P-0007-24**

Recommendation for the approval of a contract purchase order to Sentinel Offender Services, LLC, to provide GPS device or electronic monitoring services to juveniles and indigent adult offenders and their victims, for the period February 1, 2024, through January 31, 2026, for a total contract amount not to exceed $612,000; contract pursuant to the Master Agreement #: 22PSX0021– National Association of State Procurement Officers (NASPO) ValuePoint. (Probation and Court Services)

D. Legislative - DeSart

7.D.1. **LEG-P-0001-24**

Recommendation for the approval of a County Contract to McGuireWoods Consulting LLC, to provide Consulting Services as Lobbyists representing DuPage County before the U.S. Congress and the Federal Executive Branch for DuPage County's Division of Transportation, Public Works, Stormwater Management and all other County departments and agencies, for the period of February 1, 2024 through January 31, 2025, for County Board, for a contract total amount not to exceed $96,000. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-353(1)(b).

E. Technology - Yoo

7.E.1. **TE-R-0001-24**

Termination of an Intergovernmental Agreement between the County of DuPage and the Village of Lisle to permit County staff to compile geospatial data from the Village of Lisle, update existing geospatial data, and support the Village of Lisle's current ESRI software applications.

7.E.2. **TE-R-0002-24**

Recommendation for the approval of an amendment to an intergovernmental agreement between the Lisle-Woodridge Fire Protection District and the County of DuPage for shared Geographical Information Systems (GIS) services, to include certain shared service information contained in a proposed scope of work not included under the 2018 IGA.

F. Transportation - Ozog

7.F.1. **24-0337**

DT-P-0197A-22 - Amendment to Resolution DT-P-0197-22, issued to Rush Truck Centers of Illinois, Inc., for the purchase of eight (8) plow trucks with snow and ice equipment for the Division of Transportation, to increase the contract by $29,152, resulting in an amended contract total amount of $2,376,714, an increase of 1.24%.

7.F.2. **DT-P-0004-24**

Recommendation for approval of a contract to VariTech Industries, to furnish and deliver four (4) 12,500-gallon Deicer Storage Tanks, as needed for the Division of Transportation, from January 24, 2024 through November 30, 2024; for a contract not to exceed $92,376.56. Contract pursuant to the Intergovernmental Cooperation Act (Sourcewell contract #031423).

7.F.3. **DT-P-0003-24**

Recommendation for the approval of a contract to Alfred Benesch & Company, for Professional Construction Engineering Services for improvements at the Geneva Road bridge over the West Branch of the DuPage River, Section 18-00206-10-BR, for the period of January 23, 2024 through November 30, 2026, for a contract total not to exceed $863,321. 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.

7.F.4. **DT-R-0006-24**

Local Public Agency Agreement for Federal Participation between the County of DuPage and the Illinois Department of Transportation, for improvements along CH 21/Geneva Road over the West Branch of the DuPage River, Section 18-00206-10-BR, for an estimated County cost of $1,552,107.

7.F.5. **DT-R-0007-24**

Recommendation for approval of an agreement with Libertyville Township, for the purchase of wetland bank credits for the replacement of the bridge carrying Geneva Road over the West Branch of the DuPage River, in the amount of $28,470.

8. FINANCE RESOLUTIONS

8.A. **FI-R-0016-24**

Acceptance and Appropriation of the Illinois Department of Commerce & Economic Opportunity PY24 State Supplemental Funds, Inter-Governmental Agreement No. 24-071006, Company 5000 - Accounting Unit 2840, $65,165. (Human Resources Department)

8.B. **FI-R-0017-24**

Additional appropriation for the Animal Services Fund, Company 1100, Accounting Unit 1300, in the amount of $200,000. (Animal Services)

8.C. **FI-R-0018-24**

Approval of a grant agreement between the County of DuPage and the Child Friendly Courts Foundation, for the Safe Harbor Children's Waiting Room, in the amount of $40,750. (ARPA INTEREST)

8.D. **FI-R-0020-24**

Awarding resolution for trenchless rehabilitation and maintenance of pipeline infrastructure.

8.E. **FI-R-0021-24**
Appointment of IMRF Authorized Agent. (Human Resources)

8.F. **FI-R-0022-24**
Revision to Personnel Budget. (Animal Services)

8.G. **FI-R-0023-24**
Intergovernmental Agreement between TechShare Local Government Corporation, the County of DuPage, and the DuPage County State's Attorney, for professional case management and digital media services, for an estimated County cost of $181,250. (State's Attorney's Office)

9. INFORMATIONAL

A. Payment of Claims

9.A.1. **24-0286**
01-05-2024 Paylist

9.A.2. **24-0323**
01-09-2024 Paylist

9.A.3. **24-0394**
01-12-2024 Paylist

9.A.4. **24-0420**
01-17-2024 Auto Debit Paylist

9.A.5. **24-0426**
01-17-2024 Public Works Refunds Paylist

B. Wire Transfers

9.B.1. **24-0287**
01-05-2024 Corvel Wire Transfer

9.B.2. **24-0334**
01-09-2024 IDOR Wire Transfer

C. Appointments

9.C.1. **CB-R-0014-24**
Appointment of Gina LaMantia - DuPage Airport Authority.

9.C.2. **CB-R-0015-24**
Appointment of Anthony Giunti - DuPage Airport Authority.

9.C.3. **CB-R-0016-24**
Appointment of Eric Swanson - Emergency Telephone System Board (ETSB) - Sheriff's Representative.

9.C.4. **CB-R-0017-24**
Appointment of Public Aid Committee - Member List attached.

D. Grant Proposal Notifications

9.D.1. **24-0379**
GPN 001-24 Community Services Block Grant (CSBG) PY24, Illinois Department of Commerce and Economic Opportunity, US Department of Health & Human Services $1,196,614. (Community Services)

9.D.2. **24-0380**
GPN 003-24 Community Development Block Grant PY24, U.S. Department of Housing and Urban Development $3,663,480. (Community Services)

9.D.3. **24-0381**
GPN 004-24 HOME Investment Partnership Program FY24 U.S. Department of Housing and Urban Development $1,860,190. (Community Services)

9.D.4. **24-0382**
GPN 005-24 Emergency Solutions Grant FY24, U.S. Department of Housing and Urban Development $288,247. (Community Services)

9.D.5. **24-0363**
GPN 006-24 Unified Work Program (UWP) Competitive Grant-DuPage County Bicycle and Pedestrian Plan (Public Engagement and Existing Conditions)–Chicago Metropolitan Agency for Planning–USDOT/FHWA- $148,950 ($100,000 Federal).

10. DISCUSSION

10.A. OpenGov Overview

10.B. **24-0429**
Recruitment Procedures Policy - Proposed Updates

11. OLD BUSINESS

12. NEW BUSINESS

13. ADJOURNMENT

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File #: 24-0308 **Agenda Date:** 1/23/2024 **Agenda #:** 5.A.

DU PAGE COUNTY

Finance Committee

Summary

421 N. COUNTY FARM ROAD
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Tuesday, January 9, 2024 **8:00 AM** **County Board Room**

1. CALL TO ORDER

8:00 AM meeting was called to order by Chair Chaplin at 8:02 AM.

A motion was made by Member Childress and seconded by Member Rutledge to allow for remote participation. Upon a voice vote, the motion passed.

2. ROLL CALL

PRESENT	Chaplin, Childress, Cronin Cahill, DeSart, Eckhoff, Evans, Galassi, Garcia, Gustin, Krajewski, Ozog, Rutledge, Schwarze, Tornatore, Yoo, and Zay
ABSENT	Covert
REMOTE	LaPlante

3. PUBLIC COMMENT

No public comments were offered.

4. CHAIRWOMAN'S REMARKS - CHAIR CHAPLIN

Chair Chaplin wished everyone a Happy New Year.

5. APPROVAL OF MINUTES

5.A. **24-0136**
Finance Committee - Regular Meeting - Tuesday, December 12, 2023

RESULT:	APPROVED
MOVER:	Patty Gustin
SECONDER:	Dawn DeSart
AYES:	Chaplin, Childress, Cronin Cahill, DeSart, Eckhoff, Evans, Galassi, Garcia, Gustin, Krajewski, Ozog, Rutledge, Schwarze, Yoo, and Zay
ABSENT:	Covert, and Tornatore
REMOTE:	LaPlante

A motion was made by Member Chaplin and seconded by Member DeSart to discharge all of the committees who did not hold meetings on January 2nd. Upon a voice vote, the motion passed.

6. BUDGET TRANSFERS

6.A. **24-0261**

Transfer of funds from 1000-1120-50000 (regular salaries) and 1000-1120-52200 (operating supplies & materials) to 1000-1120-50010 (overtime) and 1000-1120-52210 (food & beverages) in the amount of $10,300 to cover cost of staff overtime and water service invoices for FY23. (Human Resources)

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Mary Ozog

6.B. **24-0263**

Transfer of funds from 1100-1212-53828 (contingencies) to 1100-1212-51010 (employer share I.M.R.F.) in the amount of $1,565 to cover remaining employer share I.M.R.F. expenses for FY23. (Finance - Tort Liability)

RESULT:	APPROVED
MOVER:	Brian Krajewski
SECONDER:	Michael Childress

6.C. **24-0274**

Budget transfers for various departments pertaining to the transfer of funds to cover the December 2023 Flexible Benefit Earnings.

RESULT:	APPROVED
MOVER:	Michael Childress
SECONDER:	Sheila Rutledge

7. PROCUREMENT REQUISITIONS

A. Finance - Chaplin

7.A.1. **24-0139**

Decrease and close Purchase Order 4305-0001 SERV, issued to Baker Tilly US LLP, due to the contract has expired.

RESULT:	APPROVED
MOVER:	Brian Krajewski
SECONDER:	Dawn DeSart

7.A.2. **FI-CO-0003-24**

Recommendation for the approval of an amendment to purchase order 6778-0001 SERV, for a contract issued to Amazon Capital Services, for the purchase of office supplies and other miscellaneous items, to increase the contract in the amount of $56,775 to include the Crime Lab and Public Defender accounting units, resulting in an amended contract total amount not to exceed $780,508.

RESULT:	APPROVED
MOVER:	Brian Krajewski
SECONDER:	Patty Gustin

7.A.3. **FI-CO-0004-24**

Recommendation for the approval of an amendment to purchase order 6795-0001 SERV, for a contract issued to ODP Business Solutions, for the purchase of office supplies and other miscellaneous items, to increase the contract in the amount of $5,000 to include the Public Defender accounting units, resulting in an amended contract total amount not to exceed $230,546.

RESULT:	APPROVED
MOVER:	Brian Krajewski
SECONDER:	Cynthia Cronin Cahill

7.A.4. **FI-CO-0005-24**

Recommendation for the approval of an amendment to purchase order 6499-0001 SERV, for a contract issued to Ceridian HCM, Inc., for HR Managed Payroll Services, to increase the contract in the amount of $248,820 to include Dayforce Touch and Tuff Clocks, resulting in an amended contract total amount not to exceed $2,181,155.50.

RESULT:	APPROVED
MOVER:	Brian Krajewski
SECONDER:	Yeena Yoo

B. Development - Tornatore

7.B.1. **24-0173**

Transfer of funds from account no. 1100-2810-50080 (Salary & Wage Adjustments) to account no. 1100-2810-50000 (Regular Salaries) in the amount of $85,000, and from account no. 1100-2810-50080 (Salary & Wage Adjustments) to account no. 1100-2810-51040 (Employee Med & Hosp Insurance) in the amount of $40,000 for a total of $125,000 to cover the final FY23 personnel costs.

RESULT:	APPROVED
MOVER:	Sam Tornatore
SECONDER:	Paula Garcia

C. Human Services - Schwarze

7.C.1. **24-0247**

Recommendation for the approval of a contract purchase order to Illinois Aging Services Network, to negotiate managed care contracts for Medicaid, eldercare advantage & commercial plans, for the DuPage Care Center, for the period January 1, 2024 through December 31, 2024, for a total contract amount not to exceed $18,139.48, per Other Professional Services.

RESULT:	APPROVED
MOVER:	Greg Schwarze
SECONDER:	Dawn DeSart

7.C.2. **HS-P-0006-24**

Recommendation for the approval of a contract purchase order to LeadingAge Illinois, for annual membership dues, for the DuPage Care Center, for the period January 1, 2024 through December 31, 2024, for a total contract amount not to exceed $32,125. Other Professional Service 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:	Greg Schwarze
SECONDER:	Cynthia Cronin Cahill

7.C.3. **HS-P-0007-24**

Awarding resolution issued to 360 Youth Services, to provide case management, housing, job coaching/preparedness, transportation, educational services, and GED coaching to homeless youth in DuPage County, for the period of January 1, 2024 through December 31, 2024, Community Services Block Grant (CSBG) sub-grantee agreement total amount $55,242. (Community Services)

RESULT:	APPROVED
MOVER:	Greg Schwarze
SECONDER:	Patty Gustin

7.C.4. **HS-P-0008-24**

Awarding resolution issued to H.O.M.E. DuPage, Inc., to provide financial counseling and workshops to low income residents in DuPage County, for the period of January 1, 2024 through December 31, 2024, Community Services Block Grant (CSBG) sub-grantee agreement for a total amount of $46,888. (Community Services)

RESULT:	APPROVED
MOVER:	Greg Schwarze
SECONDER:	Yeena Yoo

7.C.5. **HS-P-0009-24**

Awarding resolution issued to The GardenWorks Project, to plan, build, promote, and sustain community gardens in DuPage County, for the period of January 1, 2024 through December 31, 2024, Community Services Block Grant (CSBG) sub-grantee agreement total amount of $70,000. (Community Services)

RESULT:	APPROVED
MOVER:	Greg Schwarze
SECONDER:	Paula Garcia

7.C.6. **HS-P-0010-24**

Awarding resolution issued to Outreach Community Services, Inc., to provide case management, counseling, job skill training and experience, work readiness training, and GED assistance to low income youth residing in DuPage County, for the period of January 1, 2024 through December 31, 2024, for a Community Services Block Grant sub-grantee total of $100,000. (Community Services)

RESULT:	APPROVED
MOVER:	Greg Schwarze
SECONDER:	Paula Garcia

7.C.7. **HS-R-0002-24**

Authorization to extend a Memorandum of Understanding with American Federation of State, County and Municipal Employees (AFSCME), Council 31. (DuPage Care Center)

RESULT:	APPROVED
MOVER:	Greg Schwarze
SECONDER:	Paula Garcia

7.C.8. **HS-R-0003-24**

Amendment of the Contract between the County and the American Federation of State, County and Municipal Employees, Council 31, the DuPage Care Center Bargaining Unit Employees, covering the time period of ratification date through November 30, 2026. (DuPage Care Center)

RESULT:	APPROVED
MOVER:	Greg Schwarze
SECONDER:	Michael Childress

D. Judicial and Public Safety - Evans

7.D.1. **24-0184**

Transfer of funds from account no. 1400-5920-50080 (salary and wage adjustments) to account nos. 1400-5920-50000 (regular salaries) and 1400-5920-50040 (part-time help) in the amount of $1,082 necessary for an unexpected shortage in both accounts for FY23. (Family Center)

RESULT:	APPROVED
MOVER:	Lucy Evans
SECONDER:	Kari Galassi

7.D.2. **24-0185**

Transfer of funds from account no. 1400-5960-50080 (salary and wage adjustments) to account nos. 1400-5960-50000 (regular salaries) and 1400-5960-51050 (flexible benefit earnings) in the amount of $7,500 necessary to cover anticipated salary increases. (Law Library)

RESULT:	APPROVED
MOVER:	Lucy Evans
SECONDER:	Cynthia Cronin Cahill

7.D.3. **24-0186**

Transfer of funds from account no. 1000-41000-50040 (part-time help) to account nos. 1000-4100-50050 (temporary salaries) and 1000-4100-50010 (overtime) in the amount of $12,774 necessary to cover the expenses of temporary salaries and overtime for union bargaining members. (Coroner's Office)

RESULT:	APPROVED
MOVER:	Lucy Evans
SECONDER:	Michael Childress

7.D.4. **24-0142**

Recommendation to enter into a professional services agreement with Clausen Miller, PC, to provide professional consultation services related to collective bargaining of modifications to the Agreement between the Chief Judge of the Circuit Court and AFSCME, for the period of January 10, 2024 through January 9, 2025, for the 18th Judicial Circuit Court, for a contract total amount not to exceed $20,000. 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). (18th Judicial Circuit Court)

RESULT:	APPROVED
MOVER:	Lucy Evans
SECONDER:	Patty Gustin

7.D.5. **JPS-P-0004-24**

Recommendation for the approval of a contract purchase order to Logicalis, Inc., to provide Microsoft 365 Hosting and Managed Services, for the period February 1, 2024 through January 31, 2029, for a total contract amount of $455,466.60; per RFP 23-101-CCC. (Clerk of the Circuit Court)

RESULT:	APPROVED
MOVER:	Lucy Evans
SECONDER:	Yeena Yoo

E. Public Works - Garcia

7.E.1. **24-0158**

Facilities Management – Grounds - $2,900 budget transfer to cover overtime. Funds will move from account 1000-1102-54130 (Construction & Other Motor Equipment) in the amount of $450, from account 1000-1102-52320 (Medical/Dental/Lab Supplies) in the amount of $300 and from account 1000-1102-52200 (Operating Supplies & Materials) in the amount of $2,150 to account 1000-1102-50010 (Overtime) for a total of $2,900.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Michael Childress

7.E.2. **24-0161**

Facilities Management – Grounds - $86,215 budget transfer needed to cover the unforeseen cost of fuel and vehicle repairs for the years 2020 – 2022. Grounds moved from Division of Transportation to Facilities Management in 2020, and Grounds was not invoiced for fuel and vehicle repairs during that time. Funds will move from Facilities Management 1000-1100-54110 (Equipment & Machinery) in the amount of $78,230 and 1000-1100-50010 (Overtime) in the amount of $7,985 to Grounds 1000-1102-52260 (Fuel & Lubricants) and 1000-1102-53380 (Repair & Maintenance Auto Equipment) for a total of $86,215.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Michael Childress

7.E.3. **FM-P-0004-24**

Recommendation for the approval of a contract to Donohue & Associates, Inc., to provide Professional Electrical Engineering Design Services, for the replacement of the 505 building sectionalizer and main switchboard, replace the generator in the 424 building and to replace the east outdoor medium voltage switchgear and generator at the 400 building, and on-call electrical engineering services for Facilities Management, for the period of January 9, 2024 through November 30, 2026, for a total contract amount not to exceed $360,850. 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/ .01 et seq.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Yeena Yoo

7.E.4. **FM-P-0005-24**

Recommendation for the approval of a contract to CDM Smith, Inc., to provide Professional Electrical and Engineering Design Services, for the JTK electrical upgrades, Jail "B" electrical upgrades, campus electric vehicle load evaluation, and on-call electrical engineering services, for Facilities Management, for the period January 9, 2024 through November 30, 2026, for a total contract amount not to exceed $586,024. 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/.01 et seq.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Sheila Rutledge

7.E.5. **PW-R-0001-24**

Resolution Authorizing the DuPage County Superintendent of Public Works to Sign Illinois Environmental Protection Agency Loan Documents.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Michael Childress

F. Stormwater - Zay

7.F.1. **24-0226**

Approval of funds- $500.00 from Salary and Wage Adjustments (50080) to Employee Med and Hosp insurance (51040) to cover the final personnel cost of FY23.

RESULT:	APPROVED
MOVER:	Jim Zay
SECONDER:	Michael Childress

G. Technology - Yoo

7.G.1. **24-0265**

Budget adjustment total amount of $222,535 from 6000-1225-54100 (Capital Infrastructure - IT Equipment) for the following: $191,140 to 6000-1225-53020 (Capital Infrastructure - Information Technology Svc) and $31,395 to 6000-1225-53806 (Capital Infrastructure - Software Licenses) to cover final FY2023 Tyler invoices.

RESULT:	APPROVED
MOVER:	Yeena Yoo
SECONDER:	Paula Garcia

7.G.2. **24-0267**

Budget adjustment total amount of $150 from 1100-2900-53828 (Contingencies) for the following: $70 to 1100-2900-51050 (Flexible Benefit Earnings) and $80 to 1100-2900-53600 (Dues & Memberships) to cover remaining flexible benefit earnings for calendar year 2023, fiscal year 2024, and to cover ILGISA memberships for GIS staff, which increased in FY2024.

RESULT:	APPROVED
MOVER:	Yeena Yoo
SECONDER:	Paula Garcia

7.G.3. **TE-P-0002-24**

Recommendation for the approval of a contract to SHI International Corp, Inc., for the annual licensing of the Zendesk customer service solution and annual subscription for Information Technology, GIS, and DuPage County Health Department, for the period of December 31, 2023 through December 30, 2026, for a total contract amount of $569,732.27; per Cooperative Purchasing Agreement Pricing, in compliance with 30 ILCS 525/2 "Governmental Joint Purchasing Act" - National Joint Powers Alliance / Sourcewell Contract #081419-SHI.

RESULT:	APPROVED
MOVER:	Yeena Yoo
SECONDER:	Michael Childress

H. Transportation - Ozog

7.H.1. **24-0159**

Budget Transfer of $1,350,000 from Transportation Infrastructure 1500-3550-54050 to Repair and Maintenance of Roads 1500-3550-53320, as the FY2022 south resurfacing contract was not completed in FY 2022 and was continued to FY2023. This carryover was not anticipated at the time of the FY2023 budget development. Additional funds are required to cover the work carried over into FY2023 and a corresponding decrease will occur for FY2022. (Expense neutral)

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Paula Garcia

7.H.2. **24-0135**

DT-R-0178A-21 Amendment to Resolution DT-R-0178-21 Intergovernmental Agreement between to County of DuPage and the Village of Lisle for improvements along CH 3/Warrenville Road and the replacement of the bridge over the east branch of the DuPage River; to incorporate additional work requested by the Village and to secure property interests from the Village. (County cost $414,238).

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Patty Gustin

7.H.3. **DT-P-0002-24**

Recommendation for the approval of a contract purchase order to Parsons Transportation Group, Inc., for Central Signal System Network Support Services, for the Division of Transportation, Section 22-DCCSS-07-TL, for a contract total not to exceed $200,000. 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.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Paula Garcia

7.H.4. **DT-R-0002-24**

Condemnation Authorization for ROW Acquisition along CH 9/Lemont Road, 83rd Street to 87th Street, Section 16-00232-00-CH.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Paula Garcia

7.H.5. **DT-R-0003-24**

Intergovernmental Agreement between the County of DuPage and the State of Illinois Department of Transportation (IDOT) State Planning and Research Grant Award for the DuPage County Trails Count Program. (County to be reimbursed $72,000)

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Patty Gustin

8. FINANCE RESOLUTIONS

A motion was made by Member Krajewski and seconded by Member Zay to combine items 8.A., 8.B., and 8.C. under Finance Resolutions. Upon a voice vote, the motion passed.

8.A. **FI-R-0011-24**

Acceptance and appropriation of additional funding for the Aging Case Coordination Unit Fund PY24, in the amount of $83,205, Company 5000, Accounting Units 1660 ($35,205) and 1720 ($48,000). (Community Services)

RESULT:	APPROVED
MOVER:	Brian Krajewski
SECONDER:	Yeena Yoo

8.B. **FI-R-0013-24**

Acceptance and appropriation of the ILDCEO Community Services Block Grant PY24 Inter-Governmental Agreement No 24-231028, Company 5000, Accounting Unit 1650, $1,196,614. (Community Services)

RESULT:	APPROVED
MOVER:	Brian Krajewski
SECONDER:	Yeena Yoo

8.C. **FI-R-0014-24**

Additional appropriation for the 2017 DuComm Bonds Debt Service Fund, Company 7000, Accounting Unit 7020, $100.

RESULT:	APPROVED
MOVER:	Brian Krajewski
SECONDER:	Yeena Yoo

8.D. **FI-R-0015-24**

Acceptance of an extension of time for the Illinois State Opioid Response Criminal Justice Medication Assisted Treatment Integration Grant, Company 5000, Accounting Unit 4496. (Sheriff's Office)

RESULT:	APPROVED
MOVER:	Brian Krajewski
SECONDER:	Cynthia Cronin Cahill

9. INFORMATIONAL

A motion was made by Member Krajewski and seconded by Member Garcia to receive and place on file: Payment of Claims, Wire Transfers, Appointments, and Grant Proposal Notifications. Upon a voice vote, the motion passed.

A. Payment of Claims

9.A.1. **24-0129**
12-07-23 Auto Debit Paylist

9.A.2. **24-0132**
12-08-2023 Paylist

9.A.3. **24-0137**
12-12-2023 Paylist

9.A.4. **24-0151**
12-15-2023 Paylist

9.A.5. **24-0165**
12-19-2023 Paylist

9.A.6. **24-0166**
12-19-2023 Auto Debit Paylist

9.A.7. **24-0174**
12-22-2023 Paylist

9.A.8. **24-0204**
12-28-2023 Auto Debit Paylist

9.A.9. **24-0208**
12-29-2023 Paylist

B. Wire Transfers

9.B.1. **24-0128**
12-07-2023 Corvel Wire Transfer

9.B.2. **24-0134**
12-12-2023 IDOR Wire Transfer

9.B.3. **24-0172**
12-26-2023 2000, 7000, 7100, 8700 Wire Transfers

C. Appointments

9.C.1. **CB-R-0010-24**
Appointment of Kathryn Mueller - Public Member to the Board of Health.

9.C.2. **CB-R-0012-24**
Appointment of Robert Toerpe as a Member (Public) of the Emergency Telephone System Board for 911.

9.C.3. **CB-R-0013-24**
Appointment of Sherrin Ingram to the DuPage Housing Authority.

D. Grant Proposal Notifications

9.D.1. **24-0228**
GPN 002-24: Illinois Court Technology Modernization Program - Administrative Office of the Illinois Courts - State of Illinois, Judicial Branch - $400,000. (18th Judicial Circuit Court)

RESULT:	APPROVED THE CONSENT AGENDA
MOVER:	Brian Krajewski
SECONDER:	Paula Garcia
AYES:	Chaplin, Childress, Cronin Cahill, DeSart, Eckhoff, Evans, Galassi, Garcia, Gustin, Krajewski, Ozog, Rutledge, Schwarze, Tornatore, Yoo, and Zay
ABSENT:	Covert
REMOTE:	LaPlante

10. OLD BUSINESS

Committee members noted that they would like to discuss placing names at the next Finance Committee meeting. A request was also made that Finance Department staff provide a brief overview of the OpenGov software at the next Finance Committee meeting. Individual appointments are also encouraged.

11. NEW BUSINESS

No new business was discussed.

12. ADJOURNMENT

A motion was made by Member Yoo and seconded by Member Garcia to adjourn at 8:40 AM. Upon a voice vote, the motion passed.

Budget Transfer

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

File #: 24-0412 **Agenda Date:** 1/23/2024 **Agenda #:** 6.A.

FY23

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October 12, 2023

From: 1100 (Company #) — RECORDER G.I.S. (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
4320	50080		SALARY & WAGE ADJUSTMENTS	$ 601.00	9,415.00	8,814.00	1/12/24
			Total	$ 601.00			

To: 1100 (Company #) — RECORDER G.I.S. (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
4320	51000		BENEFIT PAYMENTS	$ 601.00	(600.92)	0.08	1/12/24
			Total	$ 601.00			

Reason for Request:

To cover termed employee vacation payout.

[redacted]
Department Head — 1-12-24 Date

Activity _____ (optional)

Chief Financial Officer — 1/17/24 Date

****Please sign in blue ink on the original form****

Finance Department Use Only

Fiscal Year 23 Budget Journal # _____ Acctg Period _____

Entered By/Date _____ Released & Posted By/Date _____

FIN - 1/23/24

CB - 1/23/24

Budget Transfer

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

File #: 24-0413 **Agenda Date:** 1/23/2024 **Agenda #:** 6.B.

FY23

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October 12, 2023

From: 6000 (Company #)

INFRASTRUCTURE CONTINGENCY
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
1195	53828		**CONTINGENCIES**	$ 201.00	376,957.00	376,756.00	1/17/24
			Total	$ 201.00			

To: 6000 (Company #)

VEHICLE RPLACMENT-GENERAL FUND
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
1161	54120	4100	**AUTOMOTIVE EQUIPMENT-CORONER**	$ 201.00	5,485.00	5,686.00	1/17/24
			Total	$ 201.00			

Reason for Request:

Budget transfer needed to cover the final invoice for the Coroner Cars. Including lighting and center console installation done through the dealer for Fiscal Year 2023.

Department Head _____ Date 1/18/24

Activity _____ (optional)

Chief Financial Officer _____ Date

******Please sign in blue ink on the original form******

Finance Department Use Only

Fiscal Year 23 **Budget Journal #** _____ **Acctg Period** _____

Entered By/Date _____ **Released & Posted By/Date** _____

FIN - 1/23/24

CB - 1/23/24

Budget Transfer

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

File #: 24-0414 **Agenda Date:** 1/23/2024 **Agenda #:** 6.C.

FY23

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October, 2022

From: 1100 (Company #)

General Government / ARP Fund
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
1215	50080	0000	**SALARY & WAGE ADJUSTMENTS**	$ 1,000.00	33,103.00	32,103.00	1/18/24
			Total	$ 1,000.00			

To: 1100 (Company #)

ARP FUND
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
1215	51000	0000	**BENEFIT PAYMENTS**	$ 1,000.00	(940.25)	59.75	1/18/24
			Total	$ 1,000.00			

Reason for Request:

Budget transfer to realign ARPA FY23 for Benefit Payments due to vacation time sold at year end.

[redacted] 01/17/2024
Department Head Date

Activity _____ (optional)

Chief Financial Officer 1/18/24
Date

******Please sign in blue ink on the original form******

Finance Department Use Only

Fiscal Year 23 **Budget Journal #** _____ **Acctg Period** _____

Entered By/Date_____ **Released & Posted By/Date**_____

FIN - 1/23/24
CB - 1/23/24

Budget Transfer

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

File #: 24-0421 **Agenda Date:** 1/23/2024 **Agenda #:** 6.D.

FY23

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October 12, 2023

From: 1000 (Company #)

HUMAN RESOURCES
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
1120	51070		**TUITION REIMBURSEMENT**	$ 13,689.00	34,614.00	20,925.00	1/16/24
			Total	$ 13,689.00			

To: 1000 (Company #)

GENERAL FINANCE
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
1150	51070		**TUITION REIMBURSEMENT**	$ 1,785.00	(1,785.00)	0	1/16/24
1750	51070		**TUITION REIMBURSEMENT**	$ 1,859.00	(1,859.00)	0	1/16/24
4405	51070		**TUITION REIMBURSEMENT**	$ 2,500.00	(2,500.00)	0	1/16/24
4410	51070		**TUITION REIMBURSEMENT**	$ 4,300.00	(4,300.00)	0	1/16/24
5700	51070		**TUITION REIMBURSEMENT**	$ 1,785.00	(1,784.64)	0.36	1/16/24
5910	51070		**TUITION REIMBURSEMENT**	$ 1,460.00	(1,460.00)	0	1/16/24
			Total	$ 13,689.00			

Reason for Request:

Transfer needed to move FY23 budget for Tuition Reimbursement.

Department Head _____ Date _____

Chief Financial Officer _____ Date 1/17/24

Activity _____ (optional)

******Please sign in blue ink on the original form******

Finance Department Use Only

Fiscal Year 23 **Budget Journal #** _____ **Acctg Period** _____

Entered By/Date _____ **Released & Posted By/Date** _____

FIN - 1/23/24
CB - 1/23/24

DuPage County, Illinois
Year-End FY2023 Tuition Reimbursement Transfer

Company	Accounting Unit	Account Number	Amount To/(From)	Prior to Transfer	After Transfer
1000	1120	51070	(13,689.00)	34,614.00	20,925.00
			(13,689.00)		
1000	1150	51070	1,785.00	0.00	1,785.00
1000	1750	51070	1,859.00	2,500.00	4,359.00
1000	4405	51070	2,500.00	0.00	2,500.00
1000	4410	51070	4,300.00	3,000.00	7,300.00
1000	5700	51070	1,785.00	0.00	1,785.00
1000	5910	51070	1,460.00	0.00	1,460.00
			13,689.00		

Budget Transfer

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

File #: 24-0422 **Agenda Date:** 1/23/2024 **Agenda #:** 6.E.

FY23

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October 12, 2023

From: 1000 (Company #)

GENERAL FUND INSURANCE
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
1200	51050		**FLEXIBLE BENEFIT EARNINGS**	$ 70,039.00	83,460.00	13,421.00	1/16/24
			Total	$ 70,039.00			

To: 1000 (Company #)

Various Departments
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
			Please see Attached	$ 70,039.00			
			Total	$ 70,039.00			

Reason for Request:

Transfer needed to cover flexible benefit earnings expenses within the various departments currently budgeted within General Fund Insurance.

Department Head _____ Date 1/17/24

Chief Financial Officer _____ Date

Activity _____ (optional)

****Please sign in blue ink on the original form****

Finance Department Use Only

Fiscal Year 23 **Budget Journal #** _____ **Acctg Period** _____

Entered By/Date _____ **Released & Posted By/Date** _____

FIN - 1/23/24
CB - 1/23/24

DuPage County, Illinois
Year-End FY2023 Flex Benefit Transfer

Company	Accounting Unit	Account Number	Amount To/(From)	Prior to Transfer	After Transfer
1000	1200	51050	(70,039.00)	83,460.00	13,421.00
			(70,039.00)		
1000	1001	51050	2,600.00	-2,600.00	0.00
1000	1100	51050	3,290.00	-3,289.83	0.17
1000	1102	51050	360.00	-359.50	0.50
1000	1110	51050	2,679.00	-2,679.00	0.00
1000	1115	51050	325.00	-325.00	0.00
1000	1120	51050	600.00	-600.00	0.00
1000	1130	51050	325.00	-325.00	0.00
1000	1150	51050	900.00	-900.00	0.00
1000	1640	51050	200.00	-200.00	0.00
1000	1750	51050	367.00	-367.00	0.00
1000	1800	51050	600.00	-600.00	0.00
1000	1810	51050	325.00	-325.00	0.00
1000	1900	51050	275.00	-275.00	0.00
1000	4000	51050	450.00	-450.00	0.00
1000	4100	51050	1,250.00	-1,250.00	0.00
1000	4200	51050	1,311.00	-1,310.50	0.50
1000	4220	51050	1,825.00	-1,825.00	0.00
1000	4300	51050	700.00	-700.00	0.00
1000	4400	51050	1,100.00	-1,100.00	0.00
1000	4403	51050	1,800.00	-1,800.00	0.00
1000	4405	51050	2,050.00	-2,050.00	0.00
1000	4410	51050	8,425.00	-8,425.00	0.00
1000	4415	51050	4,775.00	-4,775.00	0.00
1000	5000	51050	2,157.00	-2,157.00	0.00
1000	5700	51050	1,875.00	-1,875.00	0.00
1000	5900	51050	1,400.00	-1,400.00	0.00
1000	5910	51050	625.00	-625.00	0.00
1000	6100	51050	11,700.00	-11,700.00	0.00
1000	6110	51050	25.00	-25.00	0.00
1000	6300	51050	2,550.00	-2,550.00	0.00
1000	6500	51050	6,725.00	-6,725.00	0.00
1000	6510	51050	1,325.00	-1,325.00	0.00
1000	6700	51050	5,125.00	-5,125.00	0.00
			70,039.00		

Budget Transfer

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

File #: 24-0423 **Agenda Date:** 1/23/2024 **Agenda #:** 6.F.

FY23

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October 12, 2023

From: 1000 (Company #)

GENERAL FUND INSURANCE
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
1200	51040		EMPLOYEE MED & HOSP INSURANCE	$ 5,188,582.00	6,028,602.00	840,020.00	1/16/24
			Total	$ 5,188,582.00			

To: 1000 (Company #)

Various Departments
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
			Please see Attached	$ 5,188,582.00			
			Total	$ 5,188,582.00			

Reason for Request:

Transfer needed to cover medical and hospital insurance expenses within the various departments currently budgeted within General Fund Insurance.

Department Head — Date

CM — 1/17/24

Chief Financial Officer — Date

Activity _____ (optional)

****Please sign in blue ink on the original form****

Finance Department Use Only

Fiscal Year 23 **Budget Journal #** _____ **Acctg Period** _____

Entered By/Date_____ **Released & Posted By/Date**_____

FIN - 1/23/24
CB - 1/23/24

DuPage County, Illinois
Year-End FY2023 Med & Hosp Insurance Transfer

Company	Accounting Unit	Account Number	Amount To/(From)	Prior to Transfer	After Transfer
1000	1200	51040	(5,188,582.00)	6,028,602.00	840,020.00
			(5,188,582.00)		
1000	1001	51040	82,943.00	-82,942.22	0.78
1000	1100	51040	267,095.00	-267,094.15	0.85
1000	1102	51040	27,678.00	-27,677.66	0.34
1000	1110	51040	167,085.00	-167,084.79	0.21
1000	1115	51040	32,037.00	-32,036.11	0.89
1000	1120	51040	55,163.00	-55,162.78	0.22
1000	1130	51040	9,368.00	-9,367.42	0.58
1000	1140	51040	12,642.00	-12,641.70	0.30
1000	1150	51040	86,138.00	-86,137.18	0.82
1000	1640	51040	12,526.00	-12,525.89	0.11
1000	1750	51040	59,219.00	-59,218.17	0.83
1000	1800	51040	56,885.00	-56,884.35	0.65
1000	1810	51040	23,518.00	-23,517.25	0.75
1000	1900	51040	33,172.00	-33,171.99	0.01
1000	4000	51040	46,243.00	-46,242.14	0.86
1000	4100	51040	66,547.00	-66,546.44	0.56
1000	4200	51040	60,367.00	-60,366.57	0.43
1000	4220	51040	97,965.00	-97,964.75	0.25
1000	4300	51040	40,950.00	-40,949.09	0.91
1000	4400	51040	180,626.00	-180,625.63	0.37
1000	4403	51040	31,395.00	-31,394.68	0.32
1000	4405	51040	262,726.00	-262,725.81	0.19
1000	4410	51040	902,735.00	-902,734.04	0.96
1000	4415	51040	399,750.00	-399,749.98	0.02
1000	5000	51040	82,299.00	-82,298.54	0.46
1000	5700	51040	18,791.00	-18,790.75	0.25
1000	5900	51040	116,630.00	-116,629.79	0.21
1000	5910	51040	5,428.00	-5,427.33	0.67
1000	6100	51040	425,029.00	-425,028.26	0.74
1000	6110	51040	50,807.00	-50,806.58	0.42
1000	6300	51040	208,864.00	-208,863.53	0.47
1000	6500	51040	652,317.00	-652,316.64	0.36
1000	6510	51040	126,408.00	-126,407.96	0.04
1000	6700	51040	487,236.00	-487,235.37	0.63
			5,188,582.00		

Budget Transfer

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

File #: 24-0424 **Agenda Date:** 1/23/2024 **Agenda #:** 6.G.

FY23

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October 12, 2023

From: 1000 (Company #)

GENERAL FUND SPECIAL ACCOUNTS
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
1180	51030		**EMPLOYER SHARE SOCIAL SECURITY**	$ 2,878,995.00	3,516,313.00	637,318.00	1/16/24
			Total	$ 2,878,995.00			

To: 1000 (Company #)

Various Departments
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
			Please see Attached	$ 2,878,995.00			
			Total	$ 2,878,995.00			

Reason for Request:

Transfer needed to cover Social Security expenses within the various departments currently budgeted within General Fund special accounts.

Department Head _____ Date _____

Chief Financial Officer _____ Date 1/17/24

Activity _____ (optional)

****Please sign in blue ink on the original form****

Finance Department Use Only

Fiscal Year 23 **Budget Journal #** _____ **Acctg Period** _____

Entered By/Date _____ **Released & Posted By/Date** _____

FIN - 1/23/24
CB - 1/23/24

DuPage County, Illinois
Year-End FY2023 Social Security Transfer

Company	Accounting Unit	Account Number	Amount To/(From)	Prior to Transfer	After Transfer
1000	1180	51030	(2,878,995.00)	3,516,313.00	637,318.00
			(2,878,995.00)		
1000	1001	51030	46,817.00	-46,816.75	0.25
1000	1090	51030	13.00	-12.73	0.27
1000	1100	51030	133,039.00	-133,038.40	0.60
1000	1102	51030	8,624.00	-8,623.74	0.26
1000	1110	51030	99,093.00	-99,092.34	0.66
1000	1115	51030	11,841.00	-11,840.57	0.43
1000	1120	51030	36,957.00	-36,956.87	0.13
1000	1130	51030	7,464.00	-7,463.15	0.85
1000	1140	51030	5,391.00	-5,390.89	0.11
1000	1150	51030	42,907.00	-42,906.21	0.79
1000	1640	51030	10,251.00	-10,250.21	0.79
1000	1750	51030	21,068.00	-21,067.55	0.45
1000	1800	51030	22,072.00	-22,071.84	0.16
1000	1810	51030	2,430.00	-2,429.40	0.60
1000	1900	51030	19,120.00	-19,119.53	0.47
1000	4000	51030	12,595.00	-12,594.44	0.56
1000	4100	51030	27,925.00	-27,924.99	0.01
1000	4200	51030	36,118.00	-36,117.84	0.16
1000	4220	51030	30,296.00	-30,295.59	0.41
1000	4300	51030	25,348.00	-25,347.99	0.01
1000	4400	51030	92,027.00	-92,026.61	0.39
1000	4403	51030	32,009.00	-32,008.49	0.51
1000	4405	51030	174,440.00	-174,439.44	0.56
1000	4410	51030	629,136.00	-629,135.06	0.94
1000	4415	51030	294,387.00	-294,386.18	0.82
1000	4420	51030	693.00	-692.98	0.02
1000	5000	51030	43,075.00	-43,074.30	0.70
1000	5700	51030	19,442.00	-19,441.54	0.46
1000	5900	51030	48,292.00	-48,291.95	0.05
1000	5910	51030	6,192.00	-6,191.78	0.22
1000	6100	51030	247,447.00	-247,446.21	0.79
1000	6110	51030	14,759.00	-14,758.94	0.06
1000	6300	51030	141,769.00	-141,768.88	0.12
1000	6500	51030	328,995.00	-328,994.90	0.10
1000	6510	51030	28,982.00	-28,981.68	0.32
1000	6700	51030	177,981.00	-177,980.15	0.85
			2,878,995.00		
				-2,878,980.12	14.88

Budget Transfer

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

File #: 24-0425 **Agenda Date:** 1/23/2024 **Agenda #:** 6.H.

FY23

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October 12, 2023

From: 1000 (Company #)

GENERAL FUND SPECIAL ACCOUNTS
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
1180	51010		**EMPLOYER SHARE I.M.R.F.**	$ 5,468,408.00	6,571,418.00	1,103,010.00	1/16/24
			Total	$ 5,468,408.00			

To: Various Departments (Company #)

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
			Please see attached	$ 5,468,408.00			
			Total	$ 5,468,408.00			

Reason for Request:

Transfer needed to cover IMRF expenses within the various departments currently budgeted within General Fund special accounts.

Department Head _____ Date _____

Chief Financial Officer _____ Date 1/17/24

Activity _____ (optional)

******Please sign in blue ink on the original form******

Finance Department Use Only

Fiscal Year 23 **Budget Journal #** _____ **Acctg Period** _____

Entered By/Date _____ **Released & Posted By/Date** _____

FIN - 1/23/24
CB - 1/23/24

DuPage County, Illinois
Year-End FY2023 IMRF Transfer

Company	Accounting Unit	Account Number	Amount To/(From)	Prior to Transfer	After Transfer
1000	1180	51010	(5,468,408.00)	6,571,418.00	1,103,010.00
			(5,468,408.00)		
1000	1001	51010	16,864.00	-16,863.23	0.77
1000	1100	51010	129,085.00	-129,084.45	0.55
1000	1102	51010	8,114.00	-8,113.36	0.64
1000	1110	51010	100,122.00	-100,121.47	0.53
1000	1115	51010	12,382.00	-12,381.14	0.86
1000	1120	51010	34,619.00	-34,618.93	0.07
1000	1130	51010	7,379.00	-7,378.83	0.17
1000	1140	51010	5,331.00	-5,330.25	0.75
1000	1150	51010	58,529.00	-58,528.95	0.05
1000	1640	51010	10,121.00	-10,120.73	0.27
1000	1750	51010	20,485.00	-20,484.17	0.83
1000	1800	51010	20,488.00	-20,487.77	0.23
1000	1810	51010	3,095.00	-3,094.97	0.03
1000	1900	51010	18,890.00	-18,889.81	0.19
1000	4000	51010	16,517.00	-16,516.70	0.30
1000	4100	51010	29,515.00	-29,514.86	0.14
1000	4200	51010	33,662.00	-33,661.21	0.79
1000	4220	51010	42,300.00	-42,299.24	0.76
1000	4300	51010	28,078.00	-28,077.25	0.75
1000	4400	51010	202,597.00	-202,596.79	0.21
1000	4403	51010	32,897.00	-32,896.26	0.74
1000	4405	51010	595,732.00	-595,731.42	0.58
1000	4410	51010	1,904,286.00	-1,904,285.43	0.57
1000	4415	51010	1,113,563.00	-1,113,562.95	0.05
1000	5000	51010	37,559.00	-37,558.75	0.25
1000	5700	51010	18,144.00	-18,143.01	0.99
1000	5900	51010	47,554.00	-47,553.81	0.19
1000	5910	51010	5,762.00	-5,761.28	0.72
1000	6100	51010	241,422.00	-241,421.16	0.84
1000	6110	51010	14,911.00	-14,910.61	0.39
1000	6300	51010	137,406.00	-137,405.71	0.29
1000	6500	51010	322,879.00	-322,878.26	0.74
1000	6510	51010	30,734.00	-30,733.94	0.06
1000	6700	51010	167,386.00	-167,385.06	0.94
			5,468,408.00		
					16.24

Budget Transfer

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

File #: 24-0427 **Agenda Date:** 1/23/2024 **Agenda #:** 6.I.

FY23

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October 12, 2023

From: 1000 (Company #)

GENERAL FUND SPECIAL ACCOUNTS
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
1180	51000		**BENEFIT PAYMENTS**	$ 3,881,015.00	3,912,793.00	31,778.00	1/16/24
			Total	$ 3,881,015.00			

To: (Company #)

Various Departments
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
			Please see attached	$ 3,881,015.00			
			Total	$ 3,881,015.00			

Reason for Request:

Transfer needed to cover Benefit payment expenses within the various departments currently budgeted within General Fund special accounts.

Department Head — Date

Chief Financial Officer — Date 1/17/24

Activity _____ (optional)

****Please sign in blue ink on the original form****

Finance Department Use Only

Fiscal Year 23 **Budget Journal #** _____ **Acctg Period** _____

Entered By/Date _____ **Released & Posted By/Date** _____

FIN - 1/23/24
CB - 1/23/24

DuPage County, Illinois
Year-End FY2023 Benefit Payment Transfer

Company	Accounting Unit	Account Number	Amount To/(From)	Prior to Transfer	After Transfer
1000	1180	51000	(3,881,015.00)	3,912,793.00	31,778.00
			(3,881,015.00)		
1000	1001	51000	6,860.00	-6,859.47	0.53
1000	1100	51000	48,902.00	-48,901.80	0.20
1000	1110	51000	111,414.00	-111,413.66	0.34
1000	1120	51000	50,713.00	-50,712.61	0.39
1000	1130	51000	1,128.00	-1,127.44	0.56
1000	1150	51000	66,159.00	-66,158.65	0.35
1000	1640	51000	1,578.00	-1,577.47	0.53
1000	1750	51000	13,446.00	-13,445.90	0.10
1000	1800	51000	54,345.00	-54,344.51	0.49
1000	1900	51000	3,109.00	-3,108.57	0.43
1000	4000	51000	6,239.00	-6,238.24	0.76
1000	4100	51000	44,882.00	-44,881.01	0.99
1000	4200	51000	64,739.00	-64,738.16	0.84
1000	4220	51000	9,226.00	-9,225.22	0.78
1000	4300	51000	106,873.00	-106,872.59	0.41
1000	4400	51000	165,889.00	-165,888.07	0.93
1000	4405	51000	582,462.00	-582,461.65	0.35
1000	4410	51000	493,081.00	-493,080.61	0.39
1000	4415	51000	1,127,770.00	-1,127,769.18	0.82
1000	5000	51000	14,305.00	-14,304.39	0.61
1000	5700	51000	272.00	-271.42	0.58
1000	5900	51000	45,395.00	-45,394.19	0.81
1000	5910	51000	1,176.00	-1,175.51	0.49
1000	6100	51000	337,252.00	-337,251.23	0.77
1000	6110	51000	1,597.00	-1,596.29	0.71
1000	6300	51000	26,668.00	-26,667.95	0.05
1000	6500	51000	200,631.00	-200,630.34	0.66
1000	6510	51000	5,103.00	-5,102.79	0.21
1000	6700	51000	289,801.00	-289,800.03	0.97
			3,881,015.00	**(3,880,998.95)**	16.05

Budget Transfer

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

File #: 24-0428 **Agenda Date:** 1/23/2024 **Agenda #:** 6.J.

FY23

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October 12, 2023

From: 1000 (Company #)

GENERAL FUND SPECIAL ACCOUNTS
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
1180	50080		SALARY & WAGE ADJUSTMENTS	$ 3,494,520.00	6,500,000.00	3,005,480.00	1/16/24
			Total	$ 3,494,520.00			

To: 1000 (Company #)

Various Departments
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
			Please See Attached	$ 3,494,520.00			
			Total	$ 3,494,520.00			

Reason for Request:

Transfer needed to cover remaining FY23 salary overages within the various departments currently budgeted within General Fund special accounts.

Department Head [signature] Date 1/17/24

Activity _____ (optional)

Chief Financial Officer _____ Date _____

****Please sign in blue ink on the original form****

Finance Department Use Only

Fiscal Year 23 **Budget Journal #** _____ **Acctg Period** _____

Entered By/Date _____ **Released & Posted By/Date** _____

FIN - 1/23/24
CB - 1/23/24

DuPage County, Illinois
Year-End FY2023 COLA Transfer

Company	Accounting Unit	Account Number	Amount To/(From)	Prior to Transfer	After Transfer
1000	1180	50080	(3,494,520.00)	6,500,000.00	3,005,480.00
			(3,494,520.00)		
1000	1001	50000	13,806.00	-13,805.77	0.23
1000	1102	50000	1,719.00	-1,718.77	0.23
1000	1110	50000	112,089.00	-112,088.82	0.18
1000	1130	50000	7.00	-6.17	0.83
1000	1140	50000	20,555.00	-20,554.54	0.46
1000	1800	50000	8,180.00	-8,179.64	0.36
1000	1810	50000	635.00	-634.40	0.60
1000	4100	50000	67,614.00	-67,613.38	0.62
1000	4200	50000	14,823.00	-14,822.23	0.77
1000	4220	50000	87,386.00	-87,385.93	0.07
1000	4400	50000	219,651.00	-219,650.27	0.73
1000	4403	50000	24,666.00	-24,665.17	0.83
1000	4410	50000	866,362.00	-866,361.92	0.08
1000	4415	50000	18,067.00	-18,066.93	0.07
1000	5000	50000	52,721.00	-52,720.58	0.42
1000	5700	50000	32,756.00	-32,755.01	0.99
1000	5900	50000	64,229.00	-64,228.42	0.58
1000	5910	50000	22,731.00	-22,730.75	0.25
1000	6100	50000	1,076,533.00	-1,076,532.71	0.29
1000	6300	50000	244,470.00	-244,469.03	0.97
1000	6500	50000	262,429.00	-262,428.39	0.61
1000	6700	50000	276,435.00	-276,434.05	0.95
1000	1140	50040	6,656.00	-6,655.35	0.65
			3,494,520.00	-3,494,508.23	11.77

Budget Transfer

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

File #: 24-0415 **Agenda Date:** 1/23/2024 **Agenda #:** 6.K.

FY23

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective May 3, 2023

From: 1100 (Company #)

ANIMAL SERVICES
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
1300	53200		NATURAL GAS	$ 10,200.00	12,216.50	2,216.50	12/13/23
1300	53300		REPAIR & MTCE FACILITIES	$ 4,000.00	4,419.03	419.03	12/13/23
1300	53807		SOFTWARE MAINT AGREEMENTS	$ 1,850.00	1,859.41	9.41	12/13/23
1300	53806		SOFTWARE LICENSES	$ 500.00	510.65	10.65	12/13/23
1300	53810		CUSTODIAL SERVICES	$ 1,400.00	8,213.02	6,813.02	12/13/23
1300	52210		FOOD & BEVERAGES	$ 2,065.00	5,222.57	3,157.57	12/13/23
			Total	$ 20,015.00			

To: 1100 (Company #)

ANIMAL SERVICES
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
1300	50040		PART TIME HELP	$ 4,500.00	(2,496.29)	2,003.71	12/13/23
1300	51000		BENEFIT PAYMENTS	$ 3,215.00	(663.03)	2,551.97	12/13/23
1300	51040		EMPLOYEE MED & HOSP INSURANCE	$ 12,300.00	(7,801.43)	4,498.57	12/13/23
			Total	$ 20,015.00			

Reason for Request:

FY23: Transfer funds to cover final FY23 personnel and beneift payments

[redacted]
Department Head — 12/11/2023 Date

Activity _____ (optional)

Chief Financial Officer — 12/14/23 Date

****Please sign in blue ink on the original form****

Finance Department Use Only

Fiscal Year 23 Budget Journal # _____ Acctg Period _____

Entered By/Date _____ Released & Posted By/Date _____

AS 1/16/24

FIN/CB - 1/23/24

FY23

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October, 2022

From: 5000 (Company #)

WORKFORCE INVEST ACT PROG GRTS
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
2840	53806		SOFTWARE LICENSES	$ 5,300.00	45,877.64	40,577.64	12/8/23
			Total	$ 5,300.00			

To: 5000 (Company #)

WORKFORCE INVEST ACT PROG GRTS
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
2840	51000		BENEFIT PAYMENTS	$ 5,300.00	(5,289.83)	10.17	12/8/23
			Total	$ 5,300.00			

Reason for Request:

To provide funds to cover benefit payments (vacation & sick-time payouts) to specific employees for FY23.

[redacted]
Department Head — Date 12/8/23

Activity _____ (optional)

Chief Financial Officer — Date 12/14/23

****Please sign in blue ink on the original form****

Finance Department Use Only

Fiscal Year 23 Budget Journal # _____ Acctg Period _____

Entered By/Date_____ Released & Posted By/Date_____

Econ Dev. - 1/16/24

FIN/CB - 1/23/24

David.Barnes@dupagecounty.gov

FY'2023

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October, 2022

From: 1400 (Company #)

DRUG COURT
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
5930	51040		**EMPLOYEE MED & HOSP INSURANCE**	$ 117.00	1,766.85	1,649.85	1/3/24
			Total	$ 117.00			

To: 1400 (Company #)

DRUG COURT
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
5930	50000		**REGULAR SALARIES**	$ 39.00	(38.95)	0.05	1/3/24
5930	51010		**EMPLOYER SHARE I.M.R.F.**	$ 39.00	(38.89)	0.11	1/3/24
5930	51030		**EMPLOYER SHARE SOCIAL SECURITY**	$ 39.00	(38.96)	0.04	1/3/24
			Total	$ 117.00			

Reason for Request:

Need to transfer funds to cover salaries & fringe benefits shortages for Drug Court budget for FY'2023.

[redacted]
Department Head — 1-3-2024 Date

Activity _____ (optional)

Chief Financial Officer — 1/16/24 Date

****Please sign in blue ink on the original form****

Finance Department Use Only

Fiscal Year 23 **Budget Journal #** _____ **Acctg Period** _____

Entered By/Date _____ **Released & Posted By/Date** _____

JPS - 1/16/24
FIN/CB - 1/23/24

FY'2023

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October, 2022

From: 1400 (Company #)

MICAP
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
5940	51050		**FLEXIBLE BENEFIT EARNINGS**	$ 39.00	500.00	461.00	1/3/24
			Total	$ 39.00			

To: 1400 (Company #)

MICAP
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
5940	50000		**REGULAR SALARIES**	$ 33.00	(32.72)	0.28	1/3/24
5940	51010		**EMPLOYER SHARE I.M.R.F.**	$ 3.00	(2.28)	0.72	1/3/24
5940	51030		**EMPLOYER SHARE SOCIAL SECURITY**	$ 3.00	(2.84)	0.16	1/3/24
			Total	$ 39.00			

Reason for Request:

Need to transfer funds to cover salaries & fringe benefits for FY'2023.

[redacted]
Department Head — 1-3-2024 Date

Chief Financial Officer — 1/4/24 Date

Activity _____ (optional)

****Please sign in blue ink on the original form****

Finance Department Use Only

Fiscal Year 23 **Budget Journal #** _____ **Acctg Period** _____

Entered By/Date_____ **Released & Posted By/Date**_____

JPS - 1/16/24

FIN/CB - 1/23/24

FY'2023

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October, 2022

From: 1400 (Company #)

DETENTION SCREENING TRANSPORT
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
6130	51030		**EMPLOYER SHARE SOCIAL SECURITY**	$ 2,661.00	6,855.18	4,194.18	1/3/24
			Total	$ 2,661.00			

To: 1400 (Company #)

DETENTION SCREENING TRANSPORT
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
6130	50000		**REGULAR SALARIES**	$ 1,507.00	(1,506.10)	0.90	1/3/24
6130	51040		**EMPLOYEE MED & HOSP INSURANCE**	$ 1,154.00	(1,153.13)	0.87	1/3/24
			Total	$ 2,661.00			

Reason for Request:

Need to transfer funds to cover salaries and fringe benefits for FY'2023.

[redacted]
Department Head — 1-3-2024 Date

Chief Financial Officer — 1/4/24 Date

Activity _____ (optional)

****Please sign in blue ink on the original form****

Finance Department Use Only

Fiscal Year 23 **Budget Journal #** _____ **Acctg Period** _____

Entered By/Date_____ **Released & Posted By/Date**_____

JPS - 1/16/24

FIN/LB - 1/23/24

FY23

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October, 2022

From: 5000 (Company #)

TITLE IV-D PROGRAM GRANTS
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
6570	51010		EMPLOYER SHARE I.M.R.F.	$ 50.00	180,953.85	180,903.85	12/11/23
			Total	$ 50.00			

To: 5000 (Company #)

TITLE IV-D PROGRAM GRANTS
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
6570	51050		FLEXIBLE BENEFIT EARNINGS	$ 50.00	(50.00)	0	12/11/23
			Total	$ 50.00			

Reason for Request:

Transfer needed to cover the FY23 Flex Benefit budget shortage.

[redacted]
Department Head — Date: 12/11/23

Activity: 2021-55-013-Y24 (optional)

Chief Financial Officer — Date: 12/13/23

****Please sign in blue ink on the original form****

Finance Department Use Only

Fiscal Year 23 Budget Journal # _____ Acctg Period _____

Entered By/Date _____ Released & Posted By/Date _____

JPS - 1/16/24

FIN/LB - 1/23/24

FY23

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective May 3, 2023

From: 5000 (Company #)

LIHWAP GRANTS
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
1435	50010		OVERTIME	$ 3,000.00	5,212.37	2,212.37	12/11/23
			Total	$ 3,000.00			

To: 5000 (Company #)

LIHWAP GRANTS
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
1435	50000		REGULAR SALARIES	$ 3,000.00	(2,129.54)	870.46	12/11/23
			Total	$ 3,000.00			

Reason for Request:

More regular salaries were incurred than anticipated. Transfer budget from overtime as less overtime was incurred than anticiapted.

[redacted] — Department Head — Date: 12/11/23

Activity _____ (optional)

Chief Financial Officer — Date: 12/13/23

****Please sign in blue ink on the original form****

Finance Department Use Only

Fiscal Year 23 Budget Journal # _____ Acctg Period _____

Entered By/Date _____ Released & Posted By/Date _____

HS - 1/16/24

FIN/CB - 1/16/24

FY23

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October, 2022

From: 5000 (Company #)

AGING CASE COORD UNIT GRANTS
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
1660	50000		**REGULAR SALARIES**	$ 1,180.00	1,038,792.98	1,037,612.98	12/11/23
			Total	$ 1,180.00			

To: 5000 (Company #)

AGING CASE COORD UNIT GRANTS
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
1660	50010		**OVERTIME**	$ 1,180.00	(1,172.47)	7.53	12/11/23
			Total	$ 1,180.00			

Reason for Request:

Transfer to account for Overtime incurred and paid for with Federal funding of Seniors grants which was not originally budgeted for in FY23.

[redacted]
Department Head — Date 12/11/23

Activity _____ (optional)

Chief Financial Officer — Date 12/13/23

****Please sign in blue ink on the original form****

Finance Department Use Only

Fiscal Year 23 **Budget Journal #** _____ **Acctg Period** _____

Entered By/Date _____ **Released & Posted By/Date** _____

HS- 1/16/24

FIN/CB - 1/16/24

FY23

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective May 3, 2023

From: 5000
Company #

LIHEAP GRANTS
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
1420	50000		**REGULAR SALARIES**	$ 1,000.00	417,529.02	416,529.02	12/11/23
			Total	$ 1,000.00			

To: 5000
Company #

LIHEAP GRANTS
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
1420	51000		**BENEFIT PAYMENTS**	$ 1,000.00	(565.42)	434.58	12/11/23
			Total	$ 1,000.00			

Reason for Request:

The purpose of budget transfer is to cover employee benefit payments that exceeded original budget during the year FY 2023.

[redacted]
Department Head — Date 12/11/23

Activity _____ (optional)

Chief Financial Officer — Date 12/13/23

****Please sign in blue ink on the original form****

Finance Department Use Only

Fiscal Year 23 Budget Journal # _____ Acctg Period _____

Entered By/Date _____ Released & Posted By/Date _____

HS- 1/16/24
FIN/CB- 1/16/24

F423

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October, 2022

From: 5000 (Company #)

US TREAS EMER RENT ASSIST FUND
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
1770	50010		**OVERTIME**	$ 1,320.00	5,000.00	3,680.00	12/8/23
			Total	$ 1,320.00			

To: 5000 (Company #)

US TREAS EMER RENT ASSIST FUND
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
1770	51000		**BENEFIT PAYMENTS**	$ 1,320.00	(1,315.08)	4.92	12/8/23
			Total	$ 1,320.00			

Reason for Request:

Transfer to account for benefit payout at end of County fiscal year 2023 which was not budgeted for. Transferring from unused Overtime budget.

[redacted]
Department Head — 12/08/2023 Date

Chief Financial Officer — 12/11/23 Date

Activity _____ (optional)

****Please sign in blue ink on the original form****

Finance Department Use Only

Fiscal Year 23 **Budget Journal #** _____ **Acctg Period** _____

Entered By/Date_____ **Released & Posted By/Date**_____

HS - 1/16/24
FIN/CB - 1/23/24

FY23

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October, 2022

From: 2000 (Company #)

CENTRAL ADMIN
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
2665	50040		**PART TIME HELP**	$	16,370.00	21,183.18	4,813.18	1/10/24
2665	50050		**TEMPORARY SALARIES**	$	20,000.00	25,955.75	5,955.75	1/10/24
2665	51040		**EMPLOYEE MED & HOSP INSURANCE**	$	30,000.00	55,567.39	25,567.39	1/10/24
2665	52260		**FUEL & LUBRICANTS**	$	35,000.00	298,563.37	263,563.37	1/10/24
			Total	$	101,370.00			

To: 2000 (Company #)

CENTRAL ADMIN
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
2665	50000		**REGULAR SALARIES**	$	75,000.00	82,648.09	157,648.09	1/10/24
2665	51010		**EMPLOYER SHARE I.M.R.F.**	$	15,000.00	(1,245.82)	13,754.18	1/10/24
2665	51080		**WEARING APPAREL REIMBURSEMENT**	$	11,370.00	(11,370.00)	0	1/10/24
			Total	$	101,370.00			

Reason for Request:

Public Works - $75,000 FY23 budget transfer for Regular Salaries for activity code reclass. Funds will move from account 2000-2665-50040(PT Help), 2000-2665-50050(Temp Sal), 2000-2665-514040(Employee Med & Hosp Ins), and 2000-2665-52260 (Fuel & Lub) to 2000-2665-50000(Regular Salaries). Public Works - $15,000 FY23 budget transfer for Employer Share IMRF. Funds will move from account 2000-2665-52260(Fuel & Lub) to 2000-2665-51010(Employer Share IMRF). Public Works - $11,370 FY23 budget transfer for Wearing Apparel Reimbursement for employee clothing. Funds will move from account 2000-2665-52260(Fuel & Lubricants) to 2000-2665-51080(Wearing Apparel Reim).

[redacted] Department Head — Date 1/10/2024

Chief Financial Officer — Date 1/10/24

Activity _____ (optional)

****Please sign in blue ink on the original form****

Finance Department Use Only

Fiscal Year 23 **Budget Journal #** _____ **Acctg Period** _____

Entered By/Date _____ **Released & Posted By/Date** _____

PW - 1/16/24
FIN/CB - 1/23/24

FY23

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October, 2022

From: 2000 (Company #)

WATER OPERATIONS
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
2640	50000		REGULAR SALARIES	$	87,000.00	111,466.59	24,466.59	1/9/24
2555	50080		SALARY & WAGE ADJUSTMENTS	$	11,000.00	100,646.00	89,646.00	1/9/24
				Total	$ 98,000.00			

To: 2000 (Company #)

WATER OPERATIONS
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
2640	51000		BENEFIT PAYMENTS	$	87,000.00	(85,698.21)	1,301.79	1/9/24
2555	51000		BENEFIT PAYMENTS	$	11,000.00	21,348.52	32,348.52	1/9/24
				Total	$ 98,000.00			

Reason for Request:

Public Works - $87,000 FY23 budget transfer between salary accounts for Benefits Payments for retiring employee payout reclass entry ("in-out"). Funds will move from account 2000-2640-50000(Regular Salaries) to 2000-2640-51000(Benefit Payments). Public Works - $11,000 FY23 budget transfer between accounts for Benefits Payments for labor hours worked. Funds will move from account 2000-2555-50080(Salary & Wage Adjustment) to 2000-2555-51000(Benefit Payments).

[redacted] 1/4/2024
Department Head — Date

Activity (optional)

Chief Financial Officer — Date 1/11/24

****Please sign in blue ink on the original form****

Finance Department Use Only

Fiscal Year 23 Budget Journal # _____ Acctg Period _____

Entered By/Date _____ Released & Posted By/Date _____

PW - 1/16/24
FIN/CB - 1/23/24

FY23

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October, 2022

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	After Transfer	Date of Balance
2555	50080		**SALARY & WAGE ADJUSTMENTS**	$	89,646.00	100,646.00	11,000.00	1/10/24
2665	50080		**SALARY & WAGE ADJUSTMENTS**	$	69,254.00	81,025.00	11,771.00	1/10/24
2555	53210		**ELECTRICITY**	$	62,000.00	149,321.14	87,321.14	1/10/24
			Total	$	220,900.00			

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	After Transfer	Date of Balance
2555	50000		**REGULAR SALARIES**	$	197,000.00	(28,293.79)	168,706.21	1/10/24
2555	50010		**OVERTIME**	$	19,200.00	(15,132.63)	4,067.37	1/10/24
2555	50050		**TEMPORARY SALARIES**	$	4,700.00	(4,667.50)	32.50	1/10/24
			Total	$	220,900.00			

Reason for Request:

Transfers necessary for reclass entries to activity codes. Public Works - $197,000 FY23 budget transfer between accounts for Regular Salaries for labor hours worked. Funds will move from account 2000-2555-50080 & 2000-2665-50080(Salary & Wage Adj) to 2000-2555-50000(Regular Salaries). Public Works - $19,200 FY23 budget transfer between accounts for Overtime for labor hours worked. Funds will move from account 2000-2665-50080(Salary & Wage Adj) to 2000-2555-50010(Overtime). Public Works - $4,700 FY23 budget transfer between accounts for Temp Salaries for labor hours worked. Funds will move from account 2000-2665-50080(Salary & Wage Adj) to 2000-2555-50050(Temp Salaries).

[redacted] Department Head — Date 1/10/2024

Chief Financial Officer — Date 1/16/24

Activity _____ (optional)

****Please sign in blue ink on the original form****

Finance Department Use Only

Fiscal Year 23 **Budget Journal #** _____ **Acctg Period** _____

Entered By/Date _____ **Released & Posted By/Date** _____

PW - 1/16/24
FIN/CB - 1/23/24

FY23

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October, 2022

From: 2000 (Company #)

WATER OPERATIONS
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
2640	50000		**REGULAR SALARIES**	$	7,420.00	111,466.59	104,046.59	1/10/24
2640	50080		**SALARY & WAGE ADJUSTMENTS**	$	15,134.00	15,134.00	0	1/10/24
2665	50080		**SALARY & WAGE ADJUSTMENTS**	$	11,746.00	81,025.00	69,279.00	1/10/24
2555	53210		**ELECTRICITY**	$	10,000.00			
			Total	$	44,300.00			

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	After Transfer	Date of Balance
2555	51010		**EMPLOYER SHARE I.M.R.F.**	$	25,000.00	(10,888.70)	14,111.30	1/10/24
2555	51030		**EMPLOYER SHARE SOCIAL SECURITY**	$	7,300.00	5,934.06	13,234.06	1/10/24
2555	51040		**EMPLOYEE MED & HOSP INSURANCE**	$	12,000.00	8,254.79	20,254.79	1/10/24
			Total	$	44,300.00			

Reason for Request:

Public Works - $25,000 FY23 budget transfer for Employer Share IMRF. Funds will move from account 2000-2640-50080(Salary & Wage Adj) and 2000-2555-53210 to 2000-2555-51010(Employer Share IMRF). Public Works - $7,300 FY23 budget transfer between accounts for Employer Share Social Security. Funds will move from account 2000-2640-50000(Regular Salaries) to 2000-2555-51030(Employer Share SS). Public Works - $12,000 FY23 budget transfer between accounts for Employee Med & Hosp Ins. Funds will move from account 2000-2665-50080(Salary & Wage Adj), 2000-2555-53210 (Electricity), and 2000-2640-50000(Regular Salaries) to 2000-2555-51040(Employee Med & Hosp Ins).

[redacted]
Department Head — Date 1/10/2024

Chief Financial Officer — Date 1/10/24

Activity _____ (optional)

****Please sign in blue ink on the original form****

Finance Department Use Only

Fiscal Year 23 **Budget Journal #** _____ **Acctg Period** _____

Entered By/Date_____ **Released & Posted By/Date**_____

PW - 1/16/24
FIN/CB - 1/23/24

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

File #: DC-P-0001-24 **Agenda Date:** 1/16/2024 **Agenda #:** 12.A.

AWARDING RESOLUTION
ISSUED TO SAFEBUILT ILLINOIS, LLC FOR PROFESSIONAL
SERVICES TO PERFORM BUILDING & PLUMBING PLAN REVIEWS, AND BUILDING INSPECTIONS ON AN AS-NEEDED BASIS, FOR RESIDENTIAL AND COMMERCIAL
BUILDINGS IN UNINCORPORATED DUPAGE COUNTY
(CONTRACT TOTAL AMOUNT: $75,000)

WHEREAS, an RFP was released to the public and processed in accordance with County Board policy; and

WHEREAS, the Development Committee recommends County Board Approval for the issuance of a contract purchase order for professional services to perform building and plumbing plan reviews, and inspections on an as-needed basis, for residential and commercial buildings in unincorporated DuPage County, for the period January 30, 2024, through November 30, 2024, for the Building & Zoning Department, for a contract total amount not to exceed $75,000, per RFP#24-006-BZP.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, for professional services to perform building and plumbing plan reviews, and inspections on an as-needed basis, for residential and commercial buildings in unincorporated DuPage County, for the period January 30, 2024, through November 30, 2024, for the Building & Zoning Department, and it is hereby approved for issuance by the Procurement Division to, SAFEBuilt Illinois, LLC, 1200 Harger Road Suite 421, Oakbrook, Illinois 60523.

Enacted and approved this 23rd day of January, 2024 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*	
MINUTETRAQ ID#: 24519	RFP, BID, QUOTE OR RENEWAL #: RFP #24-006-BZP	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: $75,000.00
COMMITTEE: DEVELOPMENT	TARGET COMMITTEE DATE: 01/16/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: $300,000.00
	CURRENT TERM TOTAL COST: $75,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		*Department Information*	
VENDOR: SAFEBuilt Illinois LLC	VENDOR #: 33979	DEPT: Building & Zoning	DEPT CONTACT NAME: Marla Flynn
VENDOR CONTACT: Alan Greene	VENDOR CONTACT PHONE: 224-250-4010	DEPT CONTACT PHONE #: X6789	DEPT CONTACT EMAIL: Marla.Flynn@dupagecounty.gov
VENDOR CONTACT EMAIL: agreene@safebuilt.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.).
Professional services to perform Building & Zoning plan reviews.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
Review of building and plumbing plans throughout the course of construction are required by DuPage County Building Code to ensure code compliance.

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

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. CUSTOMER SERVICE
SOURCE SELECTION	Describe method used to select source. RFP #24-006-BZP was released to the public on 12/1/2023. Of 98 invitations sent out, one (1) requested documents. Four (4) vendors submitted proposals. Those proposals were evaluated in four categories. SAFEBuilt met the criteria and was rated the highest points.
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. Do not approve contract toSAFEBuilt Illinois LLC. 2. Perform services in-house. Department does not have qualified staffing to provide this service in-house.

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: SAFEBuilt Illinois LLC	Vendor#: 33979	Dept: Building & Zoning	Division:
Attn: Alan Greene	Email: agreene@safebuilt.com	Attn: Marla Flynn	Email: Marla.Flynn@dupageco. org
Address: 3755 Precision Dr, Suite 140	City: Loveland	Address: 421 N County Farm Rd	City: Wheaton
State: CO	Zip: 80538	State: IL	Zip: 60187
Phone: 866-977-4111	Fax: 877-203-2704	Phone: 630-407-6789	Fax: 630-407-6702
Send Payments To:		*Ship to:*	
Vendor: SAFEBuilt Illinois LLC	Vendor#: 33979-R01	Dept:	Division:
Attn:	Email:	Attn:	Email:
Address: Lockbox #88135 PO Box 88135	City: Chicago	Address:	City:
State: IL	Zip: 60680-1135	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jan 30, 2024	Contract End Date (PO25): Nov 30, 2024
Contract Administrator (PO25):			

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		Professional Services to perform building & plumbing plan reviews and Building Inspections on an "as needed" basis for residential and commercial buildings in unincorporated DuPage County per RFP #24-006-BZP for the period of 1/30/2024 - 11/30/2024.	FY24	1100	2810	53090		75,000.00	75,000.00
FY is required, assure 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. DEV Committee 1/16/2024 Finance & CB 1/23/2024
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

SECTION 8 - BID FORM PRICING

Provide the price of performing each Plan Review type. Pricing shall include related telephone, email, or other forms of communications. Quantities shown are estimated only for bid canvassing purposes.

SECTION 1

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
Plan Review Type					
1	Residential	HR	8	$ 99	$ 792.
2	Commercial	HR	200	$ 99	$ 19,800
3	Fire Systems	HR	9	$ 99	$ 891
				GRAND TOTAL	$ 21,483
GRAND TOTAL (In words)					

SECTION 2

NO.	ITEM	UOM	PRICE
Construction Inspection Services - Commercial Weekdays 8:00 AM to 4:30 PM			
4	Electrical	HR	$ 90
5	Building	HR	$ 90
6	Mechanical	HR	$ 90
7	Plumbing	HR	$ 110
Construction Inspection Services - Commercial After Hours & Saturdays before 4:30 PM			
8	Electrical	HR	$ 120
9	Building	HR	$ 120
10	Mechanical	HR	$ 120
11	Plumbing	HR	$ 120
Construction Inspection Services - Commercial Sundays, Holidays & Saturdays after 4:30 PM			
12	Electrical	HR	$ 160
13	Building	HR	$ 160
14	Mechanical	HR	$ 160
15	Plumbing	HR	$ 160
Construction Inspection Services - Residential Weekdays 8:00 AM to 4:30 PM			
16	Electrical	HR	$ 90
17	Building	HR	$ 90
18	Mechanical	HR	$ 90
19	Plumbing	HR	$ 110
Construction Inspection Services - Residential After Hours & Saturdays before 4:30 PM			
20	Electrical	HR	$ 120
21	Building	HR	$ 120
22	Mechanical	HR	$ 120
23	Plumbing	HR	$ 120
Construction Inspection Services - Residential Sundays, Holidays & Saturdays after 4:30 PM			
24	Electrical	HR	$ 160
25	Building	HR	$ 160
26	Mechanical	HR	$ 160

NO.	ITEM	UOM	PRICE
27	Plumbing	HR	$ 160
Cost per Plan Review Type One & Two-Family Dwellings			
28	Plan Review per Dwelling	EA	$ 324
29	Plan Review Expedited Additional Fee	EA	$ +40%
Industrial, Commercial & Multi-Family Structures			
30	Hazardous Areas - Additional Cost	1000 SQ FT	$ 330
31	Commercial Kitchens/Food Processing Areas - Additional Cost	1000 SQ FT	$ 330
32	Re-Review Additional Cost	EA	$ 132
33	Expedited Plan Review Additional Cost	EA	$ +40%
Per Plan Review - Gross Floor Area Base Building			
34	up to 2.500 SF	SQ FT	$ 396
35	2,501 to 4,000 SF	SQ FT	$ 445
36	4,001 to 5,000 SF	SQ FT	$ 544
37	5,001 to 7,500 SF	SQ FT	$ 693
38	7,501 to 10,000 SF	SQ FT	$ 693
39	Over 10,000 SF	SQ FT	$ 891
Base Building with up to 2 other disciplines			
40	up to 2.500 SF	SQ FT	$ 495
41	2,501 to 4,000 SF	SQ FT	$ 544
42	4,001 to 5,000 SF	SQ FT	$ 654
43	5,001 to 7,500 SF	SQ FT	$ 687
44	7,501 to 10,000 SF	SQ FT	$ 742
45	Over 10,000 SF	SQ FT	$ 990
Base Building with up to 3 other disciplines			
46	up to 2.500 SF	SQ FT	$ 594
47	2,501 to 4,000 SF	SQ FT	$ 654
48	4,001 to 5,000 SF	SQ FT	$ 693
49	5,001 to 7,500 SF	SQ FT	$ 737
50	7,501 to 10,000 SF	SQ FT	$ 792
51	Over 10,000 SF	SQ FT	$ 1039
Plumbing Plan Reviews			
52	Single Family	EA	$ 110
53	Duplex	EA	$ 110
54	Town Homes, Condominiums, Apartments	EA	$ 110
55	Commercial	EA	$ 110
Additional Cost Fixture or Waste Opening			
56	Single Family	EA	$ 0
57	Duplex	EA	$ 0
58	Town Homes, Condominiums, Apartments	EA	$ 0
59	Commercial	EA	$ 0
Sprinkler Systems Pipe Schedule System (Pipe Schedule System)			
60	1 to 20	EA	$ 148
61	21 to 100	EA	$ 172
62	101 to 200	EA	$ 198
63	201 to 300	EA	$ 250

NO.	ITEM	UOM	PRICE
64	301 to 500	EA	$ 420
65	Over 500	EA	$ 495
NO.	**ITEM**	**UOM**	**PRICE**
Sprinkler Systems Pipe Schedule System (Hydraulically Calculated System)			
66	1 to 20	EA	$ 172
67	21 to 100	EA	$ 297
68	101 to 200	EA	$ 396
69	201 to 300	EA	$ 495
70	301 to 500	EA	$ 594
71	Over 500	EA	$ 693
Fire Detection and Alarm Systems			
71	Complete System	EA	$ 100 or .013 PSF
72	Partial System - Not Containing Total building area Detection System	EA	$ 100 or .009 PSF
73	Partial System - Supervisory Protection of Sprinkler Systems & Duct Detection	EA	$ 100 or .005 PSF
Standpipe Systems			
74	Standpipe	EA	$ 198
75	Standpipes Part of Total Building Sprinkler Systems	EA	$ NO COST
Gas Suppression Systems or Dry Chemical System			
76	1 to 50	EA	$ 198
77	51 to 100	EA	$ 198
78	101 to 200	EA	$ 247
79	201 to 300	EA	$ 247
80	301 to 400	EA	$ 346
81	401 to 500	EA	$ 374
82	501 to 750	EA	$ 423
83	751 to 1000	EA	$ 495
84	Over 1000	EA	$ 544
Restaurant Wet Chemical Systems			
85	Hood System	EA	$ 198
86	Each Additional System or Hood Reviewed at Same Time with Same Unit	EA	$ 100
Restaurant Mechanical Hood and Duct Systems			
87	Hood	EA	$ 198
88	Each Additional System or Hood Reviewed at Same Time with Same Unit	EA	$ 100
Life Safety Plan Reviews			
89	Per Review	EA	$ 176
90	Per Re-Review	EA	$ 90

SECTION 9 - PROPOSAL FORM
PLANS EXAMINER SERVICES 24-006-BZP
(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Offeror	SAFEbuilt Illinois, LLC
Main Business Address	444 N Cleveland Avenue
City, State, Zip Code	Loveland, CO 8537
Telephone Number	866.977.4111
Fax Number	
Proposal Contact Person	Alan Greene
Email Address	agreene@safebuilt.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:

Chris Giordano, Chief Executive Officer
(President or Partner)

Joe DeRosa, Chief Revenue Officer
(Vice-President or Partner)

Will Brown, Chief Financial Officer
(Secretary or Partner)

Matthew Causley, Chief Operating Officer
(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.

X [redacted] Chris Giordano, Chief Executive Officer
(Signature and Title)

CORPORATE SEAL
(If available)

PROPOSAL MUST BE SIGNED FOR CONSIDERATION

[redacted] s 14th day of December AD, 2023

My Commission Expires: September 11, 2027
(Notary Public)

JESSICA V. KOEHLER
Commission # HH 442188
Expires September 11, 2027

RFP-24-006-BZP

Plans Examiner Services

TECHNICAL PROPOSAL - ELECTRONIC

DuPage County, IL

December 19, 2023 | 2:30pm CDT

Alan Greene

Account Manager
224.250.4010
agreene@safebuilt.com

Kati Vokovitch

Regional Operations Manager
262.955.3014
kvokovitch@safebuilt.com

SAFEbuilt Illinois, LLC

SAFEbuilt®

December 19, 2023

DuPage County
Finance – Procurement 3-400
421 N. County Farm Road
Wheaton, IL 60187-3978

RE: RFP-24-006-BZP Plans Examiner Services

Dear Esteemed Members of the Evaluation Committee:

SAFEbuilt Illinois, LLC (SAFEbuilt) is pleased to present our response to the Request for Proposal (RFP) RFP-24-006-BZP for Plans Examiner services for the County of DuPage (County). With SAFEbuilt's current work supporting the County to meet its plan review and building inspection needs, we are confident we can continue to deliver the qualified and responsive support you need and that your community has come to expect.

Since 1992, SAFEbuilt has provided building department support services to satisfied clients throughout the nation, frequently earning long-term and repeated business with municipalities large and small. Our goal is to ensure that the development of your community remains safe, healthy, and vibrant and in compliance with all applicable building codes, laws, and regulations. We first began providing services in Illinois in 2011 and for the County in 2020—that is over a decade of experience within the State and nearly four years of familiarity with the County itself.

SAFEbuilt is your local partner with the capacity to customize services to meet your needs. We ensure your service is implemented seamlessly, delivering the solutions your community can count on in a manner that elected officials, County staff, stakeholders, and citizens desire and deserve.

We recognize that different communities have different needs and objectives. Our efforts will address these specific goals and challenges to help you sustain a thriving County. Our previous work and team experience highlights our knowledge of the County and the technical expertise required to perform the needed services in a timely, well-qualified, and resourceful way.

With our qualified and experienced team of plans examiners and building inspectors, our presence in the County, and the positive reviews we are sure you will receive from our references, we are confident that SAFEbuilt is the right team to continue to support your community.

We hereby acknowledge receipt of any and all addenda.

We enthusiastically present this proposal for your review and evaluation and thank you in advance for your consideration. Mr. Alan Greene, Account Manager, will be your main point of contact for any questions or clarifications, and can be reached at 224.250.4010 or agreene@safebuilt.com. We look forward to hearing from you and further building on our partnership.

Best Regards,

[redacted]

Chief Executive Officer
SAFEbuilt Illinois, LLC

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Tab 1
Firm Qualifications

Firm Qualifications

Firm Overview

In 1992, SAFEbuilt began providing exceptional community development services to local governments. Today, we are a national leader performing value-added professional, technical, and consulting services in 37 states and the District of Columbia for the efficient delivery of third-party solutions.

While we started by simply providing construction inspections and plan reviews for several communities in Northern Colorado, our areas of service have expanded over the past 31 years to include:

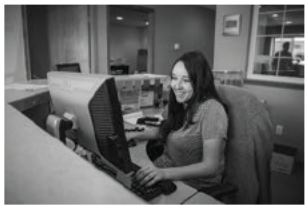
Full Service and Supplemental Building Department Operations

Residential, Commercial, and Industrial Plan Review

Building, Mechanical, Electrical, and Plumbing Inspection

Fire Plan and Life Safety Review and Inspection

Code Enforcement



Permit Technician

Certified Building Official

Community Development Automation Software

Expedited Plan Review, Inspections, and Engineering for Special Projects

Housing Authority Inspections

Planning and Zoning Services

Disaster Recovery

Over the decades, our capacity has grown to 1,900+ employees who provide flexibility and economy of scale to 1,600+ communities like DuPage County. SAFEbuilt Illinois has been providing services in the state since 2011, and we currently provide services to 60 municipalities in the state, and for the County itself since 2020, providing building department services. We deliver solid teams of skilled industry professionals to meet the goals and objectives of each community we serve, providing experienced staff with the necessary licenses and certifications to achieve successful outcomes. SAFEbuilt has completed thousands of community development projects, and we have the staff to accommodate all the requirements needed for your growth, delivering consistent and responsive customer service every day.

SAFEbuilt PROFILE

CORE VALUES

SERVICE

INTEGRITY

IMPROVEMENT

TEAMWORK

RESPECT

NUMBER OF EMPLOYEES

- 1,600+ across the SAFEbuilt family of companies.
- 46 working for SAFEbuilt Illinois, including over 20 Plan Reviewers and Building Inspectors

OFFICE LOCATIONS

SAFEbuilt, LLC is the parent company of SAFEbuilt Illinois, LLC and has offices across the country. Their headquarters are located at:

444 N. Cleveland Ave.
Loveland, CO 80537
P: 866.977.4111
F: 877.203.2704
www.safebuilt.com

SAFEbuilt Illinois is located at:

8775 W. Bryn Mawr Ave
Suite 1300
Chicago, IL 60031
P: 262.955.3014

SAFEbuilt currently provides DuPage County with Plan Review services, and has done so to great customer satisfaction, on time service delivery, and seamless operational integration since 2020.

SAFEbuilt understands the County's need for a qualified partner to continue to perform plan reviews and provide building inspections to help keep the community safe, sustainable, and thriving. Today's community development and improvement environment places increased demands on important resources.

SAFEbuilt alleviates this burden while also delivering economic advantages. We understand and place a high value on budgets and schedules and compliance to local, state, and federal codes. This affords us the ability to serve our partners with clear expectations and defined goals and objectives that lead to successful project execution. Through this approach, we have earned the trust and long-term business with many communities in Illinois, and hope to continue to count DuPage County among them.

Relying on our deep experience with current practices and regulations, we are dedicated to reaching successful outcomes for our public agency clients. Our approach is to complete all work in a manner consistent with the County's adopted policies, regulations, and practices. Our proposed team that will serve the County can provide a broad range of the services requested by the County, with team members selected specifically for their strong backgrounds, extensive knowledge, and relevant experience.

The qualifications and capabilities of SAFEbuilt and the qualifications, experience, and availability of our assigned staff are presented in the pages that follow.

Firm Capabilities

The SAFEbuilt team has unparalleled knowledge of State of Illinois and local building requirements and codes. We have been in the Community Development services industry for 31 years and have the resources to provide plan review services as requested.

During our time in business, we have built and maintained a solid and reliable reputation throughout the building and safety community, giving our partners confidence in our ability to successfully deliver services. At contract start, we assign a point of contact for the duration of the contract, to ensure excellent performance and service delivery. This is currently Gerald Keys, MCP. He will remain in place to work with the County on any issues with service delivery or any additional services that we or our family of companies can provide—spanning everything from Planning to Roadway Engineering to Grants Management.

Local, State and Federal Codes and Regulations

SAFEbuilt has 40 Master Code Professionals (MCP)—the highest level of designation the International Code Council (ICC) offers. Only 900 individuals worldwide have earned this level designation of technical and management aspects of code enforcement. It is considered the "gold standard" for demonstrating proficiency in the building code profession.

Assigned Team Members Gerald Keys and Keith Rooney have MCP certifications from the ICC and over 85 additional ICC certifications combined. As MCPs, their understanding and knowledge of laws and codes is at the highest level, backed by a required 60 hours of continuing education every three (3) years to maintain their certifications.

SAFEbuilt is also providing six other team members that boast a number of ICC certifications, State of Illinois licenses, and over 200 years of collective experience with local, state and federal laws, codes and ordinances. The decades of experience each team member has and their ICC certifications have given them a great depth and breath of knowledge, including:

- ✓ 2021 International Building Code
- ✓ 2021 International Residential Building Code
- ✓ 2021 International Plumbing Code
- ✓ 2021 International Fuel Gas Code
- ✓ 2021 International Mechanical Code
- ✓ 2021 International Property Maintenance Code
- ✓ 2021 International Pool and Spa Code
- ✓ 2021 International Energy Conservation Code
- ✓ 2021 International Existing Building Code with resource A
- ✓ 2021 International Fire Code and all other required fire codes
- ✓ 2020 ANSI Standards
- ✓ 2023 National Electric Code NFPA 70

Additionally, the proposed team as already worked closely with the County in the Building and Zoning Department, giving them not only knowledge of local code adoptions, state-specific regulations, and County-spefic amendments, but also an understanding of the intricacies, needs, and viable solutions for the County.

Equipping the Team for Success

SAFEbuilt provides our employees with the materials, tools, and equipment necessary to perform all work required by the County. We provide our Inspectors with late model vehicles with removable signage, and field-related equipment necessary to perform their duties. We supply our team with safety devices and clothing required to meet OSHA requirements. We provide our staff with:

- Vehicles (including maintenance and fuel) we maintain a fleet of over 150 late-model vehicles.
- Magnetic vehicle signage-customizable per client specifications.
- Laptops with mobile hot spots.
- Standard business software and specialized software.
- Personal protective equipment and sanitizing products.
- Tablets and mobile phones (loaded with electronic versions of essential codebooks).
- SAFEbuilt-branded professional clothing and lanyards with clear, plastic pouch for carrying the County-issued ID.
- Insurance: Liability, Workers Compensation and Health, Dental, Vision, and Life.

Continuous Knowledge Building

SAFEbuilt recognizes that our quality personnel are our greatest asset and distinguishes us from other building development services companies. Along with recognizing service excellence with monetary compensation and other rewards, we invest heavily in our personnel's training, certification, and licensure, which increases employee satisfaction and tenure with our company. SAFEbuilt's leadership philosophy includes believing that a properly structured recruitment and training program makes good employees even better and provides the momentum to drive them to excel.

All Building Code staff receive a minimum of 32 hours of training per calendar year—48 hours per calendar year for every new code adoption year. Our commitment to our employees' well-being, continuing education, and competitive compensation enable us to keep our staff retention at optimum levels.

SAFEbuilt's leadership has also established a program whereby employees can access comprehensive training, continuing education, and coaching, called SAFEbuilt Academy. Continuing education ensures staff remain current with local, state, and federal codes, regulations, amendments, and the latest best practices so that staff spends less time referring to code books while in the field.

SAFEbuilt Academy

All courses offered by SAFEbuilt Academy are approved by ICC, and most can provide dual credit through AIA.

Standard courses include:

- Commercial Building Inspector
- Commercial Mechanical Inspector
- Commercial Plumbing Inspector
- Commercial Electrical Inspector – Part 1 & 2
- Residential Building Inspector
- Residential Mechanical Inspector
- Residential Plumbing Inspector
- Residential Electrical Inspector

Recently added courses include:

- 2021 Residential Building Inspector (English & Spanish)
- 2021 Residential Mechanical Inspector
- 2021 Residential Plumbing Inspector
- 2021 Commercial Building Inspector & Plans Examiner

The SAFEbuilt Advantage

Our solid reputation as an industry leader demonstrates our knowledge, flexibility and cost efficiencies, giving us the reliability your company needs in a team. Our people love what they do and eagerly contribute solutions and recommendations that are proven, time-tested and specific to your needs, providing the following fundamental elements:

- ✓ **Focus on Cost-Saving Approaches and Methods** - Because we serve many municipalities and agencies, we are constantly improving and adapting to provide our clients with the most cost-effective services and keep our clients' budgets on track.
- ✓ **Tailored, Responsive Services** - Our team is skilled at assessing time commitments, developing an accurate work plan and applying dedicated, professional personnel. We quickly fine-tune staffing levels to match changes in activity – always maintaining the highest level of customer service.
- ✓ **Experience with the County** – We have years of knowledge and experience working with the County, delivering on its Building Department needs and working closely with County staff, residents, and stakeholders.
- ✓ **Swift Turnarounds and Expedited Services** - With extensive experience in community development and improvement services, our staff excels at providing prompt turnarounds. We match or beat required turnaround deadlines.
- ✓ **Effective Coordination with other Agencies and Departments** - Collaboration and cooperation with other departments and agencies are key elements of how we approach our projects. Effective communication solutions are made available to the needs of each community we serve.
- ✓ **A Wealth of Code Knowledge and Building Industry Experience** - We maintain staff fully licensed and certified at the highest level of industry standards. To keep our personnel on the industry's cutting edge, many serve as popular educational instructors and lecturers, as well as sit on leading boards and committees for organizations developing and implementing important code regulations.
- ✓ **Leading-Edge Technology with Cost-Saving Solutions** - SAFEbuilt's proprietary software, CommunityCore Solutions, delivers a suite of digital options for jurisdictions – prompt digital plan reviews, including electronic versions of plan comments, and easy-to-use online web application/portal for submittal, tracking and approval of digital plans. Our team is fully versed in using a variety of major municipal software applications and can easily transition.
- ✓ **Environmentally Friendly Practices** – Our corporate policy on sustainability supports a healthy environment, reduces our carbon footprint, and promotes environmental stewardship through environmentally preferable purchasing and other sustainability actions. Our digital plan review system encourages the bypass of paper use, and all possible documents at SAFEbuilt are printed double-sided on recycled, post-consumer content paper.

SPOTLIGHT

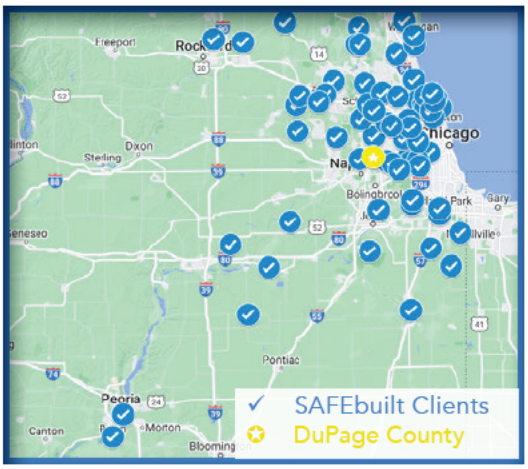
One real-life example of the benefits that SAFEbuilt can provide a community comes from the City of Harvey, Illinois.

Mayor Chris Clark made a commitment to "make decisions based on experience and principles that will best benefit Harvey residents." As part that commitment, the City has started a new partnership with SAFEbuilt to provide Building Department and Code Enforcement services.

You can read more here:

https://safebuilt.com/about/newsroom/harveyil

Experience



Due to our strong presence in Illinois, we can quickly and easily deploy qualified staff to support our on-demand contracts. SAFEbuilt understands that hiring and retaining qualified staff is the foundation for any successful technical and customer-centric operation. The candidates that SAFEbuilt aggressively recruits have a demonstrated passion for their work by pursuing ICC and State certifications and registrations. Throughout their careers with SAFEbuilt, we continue to reward and encourage their career certification pursuits, allowing us to offer our customers some of the most qualified staff in the industry. Through our work in similar communities across Illinois and our valued staff longevity, we assure our team will provide the County with the necessary resources, expertise, and customer-focused attitude through the contract. The map figure here shows our presence and indicates our availability throughout Illinois.

Once assigned to a project, our team members remain dedicated to that project until completion. If any personnel changes occur during the life of the contract, SAFEbuilt will immediately notify the County of the situation and will tap resources from nearby projects to provide temporary support until a replacement is sourced, approved by the County, and on-boarded.

Currently, we have a workforce of nearly 50 personnel in the state, and we offer a significant number of dedicated resources for our clients. Our work model provides flexibility when managing workloads. We only work with contractual clients during peak times. As a result, we have always met our scheduled plan review turnaround and inspection times. We can call upon plan reviewers and inspectors from our other projects in Illinois to meet the County's short-term needs.

SAFEbuilt's first contract in Illinois was in 2011, adding the County of DuPage as a client in 2020, and today we serve 60 municipal clients with the services shown in the following table.

Client	Services Provided
Village of Algonquin	Plan Review
Village of Barrington	Building Inspection Services; Plan Review
Village of Beecher	Building Inspection Services; Fire Services; Plan Review
Village of Burlington	Building Inspection Services; Plan Review
Town of Cicero	Building Inspection Services; Plan Review
Village of Deerfield	Building Inspection Services; Plan Review
Village of Downers Grove	Building Inspection Services; Plan Review
County of DuPage	Building Inspection Services; Plan Review
City of East Peoria	Plan Review
City of Evanston	Building Inspection Services; Plan Review
Village of Fox Lake	Building Inspection Services; Code Enforcement; Planning & Zoning; Plan Review; Software

Village of Franklin Park	Building Department Management; Building Inspection Services; Plan Review
Village of Gilberts	Building Inspection Services; Code Enforcement; Plan Review
Village of Glendale Heights	Building Inspection Services; Plan Review
Village of Glenview	Building Inspection Services; Code Enforcement; Plan Review
Village of Golf	Building Inspection Services; Plan Review
Village of Hampshire	Building Inspection Services; Code Enforcement; Planning & Zoning; Plan Review; Software
Village of Hanover Park	Building Inspection Services; Plan Review
City of Harvard	Building Inspection Services; Planning & Zoning; Plan Review; Software
Village of Hoffman Estates	Plan Review
Village of Itasca	Building Inspection Services; Code Enforcement; Plan Review
Village of Kenilworth	Building Inspection Services; Engineering Services; Plan Review
Village of La Grange Park	Code Enforcement
Village of La Grange	Building Inspection Services; Plan Review
Village of Lakemoor	Building Department Management; Building Inspection Services; Code Enforcement; Planning & Zoning; Plan Review; Software
County of LaSalle	Building Department Management; Building Inspection Services; Plan Review; Software
Village of Libertyville	Building Inspection Services
Village of Lincolnwood	Building Inspection Services; Fire Services; Plan Review
City of Lockport	Building Inspection Services; Plan Review
Village of Lyons	Building Inspection Services
Village of Machesney Park	Plan Review
City of Markham	Building Inspection Services; Plan Review
Village of Morton Grove	Building Inspection Services; Code Enforcement; Plan Review
Village of Newark	Building Inspection Services; Plan Review
City of North Chicago	Building Inspection Services; Code Enforcement; Plan Review
Village of Northfield	Building Inspection Services; Code Enforcement; Plan Review
City of Northlake	Building Inspection Services; Code Enforcement; Plan Review
Village of Orland Park	Building Inspection Services; Plan Review
Village of Palatine	Building Inspection Services
City of Pekin	Software
Village of Pingree Grove	Building Department Management; Building Inspection Services; Code Enforcement; Plan Review; Software
City of Prospect Heights	Building Inspection Services; Plan Review
Village of River Forest	Building Inspection Services; Plan Review

Village of Rosemont	Building Inspection Services; Plan Review
Village of Sauk Village	Building Inspection Services; Plan Review
Village of Schaumburg	Code Enforcement
Village of Schiller Park	Building Inspection Services; Code Enforcement; Plan Review
Village of Skokie	Building Inspection Services; Plan Review
City of Streator	Software
Village of Summit	Code Enforcement
Village of Virgil	Plan Review
Village of Volo	Building Inspection Services; Plan Review
Village of Wadsworth	Building Inspection Services; Plan Review
City of Warrenvillle	Building Inspection Services; Code Enforcement; Plan Review
City of Waukegan	Building Inspection Services; Plan Review
Village of Westmont	Plan Review
Village of Willowbrook	Building Department Management; Building Inspection Services; Plan Review; Software
Village of Wilmette	Building Inspection Services; Plan Review
Village of Winnetka	Building Inspection Services; Code Enforcement; Plan Review
City of Wood Dale	Building Inspection Services; Code Enforcement; Plan Review

"Everything we set out to accomplish, we have. I'm confident SAFEbuilt will continue to bring forward-thinking solutions to the table as our relationship grows."

– Jay Hedges, Village Manager
Village of Hampshire, IL

"One of our Morton Grove Inspectors was out yesterday and maybe today to look at the work our contractor was doing in the complex. I would like to thank him for his consideration and helpfulness."

– Resident,
Village of Morton Grove, IL

Business License

SAFEbuilt Illinois, LLC's tax identification number is 46-2340439.

A copy of SAFEbuilt Illinois's State of Illinois Corporate Certificate is provided below.

File Number 0493261-7

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*

SAFEBUILT ILLINOIS, LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON SEPTEMBER 26, 2014, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY 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* 3RD *day of* NOVEMBER *A.D.* 2023 .

Authentication #: 2330702316 verifiable until 11/03/2024
Authenticate at: https://www.ilsos.gov

[redacted]

References

Among the many satisfied clients SAFEbuilt has in Illinois, we are pleased to present the following references who can speak to the quality of our work, professionalism of our staff, and efficiency of our service delivery.

LaSalle County

Services:
Plan Review; Building Inspections

Dates:
2014—Ongoing

Contact:
Brian A. Gift, AICP, Director of Community Development
817.433.8666
landuse@lasallecounty.org

Village of Downers Grove

Services:
Plan Review; Building Inspections

Dates:
2014—Ongoing

Contact:
Stan Popovich, Director of Community Development
630.434.6893
spopovich@downers.us

Village of Glenview

Services:
Plan Review; Building Inspections; Code Enforcement

Dates:
2013—Ongoing

Contact:
Joe Footlik, Inspectional Services Division Manager
847.904.4323
joef@glenview.il.us

Town of Cicero

Services:
Plan Review; Building Inspections; Zoning; Software

Dates:
2019—Ongoing

Contact:
Tom Tomschin, Executive Director of Housing
708.656.3600
ttomschin@thetownofcicero.com

Village of Hanover Park

Services:
Building Inspections; Health Inspections

Dates:
2016—Ongoing

Contact:
Steve Capella, Inspectional Services Chief and Fire Lieutenant
630.823.5858
scapela@hpil.org

Village of Morton Grove

Services:
Plan Review; Building Inspections; Code Enforcement

Dates:
2016—Ongoing

Contact:
Tom Friel, Assistant Village Administrator
847.965.4100
tfriel@mortongroveil.org

Tab 2

Key Qualifications

Key Qualifications

As a company that provides third-party service personnel to clients, SAFEbuilt thoroughly screens prospective personnel for the right experience and qualifications to perform their assigned duties. With 31+ years of industry experience, we are very familiar with each position's requirements within the different building services disciplines. We look for candidates with a well-rounded background in the building services and construction industries, a passion for the work, and a drive to get the job done correctly and on schedule. We actively pursue self-motivated candidates who are personable and who can easily integrate into any team setting.

We have assembled an experienced and qualified team of building services professionals to support the County with its inspections and plan reviews needs. Team members are familiar with DuPage County, able to complete residential and commercial plan reviews and inspections, conduct fire reviews, and appropriately licensed with the ICC in their respective disciplines and as Master Code Professionals, as well as with the State of Illinois. Our proposed team possesses over *200 years of experience in building department services collectively*.

Leadership Team and Contract Oversight

The Leadership Team for a contract with the County will include the assigned Account Manager and the Regional Operations Director. Together, they will manage the operation and administration of the contract. They will be responsible for managing team performance, ensuring that all contract goals are accomplished, and performing problem-solving support for issues at the contract level.

DuPage County's primary points of contact for contract oversight are:

Mr. Alan Greene
Account Manager
224.250.4010
agreene@safebuilt.com

Ms. Kati Vokovitch
Regional Operations Manager
262-955-3014
kvokovitch@safebuilt.com

Regional Service Office
8775 W. Bryn Mawr Ave, Suite 1300
Chicago, IL 60031
P: 262.955.3014

SAFEbuilt believes that maintaining frequent and consistent check-ins between the Leadership Team and our clients is key to identifying performance risks sooner and contributes to contract success. Your Leadership Team will reach out to the County to discuss the best method and frequency for these check-in meetings. These meetings will provide both parties the opportunity to manage the resources tactfully and develop the best contractor-client relationship possible. Further, we can also estimate and evaluate possible outcomes during this process and make the necessary changes.

Mr. Alan Greene is the **Account Manager** and will be the County's primary point of contact. He will act as an intermediary between SAFEbuilt and the County to meet the County's need for information, support, and assistance. At the same time, he will help SAFEbuilt to continuously better understand the County's needs, expectations, and difficulties. Further, Mr. Greene will be available to discuss solutions for any potential add-on work the County might need. Mr. Greene has served as an Account Manager for 3 years.

Ms. Kati Vokovitch is SAFEbuilt's **Regional Operations Manager** for Illinois. She is Mr. Greene's operations counterpart and will be the primary contact for contract operations oversight. She will be responsible for ensuring increasing client and employee satisfaction levels while improving the workforce's efficiency, service, and technology throughout the contract, as well as ensuring adequate staffing levels. Ms. Vokovitch brings 16 years of administrative experience—nearly 10 with SAFEbuilt— to her support role for the County.

Operations Team

As a company that provides third-party service personnel to clients, SAFEbuilt thoroughly screens prospective staff for the right experience and qualifications to perform their assigned duties. With over three decades of industry experience, we are very familiar with each position's requirements within the different building services disciplines. We look for candidates with a well-rounded background in the building services and construction industries, a passion for the work, and a drive to get the job done correctly and on schedule. We actively pursue self-motivated candidates who are personable and can easily integrate into any team setting.

SAFEbuilt is incredibly proud to have some of the most experienced and well-qualified staff in building inspections, plan review, and fire reviews and inspections who can serve our municipal clients with expertise, tact, insight, and respect. Stacked with decades of experience—collectively totaling over 200 years—the staff assigned to DuPage County is exceptionally positioned to exceed expectations. Our staff is committed to leveraging its learned knowledge to help keep communities safe and sustainable.

Our staff's knowledge is further strengthened by ongoing training. Changing codes, regulations, and amendments make training a necessity. Staff receive training on a regular basis to stay up-to-date on current laws and regulatory changes. Our staff always remain knowledgeable and maintain current licenses and certifications.

Experience

We have proposed a dedicated team of professional personnel who will provide services as outlined in the RFP's Scope of Services. All proposed personnel have experience providing the same exact services to other Illinois communities, as well as many of the staff assigned to the County since 2020 remaining on to serve for this contract. In fact, for many DuPage County is currently their only client. They highly familiar with the DuPage County Building Code and all County Code Amendments.

The Experience Matrix provided on the page that follows demonstrates our staff's years of relevant experience, years with the firm, areas of expertise, and current assigned clients.

Staff Member	Role	Years Experience	Years with SAFEbuilt	Areas of Expertise	Current Assigned Clients
Gerald Keys, MCP	Project Manager Building Inspector Plans Examiner	26	6	***Master Code Professional,*** Plans Examiner; Building Inspector; Combination Inspector and Plans Examiner; Electrical, Plumbing, and Mechanical & Gas Inspector;	1 - DuPage County
Keith Rooney, MCP	Building Inspector Plans Examiner	21	5	***Master Code Professional,*** Plans Examiner; Building Inspector; Electrical and Building Code Official; Utility Inspector	1 - DuPage County
Mark Opels	Building Inspector Plumbing Inspector Plumbing Plans Examiner	31	10	Residential Building Inspector; Electrical Inspector; Mechanical Inspector; Property Maintenance Inspector; Residential Plans Examiner	1 - DuPage County
Vince Cuchetto	Code Enforcement Officer	44	5	Residential Inspector	1 - DuPage County
Anthony Wesbrook	Building Inspector	18	5	Residential, Mechanical and Electrical Inspector	1 - DuPage County
Dan Witkowski	Building Inspector Plumbing Inspector	27	6	Plans Examiner; Plumbing Inspector; Certified Illinois Plumbing Inspector; Plumber's License, State of Illinois; Cross-Connection Control Device Inspector	1 - DuPage County
James Kemper	Building Inspector Plumbing Inspector	25	13	Plumbing Inspector; Journeyman Plumber	1 - DuPage County
Jeff Witt	Building Inspector	37	8	Residential and Commercial Building Inspector	1 - DuPage County
Dave Zalesiak	Fire Inspector	27	4	Fire Inspector	1 - DuPage County

Don Wilkins, MCP	Plans Examiner	24	8	***Master Code Professional,*** Plans Examiner; Building, Mechanical, and Electrical Inspector; Building Code Official;Fire Inspector, Fire Plans Examiner	1 - DuPage County
Jacob Doub, MCP	Plans Examiner	9	8	***Master Code Professional,*** Plans Examiner; Building, Mechanical, and Electrical Inspector; Building Code Official	1 - DuPage County
Andrew Bevis, MCP	Plans Examiner	13	7	***Master Code Professional,*** Plans Examiner; Building, Mechanical, and Electrical Inspector; Building Code Official	1 - DuPage County
Nick Weinert, MCP	Plans Examiner	20	1	***Master Code Professional,*** Plans Examiner; Building, Mechanical, and Electrical Inspector; Building Code Official	1 - DuPage County
Bill Hudson, CBO, MCP	Plans Examiner	30+	4	***Master Code Professional,*** Plans Examiner; Building, Mechanical, and Electrical Inspector; Building Code Official	1 - DuPage County

Credentials

We are pleased to present the matrix on the pages that follow, which summarizes the credentials of our team.

Notably, your proposed team ***includes seven (7) Master Code Professionals (MCP)***—the highest designation the International Code Council (ICC) offers. We are proud to say that SAFEbuilt currently has 40 professionals company-wide holding the title of MCP, further demonstrating our commitment to recruiting and hiring highly qualified professionals who are at the top of their field.

SAFEbuilt's Depth and Breath

Over 125 Plan Reviews for DuPage County in 2023 so far

200+ years experience collectively from the Assigned Team

Nearly 50 employees in Illinois

40 MCPs Company-wide

60 current clients in Illinois, providing:

- Plan Reviews
- Building Inspections
- Code Enforcement
- Permit Technicians
- Software
- Building Officials

International Code Council Certifications	Gerald Keys	Keith Rooney	Mark Opels	Vince Cuchetto	Anthony Wesbrook	Dan Witkowski	James Kemper	Jeff Witt	Dave Zalesiak	Don Wilkins	Jacob Doub	Andrew Bevis	Nick Weinert	Bill Hudson
Master Code Professional	✓	✓								✓	✓	✓	✓	✓
Accessibility Inspector/Plans Examiner	✓	✓								✓	✓	✓	✓	✓
Building Code Specialist	✓	✓								✓	✓	✓		
Building Inspector	✓	✓	✓					✓		✓	✓	✓		
Building Plans Examiner	✓	✓								✓	✓	✓	✓	✓
Certified Building Code Official	✓	✓									✓	✓		
Certified Building Official	✓	✓	✓							✓		✓	✓	
Certified Electrical Code Official	✓	✓												
Certified Fire Code Official	✓													
Certified Fire Marshall											✓			
Certified Housing Code Official	✓													
Certified Mechanical Code Official	✓	✓												
Certified Plumbing Code Official	✓													
Combination Inspector	✓	✓								✓	✓		✓	
Combination Plans Examiner	✓	✓									✓			
Commercial Building Inspector	✓	✓	✓					✓			✓	✓	✓	✓
Commercial Combination Inspector	✓	✓								✓	✓	✓		
Commercial Electrical Inspector	✓	✓									✓	✓	✓	✓
Commercial Energy Inspector	✓										✓			✓
Commercial Energy Plans Examiner	✓										✓		✓	✓
Commercial Mechanical Inspector	✓	✓	✓								✓			✓
Commercial Fire Inspector												✓		

	Gerald Keys	Keith Rooney	Mark Opels	Vince Cuchetto	Anthony Wesbrook	Dan Witkowski	James Kemper	Jeff Witt	Dave Zalesiak	Don Wilkins	Jacob Doub	Andrew Bevis	Nick Weinert	Bill Hudson
Commercial Fire Sprinkler Plans Examiner												✓		
Commercial Plumbing Inspector	✓		✓								✓	✓	✓	✓
Disaster Response Inspector	✓													
Electrical Code Specialist	✓	✓								✓	✓			
Electrical Inspector	✓	✓								✓	✓	✓		
Electrical Plans Examiner	✓	✓								✓	✓			
Energy Code Specialist	✓													
Fire Code Specialist	✓									✓	✓			
Fire Inspector I	✓								✓	✓	✓	✓		✓
Fire Inspector II	✓									✓	✓			✓
Fire Plans Examiner	✓									✓	✓	✓		
Fuel Gas Inspector	✓										✓			
Green Building - Residential Examiner	✓													
Housing and Zoning Code Specialist	✓													
IgCC Commercial Inspector	✓													
IgCC Commercial Inspector with ASHRAE 189.1	✓													
IgCC Plans Examiner	✓													
IgCC Plans Examiner with ASHRAE 189.1	✓													
Mechanical Code Specialist	✓	✓									✓	✓		
Mechanical Inspector	✓	✓	✓							✓	✓	✓		
Mechanical Plans Examiner	✓										✓	✓		
Permit Specialist	✓													
Permit Technician	✓													
Plumbing Code Specialist	✓	✓								✓	✓	✓		
Plumbing Inspector	✓	✓								✓	✓	✓		

	Gerald Keys	Keith Rooney	Mark Opels	Vince Cuchetto	Anthony Wesbrook	Dan Witkowski	James Kemper	Jeff Witt	Dave Zalesiak	Don Wilkins	Jacob Doub	Andrew Bevis	Nick Weinert	Bill Hudson
Plumbing Plans Examiner	✓	✓								✓	✓	✓		
Property Maintenance and Housing Inspector	✓		✓	✓	✓						✓	✓	✓	✓
Residential Building Inspector	✓	✓	✓		✓			✓			✓	✓	✓	✓
Residential Combination Inspector	✓	✓	✓								✓	✓		
Residential Electrical Inspector	✓	✓	✓								✓	✓	✓	✓
Residential Energy Inspector/ Plans Examiner	✓	✓	✓							✓	✓	✓	✓	✓
Residential Mechanical Inspector	✓	✓	✓		✓						✓	✓	✓	✓
Residential Plans Examiner			✓									✓		
Residential Plumbing Inspector	✓	✓	✓								✓	✓	✓	
Soils Special Inspector	✓													
Spray Applied Fire Proofing Special Inspector	✓													
Structural Steel and Bolting Special Inspector	✓													
Zoning Inspector	✓													
State of Illinois														
Certified Plumbing Inspector			✓			✓	✓							
Plumbers License			✓			✓	✓							
Housing Inspector					✓									
Illinois Licensed Real Estate Inspector													✓	
Qualified Plan Reviewer and Inspector													✓	
State of Illinois Fire Office of State Fire Marshal														
Auto Extrication									✓					
Fire and Arson Investigator									✓					
Fire Apparatus Engineer									✓					
Fire Officer One									✓					

	Gerald Keys	Keith Rooney	Mark Opels	Vince Cuchetto	Anthony Wesbrook	Dan Witkowski	James Kemper	Jeff Witt	Dave Zalesiak	Don Wilkins	Jacob Doub	Andrew Bevis	Nick Weinert	Bill Hudson
Fire Prevention Officer									✓					
Firefighter I, II, III									✓					
HAZMAT Responder									✓					
Instructor I, II									✓					
Management I, II									✓					
School Inspector									✓					
Tactics & Strategy									✓					

RÉSUMÉS

Résumés for all staff can be found in the pages that follow.

GERALD KEYS, MCP

Project Manager
Building Inspector
Plans Examiner

EDUCATION

University of Maryland
Bachelor of Science in Fire Sciences

ILLINOIS LICENSES & CERTIFICATIONS

Illinois State Board of Education
Building Code Plan Reviewer
Electrical Code Plan Reviewer
Energy Conservation Code Plan Reviewer
Fire Code Plan Reviewer
Mechanical Code Plan Reviewer

EXPERIENCE

- **Building Inspector/Plans Examiner,** SAFEbuilt, LLC | 2/2016 – Present
  - Perform full range of residential and commercial (IRC and IBC governed) Plan Reviews (includes electrical, if qualified). Identify and address areas of plan non-compliance.
  - Identify projects requiring outside technical resources—structural, mechanical, electrical engineering or other special plans examiner skills not present in the office. Manage the process of utilizing these services.
  - Ensure that customer commitments and company goals related to plan review turnaround times and field inspections are consistently met or exceeded.
  - Establish and implement building department and company policies and procedures in conjunction with Building Official.
  - Identify areas for improvement in office operations, customer service level, employee efficiency, and implement changes with approval of the Building Official.
  - Perform periodic site visits to review on-going projects (commercial and residential) to validate reviewed plans against actual projects.
  - Assumes the duties and responsibilities of the Building Official when required.
  - Randomly and periodically calculate permit and plan review fees manually and compare to software generated calculations.
  - Enter inspection and plan reviews results in appropriate software.
  - Attend jurisdiction board meetings, planning meetings or pre-construction meetings as required or requested.
  - Recommend code modifications and/or additions to customers as necessary to keep codes current.
- **Combination Plan Review/Inspector** City of Manassas, VA | 6/2014 – 2/2016
- **Code Compliance Manager** Engineering Consulting Services | 9/2011 – 5/2014
- **Code Development Specialist** Department of Consumer and Regulatory Affairs D.C. | 10/2007 – 9/2011
- **Chief Building Inspector** City of DeKalb, IL | 2/2005 – 10/2007
- **Residential Wood Framing Contractor** Stawicki Construction Co., Richton Park, IL | 9/1987 – 12/2005

ICC CERTIFICATIONS

ICC COMMERCIAL CONSTRUCTION

Accessibility Inspector/Plans Examiner
Building Inspector
Building Plans Examiner
Certified Building Code Official
Certified Building Official (CBO)

ICC COMMERCIAL CONSTRUCTION (CON'T)

Certified Electrical Code Official
Certified Mechanical Code Official
Certified Plumbing Code Official
Combination Plans Examiner
Combination Inspector
Commercial Building Inspector
Commercial Combination Inspector
Commercial Electrical Inspector
Commercial Mechanical Inspector
Commercial Plumbing Inspector
Electrical Inspector
Electrical Plans Examiner
Fuel Gas Inspector
Master Code Professional (MCP)
Mechanical Inspector
Mechanical Plans Examiner
Permit Technician
Plumbing Inspector
Plumbing Plans Examiner

ICC ENERGY AND GREEN CONSTRUCTION

Commercial Energy Inspector
Commercial Energy Plans Examiner
Energy Code Specialist
Green Building Residential Examiner
IgCC Commercial Inspector
IgCC Commercial Inspector w/ ASHRAE 189
IgCC Plans Examiner
IgCC Plans Examiner w/ ASHRAE 189

ICC RESIDENTIAL CONSTRUCTION

Residential Building Inspector
Residential Combination Inspector
Residential Electrical Inspector
Residential Energy Inspector/Plans Examiner
Residential Mechanical Inspector
Residential Plumbing Inspector

ICC SPECIAL INSPECTIONS

Soils Special Inspector
Spray-applied Fireproofing Special Inspector
Structural Steel and Bolting Special Inspector

ICC HOUSING AND CODE ENFORCEMENT

Certified Housing Code Official
Property Maintenance & Housing Inspector
Zoning Inspector

ICC FIRE AND DISASTER RESPONSE

Certified Fire Code Official
Disaster Response Inspector
Fire Inspector I
Fire Inspector II
Fire Plans Examiner

KEITH ROONEY

Plans Examiner

Building Inspector

CERTIFICATIONS AND LICENSES

International Code Council

Master Code Professional
Plumbing Plans Examiner
Electrical Plans Examiner
Residential Building Inspector
Building Plans Examiner
Commercial Building Inspector
Residential Electrical Inspector
Mechanical Inspector
Mechanical Plans Examiner
Electrical Code Official
Building Code Official
Residential Mechanical Inspector
Electrical Inspector
Residential Energy Inspector/ Plans Examiner
Building Inspector
Residential Plumbing Inspector
Master Code Professional
Accessibility Inspector/Plans Examiner
Commercial Plumbing Inspector
Commercial Electrical Inspector
Mechanical Code Official)
Commercial Mechanical Inspector
Plumbing Inspector
Building Code Specialist
Plumbing Code Specialist
Mechanical Code Specialist
Electrical Code Specialist)
Residential Combination Inspector
Combination Inspector
Combination Plans Examiner
Commercial Combination Inspector

City of Chicago

Licensed Electrician

WORK EXPERIENCE

- **Building Inspector/Plans Examiner**, SAFEbuilt, LLC | 2018 to Present
  - Inspect businesses for compliance with the International Fire Code as adopted and amended for enforcement by local Municipality/County.
  - Investigate complaints of alleged violations of fire regulations.
  - Inspect new construction projects and existing buildings, as required.
  - Identify and report violations and infractions of laws, ordinances and safety standards.
  - Use construction blueprints to inspect for compliance with codes and safety standards.
  - Prepare detailed records and reports of inspection activities.
  - May develop and/or present fire prevention education programs.
  - Attend town board meetings, planning meetings or pre-construction meetings as required or requested.
  - Attend required technical training each year to maintain level of continual education units required to maintain certifications.
  - Execute sound safety practices in the execution of daily activities and wear proper safety equipment at job sites.
- **Building Official,** City of Lockport, IL | 5/2011 to 2018
  - Supervision of department staff
  - Plan review, permit issuance and inspections
  - Code adoption and revisions.
- **Chief Building Official**, Village of Huntley, IL | 5/2005 to 5/2011
  - Supervision of inspection/code enforcement staff
  - Plan review, permit issuance and inspections
- **Building/Electrical Inspector**, Village of Round Lake, IL | 4/2002 to 5/2005
  - Residential and commercial electrical inspections
  - Mechanical, building inspections
  - Plan review, building permit issuance

MARK OPELS

Building Inspector
Plumbing Inspector
Plumbing Plans Examiner

LICENSES AND CERTIFICATIONS

International Code Council
Residential Mechanical Inspector
Residential Electrical Inspector
Residential Building Inspector
Commercial Plumbing Inspector
Residential Plumbing Inspector
Commercial Building Inspector
Commercial Mechanical Inspector
Residential Plans Examiner
Plumbing Inspector
Building Inspector
Mechanical Inspector
Residential Combination Inspector
Certified Building Official
Residential Energy Inspector/ Plans Examiner
Property Maintenance and Housing Inspector

State of Illinois
Certified Plumbing Inspector
Plumber's License, #058-102468

PROFESSIONAL AFFILIATIONS

Illinois Plumbing Inspectors Association-Chapter
International Association Plumbing & Mechanical Officials

WORK EXPERIENCE

- **Building Inspector/Plumbing Inspector**, SAFEbuilt | 2013 to Present
  - Perform assigned field inspections in accordance with adopted codes.
  - Collaborate with other inspectors to discuss code information and code interpretations to help ensure consistency of inspections.
  - Interpret and enforce the adopted building codes in a consistent manner for each jurisdiction assigned.
  - Document inspection results so that the information is clear, concise, complete, and understandable.
  - Perform inspections for existing client jurisdictions while identifying areas for improvement in customer service levels and implement changes with the approval of the Building Official.
  - Suggest/recommend procedures to improve operations.
  - Answer code related questions from builders and the general public.
  - Schedule/assign inspections, complete/result inspection tickets, generate and print out inspection tickets in jurisdiction relevant software package.
  - Attend town board meetings, planning meetings or pre-construction meetings as required or requested.
  - Compensation for attending board and planning meetings after normal work hours is addressed under SAFEbuilt Ambassador Program.
  - Attend scheduled training.
  - Execute sound safety practices in the execution of daily activities and wear proper safety equipment at job sites. Keep safety equipment in proper working condition and notify supervisor of any malfunctioning or missing safety equipment.
- **Plumbing Inspector**, Carpentersville, IL | 2009 to 2013
- **Owner/Operator**, Pipeworks | 1997 to 2013
- **Contract Plumbing Inspector**, Prospect Heights, IL | 1992 to 2013

VINCE CUCHETTO

Code Enforcement Officer

EDUCATION

Eastern Illinois University
Bachelor of Science in Business
Various Microsoft related courses including NT Administration, Access 2.0, A+ Certification

LICENSES AND CERTIFICATIONS

International Code Council
Property Maintenance and Housing Inspector

WORK EXPERIENCE

- **Code Enforcement Officer**, SAFEbuilt, LLC | 11/2018 to Present
- **Code Enforcement Manager (Appointed position by City Manager of Elgin)**, City of Elgin, IL | 5/2009 to 2018
  - Lead, direct and oversee nine direct reports consisting of seven Code Enforcement Officers and two part-time weed inspectors; providing annual reviews, conflict resolution and disciplinary action when warranted
  - Oversee the Rental Licenses
  - Adjudication Administrator; act as prosecutor for ordinance violations
  - Developed relationship with external organizations to providing education and supportive services to Elgin residents
  - Successful management of a 1.6 million annual budget
  - Assisted in the development, training and implementation of Electronic Reporting and Electronic citation system
  - Collaborated with Elgin Police Department for installation of mobile computing system in fleet vehicles
  - Voluntary winterization of Real Estate Owned homes providing services in the prevention of interior damage of unoccupied homes
  - Perform housing occupancy inspections for tenant violations with Code Enforcement Office and translator
  - Read architectural drawings and issue concerns for Development Applications
  - Elgin Police Chief Commendation - November 2010
  - Received Declaration from the Mayor of Elgin for Code Officer Appreciation April 2013
- **Code Enforcement Supervisor**, City of Elgin, IL | 11/2006 to 5/2009
  - Supervised ten Code Enforcement Officers, one paralegal, one Code Tech and the Rental License Coordinator
  - Responsible for the training and direction of new employees; disciplinary action when warranted
  - Performed and participated in citizen presentations bringing awareness and understanding of procedure and process to the community
- **Code Enforcement Officer**, City of Elgin, IL | 1/2006 to 11/2006
  - Commercial and residential Code Enforcement Officer; duties included business occupancy inspections, rental license and property maintenance inspections in the commercial district.
  - Weekend Code Enforcement Officer responding to emergency situations
- **Business Owner**, Cuchetto Home Inspection | 1/2004 to Present
  - Illinois State Licensed Home / Commercial Inspector (450.0001393)
  - Provide Home warranty inspections, pre-listing inspections, home energy Tune Up analysis, safety checks for the elderly and commercial real estate inspections
  - Increased the number of inspections performed from 50 in the first year to 250 per year within the third year of business.

  - Generated referrals through building relationships with Realtors, Attorneys and Mortgage Brokers
  - Provided inspection training to Realtors utilizing digital media and on site inspections
- **Vice President - Production Management**, American Litho/Golden Graphics | 12/2002 to 12/2003
  - Supervise print production ensuring accuracy
  - Perform color approvals
  - Generate Billing
  - Provide Customer Service and satisfaction
  - Calculated competitive quotations generating sales and increased revenue
  - Coordination of vendors securing materials for production
  - Secure freight
- **Independent Sales Consultant/Project Manager/Business Owner**, Graphic Alliance, Chetco LTD - Independent Broker | 1979 to 2/2000 to 9/2002
  - Commissioned Sales of Digital Printing, Graphic Design and Digital Photography
  - Business owner specializing in technology and quality
  - Project Manager on all new and existing accounts

ANTHONY WESBROOK

Building Inspector

EDUCATION

Keller Graduate School of Management, Master of Science in Project Management, October 2013

DeVry University, Bachelor of Science in Network and Communications Management, June 2008

LICENSES AND CERTIFICATIONS

International Code Council
Residential Building Inspector
Residential Mechanical Inspector
Property Maintenance and Housing Inspector

State of Illinois
Home Inspector, #450010855

WORK EXPERIENCE

- **Building Inspector/Plans Examiner,** SAFEbuilt, 2/2018 to Present
  - Perform Inspector duties in various villages and towns within the State of Illinois on residential and commercial buildings to ensure conformance with municipal codes and regulations.
  - Identify and report violations and infractions of laws, ordinances and safety standards.
  - Prepare detailed records and reports of inspection activities.
  - Perform full range of residential and commercial (IRC and IBC governed) Plan Reviews (includes electrical, if qualified). Identify and address areas of plan non-compliance.
  - Identify projects requiring outside technical resources—structural, mechanical, electrical engineering or other special plans examiner skills not present in the office and retain these services.
  - Ensure that customer commitments and company goals related to plan review turnaround times and field inspections are consistently met.
  - Attend town board meetings, planning meetings or pre-construction meetings as required or requested.
  - Attend required technical training each year to maintain level of continual education units required to maintain certifications.
- **Building Inspector,** B & F Construction Code Services, Inc – Elgin, IL, 2/2017 to 2/2018
  - Responsible for inspecting residential and commercial buildings such as footings, foundations, structural, energy, electrical and mechanical components. Examines structures to ensure structures have been built to plans with compliance of building codes and ordinances.
- **State Licensed Home Inspector – Owner Operator,** Inspect Pros – Oak Brook, IL, 9/2012 to Present
  - Inspect single and multi-family dwellings, including rental properties, to educate clients with basic building standards that included proper building practices, areas that require extensive repairs, general maintenance issues, and fire and safety concerns
- **Project Manager,** R3 Restoration, Blue Island, IL, 2/2005 to 10/2012
  - Project manager for a general contracting firm that offers a number of services including residential and commercial carpentry, flat concrete work, roofing, and residential remodeling.
  - Directed the efficient development of foundations, structural concrete, seawalls, and structural rebuilds.
  - Effectively managed and strengthened relationships with clients, architects, engineers, building officials, and bank representatives.
  - Supervised and motivated teams of up to 5 in-house employees and various subcontractors.
  - Oversaw daily operations, sub-contractor arrangements, quality control, job site coordination, and client meetings. Managed payroll, budgeting, and job safety.
  - Developed design and rebuild drawings and obtained permits. Read and laid out and blueprints, produced cost/price estimates, and ordered materials.

DAN WITKOWSKI

Building Inspector
Plumbing Inspector

EDUCATION

Technical Secondary School of Building Engineering
Plumbing Trade Diploma

LICENSES AND CERTIFICATIONS

State of Illinois
Certified Plumbing Inspector
Plumber's License
#058-143421

WORK EXPERIENCE

- **Plumbing Inspector/Combination Inspector**, SAFEbuilt, LLC | 10/2019 to Present
  - Perform Inspector duties in various villages and towns within the State of Illinois on residential and commercial buildings to ensure conformance with municipal codes and regulations.
  - Review plans and construction documents submitted with permit applications, record findings and recommend changes needed to comply with plumbing and building code provisions.
  - Conduct field inspections on new construction, renovations, additions, repairs and installation of plumbing systems, including inspections of water and sewer services, backfill, and verification of absence of cross connections as well as concrete prepours, foundations, insulation, fire blocking,
  - HVAC, and Demolition/New Construction site inspections.
  - Explain and interpret municipal code requirements, identify materials and installation methods that are not in compliance with local code, explain the code violations to contractors and building owners and recommend changes needed for compliance with code.
  - Ensure projects inspected are performed in compliance with permits and work is completed by a properly licensed contractor.
  - Complete inspection reports, investigate and document complaints, prepare notices, orders and correspondence in order to convey inspection results, decisions and actions.
  - Maintain an electronic record of inspections, findings and detailed notes utilizing computerized database.
  - Safely operate and conduct routine maintenance of vehicles and equipment.
- **Plumbing Inspector**, Licensed Plumber/Proprietor, Elite Plumbing, Inc. - Chicago, IL | 10/1996 to 10/2019
  - Possesses extensive experience in installation, repair, planning, inspecting and servicing of plumbing systems in commercial, residential and mixed-use buildings in various stages of constructions.
  - Conduct plan reviews, draft changes and communicate findings to appropriate parties.
  - Report non-compliant plumbing systems to contractors and building owners.
  - Understand prints and manufacturer specifications of materials and apparatus.
  - Oversight of operations and personnel, including job scheduling and fleet management.
  - Conduct onsite meetings at various projects with trades, architects and homeowners.
  - File paperwork with city, state, and local municipalities in order to obtain building permits.
  - Interpret Plumbing Code to adhere to municipal amendments and provide solutions and guidance to meet code compliance.
  - Read and interpret contracts, engineering notes and architectural drawings.

- Prepare bids, estimates, handle accounts receivable and payable.
- Attend education classes, seminars and trade conferences in order to maintain licenses and stay up to date with industry trends and regulations.
- Generated referrals through building relationships with Realtors, Attorneys and Mortgage Brokers
- Provided inspection training to Realtors utilizing digital media and on site inspections

JAMES KEMPER

Building Inspector
Plumbing Inspector

EDUCATION

United States Army Field Artillery School, Ft. Sill, OK - Field Artillery Meteorology Diplomoa - MOS 0847

U.S. Military on the Job Training, Camp Lejeune, NC - Fire Directory Control Man (FDC) - MOS 0844

Plumbers Joint Apprenticeship Committee, Chicago, IL - Plumbers Apprentice School United States Department of Labor - Certificate of Completion

LICENSES AND CERTIFICATIONS

State of Illinois
Certified Plumbing Inspector
Plumber's License
#058-197312

City of Chicago
Journeyman Plumber

PROFESSIONAL AFFILIATIONS

American Legion - 1996 - Present

Knights of Columbus - 2007 - Present – Grand Knight - June 2008 - 2009 and June 2009 - 2010 – Trustee - June 2010 - Present

WORK EXPERIENCE

- **Building Inspector/Plumbing Inspector,** SAFEbuilt, December 2013 to Present
  - Perform Inspector duties in various villages and towns within the State of Illinois on residential and commercial buildings to ensure conformance with municipal codes and regulations.
  - Review plans and construction documents submitted with permit applications, record findings and recommend changes needed to comply with plumbing and building code provisions.
  - Conduct field inspections on new construction, renovations, additions, repairs and installation of plumbing systems, including inspections of water and sewer services, backfill, and verification of absence of cross connections as well as concrete prepours, foundations, insulation, fire blocking,
  - HVAC, and Demolition/New Construction site inspections.
  - Explain and interpret municipal code requirements, identify materials and installation methods that are not in compliance with local code, explain the code violations to contractors and building owners and recommend changes needed for compliance with code.
  - Ensure projects inspected are performed in compliance with permits and work is completed by a properly licensed contractor.
  - Complete inspection reports, investigate and document complaints, prepare notices, orders and correspondence in order to convey inspection results, decisions and actions.
  - Maintain an electronic record of inspections, findings and detailed notes utilizing computerized database.
  - Safely operate and conduct routine maintenance of vehicles and equipment.
- **Plumbing Inspector,** TPI Building Code Consultants – St. Charles, IL, October 2011 to November 2013
- **Trustee,** Village of Hanover Park, IL, May 2011 to Present
- **North West Joint Action Water Association Board of Directors / Alternate,** Village of Hanover Park, IL, May 2011 to Present
- **Independent Business Agent,** Primerica Financial Services, Elk Grove, IL, April 2009 to Present
  - Life Insurance/Financial Services
- **Journeyman Plumber,** Corporate Plumbing Inc. - Wauconda, IL, May 2008
  - Plumbing installation, production positioning and design
- **Journeyman Plumber/Foreman,** Werner, Nugent Plumbing Company - Posen, IL, July 2007 to January 2008
  - Supervisory management, plumbing installation and repair, product positioning and design

- **Journeyman Plumber/Foreman,** AM Mechanical Inc. - Chicago, IL, May 2006 to March 2007
  - Supervisory management, plumbing installation and repair, product positioning and design
- **Journeyman Plumber,** Epic Plumbing and Mechanical - Palatine, IL
  - Plumbing installation and repair, product positioning and design
- **Journeyman Plumber,** Bruno Francis Plumbing Company - Chicago, IL, April 2004 to May 2004
  - Plumbing installation and repair, product positioning and design
- **Journeyman Plumber/Foreman,** Wheeling Plumbing Company Wheeling, IL, October 1998 to February 2004
  - Supervisory management, plumbing installation and repair, product positioning and design.

JEFFREY A. WITT

Building Inspector

EDUCATION

Joliet Junior College
Associates Degree, Applied Science Supervision

Blackhawk Community College

CERTIFICATIONS

International Code Council
Commercial Building Inspector
Building Inspector
Residential Building Inspector

WORK EXPERIENCE

- **Combination Inspector**, SAFEbuilt, LLC | 10/2019 to Present
  - Perform Inspector duties in various villages and towns within the State of Illinois on residential and commercial buildings to ensure conformance with municipal codes and regulations..
  - Identify and report violations and infractions of laws, ordinances and safety standards.
  - Prepare detailed records and reports of inspection activities.
  - May develop and/or present fire prevention education programs.
  - Attend town board meetings, planning meetings or pre-construction meetings as required or requested.
  - Attend required technical training each year to maintain level of continual education units required to maintain certifications.
  - Execute sound safety practices in the execution of daily activities and wear proper safety equipment at job sites.
- **Owner,** Carpenter Associates, Plainfield, IL, 1992 to Present
  - General Contractor Carpenter Contractor
  - Involved in multiple types of residential and commercial projects
  - Responsible for all procedures and tasks of operating a construction company
  - Oversaw permit process
  - Supervised inspections
  - Reviewed plot and print plans for code requirements
- **General Manager,** Glenmark Builders Inc., Willowbrook, IL 1986 to 1992
  - In-charge of bidding, hiring and allocating personnel
  - Completed scheduling and procurement of supplies and equipment
  - Organized and led safety and foreman meetings
  - Responsible for company growth; 7 to 65 employees producing 200+ housing units per year
- **Carpenter,** Frank Witt Construction, East Moline, IL, post college to 1986
  - General Contractor and Carpenter Contractor
  - Custom housing and carpentry subcontracting of residential and commercial projects

DAVID ZALESIAK

Fire Inspector

EDUCATION

Benedictine College
A.S., Business Administration

LICENSES & CERTIFICATIONS

International Code Council (ICC)
Fire Inspector I

State of Illinois
Office of State Fire Marshal
Auto Extrication
Fire and Arson Investigator
Fire Apparatus Engineer
Fire Officer One
Fire Prevention Officer
Firefighter I, II, III
HAZMAT Responder
Instructor I, II
Management I, II
School Inspector
Tactics & Strategy I

PROFESSIONAL AFFILIATIONS

Illinois Society of Fire Service Instructors

Mr. Zalesiak is a fire marshal with many years of diversified experience in problem identification and resolution, communication, and the development of relationships with people of all ages. Fire duties include fire code enforcement and the investigation of fires to determine cause. As for non-fire skills, a professional manager with a track record for building successful teams and developing people through teaching and patience. Recognized for creating well organized and maintained operations and for building relationships with people. Also respected by those reporting to him for setting standards of performance, rewarding good performers, being fair, while creating a fun, pleasant, and energetic working environment.

EXPERIENCE

- **Fire Inspector** SAFEbuilt Illinois, LLC | 2019 – Present
- **Fire Marshal** Westmont Fire Department; Westmont, IL | 2018 – 2019
  - Responsible for inspections and enforcing building codes of buildings in the village, and education of the public.
  - Investigate structure fires after a fire has been extinguished.
- **Fire Marshal/Fire Investigator/Inspector Code-Enforcement** Tri-State Fire Protection District | 1996 – 2018
  - Responsible for inspections and enforcing building codes of buildings in the district, construction plan examination, and education of the public.
  - In charge of the fire scene after a fire has been extinguished. Then responsible for each fire scene, creating detailed reports, supervising as many as 25 people on the scene, and handling media.
- **Firefighter, EMT, & Public Education Officer** Westmont Fire Department; Westomont, IL | 1992 – 1995
  - Responded to fire related emergency calls and vehicle accidents, and also taught safety to business, school children, and homeowners.
- **Lieutenant, Firefighter, EMT, & Public Education Officer** Clarendon Heights/Tri-State Fire District; Clarendon, IL | 1990 – 1996
  - Supervised firefighters, responded to fire related emergency calls, vehicle accidents, and taught fire safety to businesses, school children, and homeowners.
  - Designed and managed all special events such as fundraisers and campaigns.

DON WILKINS

Plans Examiner

CERTIFICATIONS

International Code Council
Master Code Professional
Accessibility Inspector/Plans Examiner
Building Code Specialist
Building Inspector
Building Plans Examiner
Certified Building Official
Certified Fire Marshal
Combination Inspector
Combination Inspector - Legacy
Commercial Combination Inspector
Electrical Code Specialist
Electrical Inspector
Electrical Plans Examiner
Fire Code Specialist
Fire Inspector I
Fire Inspector II
Fire Plans Examiner
Mechanical Inspector
Mechanical Inspector UMC
Plumbing Code Specialist
Plumbing Inspector
Plumbing Inspector UPC
Plumbing Plans Examiner
Residential Energy Inspector/ Plans Examiner

International Association of Electrical Inspectors
One & Two Family Dwelling
General Electrical Inspector
Electrical Plan Review

National Fire Protection Association
Certified Fire Inspector I, II, III
Certified Plans Examiner I, II

Mr. Wilkins has 24 years of experience in Plan Review and Inspections. His experience includes providing services as Building Inspector and Plans Examiner for three Nevada communities over the course of 10 years. He was also a Chief of the Fire Protection Engineering Bureau in Carson City, Nevada. In Georgia, he was formerly the Building Official of Peachtree Corners prior to joining SAFEbuilt in 2015.

EXPERIENCE

- **National Plan Review Regional Manager/Chief Building Official/ Fire Marshal/Fire Plans Examiner** SAFEbuilt, LLC | 2015 – Present
  - Assigned to the National Plan Review team within SAFEbuilt, which reviews projects for clients in multiple states and municipalities.
  - Perform plan reviews for projects from one-and two- family dwellings to high rise construction to determine compliance with adopted codes, amendments, state laws, and/or local ordinances.
  - Manage plan review teams for large projects.
  - Manage client relationships with municipalities and individual clients for third-party plan reviews.
  - Assist with SAFEbuilt's Internal Quality Control program, performing peer-to-peer audits of other Building and Fire Plans Examiners.
- **Building Official** Charles Abbott Associates; Atlanta, GA | 2015
- **Building Official** City of Peachtree Corners, GA | 2014 – 2015
- **Chief** Fire Protection Engineering Bureau, Nevada State Fire Marshal Division; Carson City, NV | 2011 – 2014
- **Plans Examiner III** Carson City Building Division; Carson City, NV | 2006 – 2010
- **Building Inspector/Plans Examiner** Douglas County Building Division; Minden, NV | 2001 – 2006
- **Building Inspector III** Humboldt County Building Department; Winnemucca, NV | 1999 – 2001

ANDREW BEVIS

Plans Examiner

EDUCATION

Southern Illinois University
Bachelor of Science in Architectural Studies

ICC CERTIFICATIONS

Master Code Professional
Accessibility Inspector/Plans Examiner
Building Code Specialist
Building Inspector
Building Plans Examiner
Certified Building Official
Combination Inspector
Commercial Building Inspector
Commercial Combination Inspector
Commercial Electrical Inspector
Commercial Fire Sprinkler Inspector
Commercial Fire Sprinkler Plans Examiner
Commercial Mechanical Inspector
Commercial Plumbing Inspector
Electrical Inspector
Fire Inspector I
Fire Plans Examiner
ICC/AACE Property Maintenance and Housing Inspector
Mechanical Code Specialist
Mechanical Inspector
Mechanical Plans Examiner
Plumbing Code Specialist
Plumbing Inspector
Plumbing Plans Examiner
Residential Building Inspector
Residential Combination Inspector
Residential Electrical Inspector
Residential Energy Inspector/Plans Examiner
Residential Fire Sprinkler Inspector/Plans Examiner
Residential Mechanical Inspector
Residential Plans Examiner
Residential Plumbing Inspector

EXPERIENCE

- **Plans Examiner** SAFEbuilt, LLC | 2016 – Present
  - Perform full range of residential and commercial (IRC and IBC governed) Plan Reviews (includes electrical). Identify and address areas of plan non-compliance.
  - Identify projects requiring outside technical resources—structural, mechanical, electrical engineering or other special plans examiner skills not present in the office. Manage the process of utilizing these services.
  - Ensure that customer commitments and company goals related to plan review turnaround times and field inspections are consistently met or exceeded.
  - Establish and implement building department and company policies and procedures in conjunction with Building Official.
  - Identify areas for improvement in office operations, customer service level, employee efficiency, and implement changes with approval of the Building Official.
  - Perform periodic site visits to review on-going projects (commercial and residential) to validate reviewed plans against actual projects.
  - Assumes the duties and responsibilities of the Building Official when required.
  - Randomly and periodically calculate permit and plan review fees manually and compare to software generated calculations.
  - Enter inspection and plan reviews results in appropriate software.
  - Attend town board meetings, planning meetings or pre-construction meetings as required or requested.
  - Recommend code modifications and/or additions to customers as necessary to keep codes current.
- **Building Inspector** City of Mt. Vernon; Mt. Vernon, IL | 2013 – 2016
  - Inspected non-owner occupied dwellings to determine compliance with the City's non-owner occupied housing code.
  - Maintained records related to the City's non-owner occupied housing code including scheduling of inspections and tracking corrective action orders and occupancy certificates.
  - Inspected building under construction, alteration or repair for compliance with the building, heating, plumbing, electrical and zoning codes requirements; coordinates inspection activities with appropriate City departments.
  - Reviewed and approves plans for commercial, industrial, and residential building and remodeling projects; issues proper permits and zoning approval once code requirements have been satisfied.
- **Inspector** FEMA, USA per diem; New York, NY | 2012 – 2013
- **Drafter** Contempri Homes; Pickneyville, IL | 2010 – 2011

JACOB DOUB

Plans Examiner

ICC CERTIFICATIONS

Master Code Professional

Accessibility Inspector/Plans Examiner
Building Code Specialist
Building Inspector
Building Plans Examiner
Certified Building Official
Certified Fire Marshal
Coastal and Floodplain Construction Inspector
Combination Inspector
Combination Plans Examiner
Commercial Building Inspector
Commercial Combination Inspector
Commercial Electrical Inspector
Commercial Energy Inspector
Commercial Energy Plans Examiner
Commercial Mechanical Inspector
Commercial Plumbing Inspector
Electrical Code Specialist
Electrical Inspector
Electrical Plans Examiner
Fire Code Specialist
Fire Inspector I
Fire Inspector II
Fire Plans Examiner
Fuel Gas Inspector
Mechanical Code Specialist
Mechanical Inspector
Mechanical Plans Examiner
Plumbing Code Specialist
Plumbing Inspector
Plumbing Plans Examiner
Property Maintenance and Housing Inspector
Residential Building Inspector
Residential Combination Inspector
Residential Electrical Inspector
Residential Energy Inspector/Plans Examiner
Residential Fire Sprinkler Inspector/Plans Examiner
Residential Mechanical Inspector
Residential Plumbing Inspector

EDUCATION

Academy of Art University
Bachelor of Architecture

EXPERIENCE

- **Plans Examiner** SAFEbuilt | 2015 – Present
  - Perform full range of residential and commercial (IRC and IBC governed) Plan Reviews (includes electrical, if qualified). Identify and address areas of plan non-compliance.
  - Identify projects requiring outside technical resources—structural, mechanical, electrical engineering or other special plans examiner skills not present in the office. Manage the process of utilizing these services.
  - Ensure that customer commitments and company goals related to plan review turnaround times and field inspections are consistently met or exceeded.
  - Establish and implement building department and company policies and procedures in conjunction with Building Official.
  - Identify areas for improvement in office operations, customer service level, employee efficiency, and implement changes with approval of the Building Official.
  - Perform periodic site visits to review on-going projects (commercial and residential) to validate reviewed plans against actual projects.
  - Randomly and periodically calculate permit and plan review fees manually and compare to software generated calculations.
  - Attend town board meetings, planning meetings or pre-construction meetings as required or requested.
  - Recommend code modifications and/or additions to customers as necessary to keep codes current.
- **Building Official/Floodplain Manager/Harbour Master** Town of Ocean City, MD | 6/2019 – Present
  - Perform administrative, supervisory, code enforcement, and building inspection duties necessary to manage the building, housing, plumbing, electrical, mechanical, and waterway activity plan review, permit and inspection functions for the Building Inspection Division.
  - Supervise 6 to 8 technical and administrative staff as required to enforce the Town of Ocean City Codes including application, plan review and approval activities, permitting, field inspection activities, and code enforcement.
- **Owner/Designer, Southern Pine Design** Salisbury, MD | 2015 – Present
- **Deputy Building Official/Fire Official/Floodplain Manager** Town of Kiawah Island, SC | 4/2015 – 6/2019
- **Building Official** Limerick Township, PA | 2014 – 2015
- **Building Official/Plan Review Department Supervisor** Middle Department Inspection Agency, Inc.; Wexford, PA | 2014 – 2015

NICK WEINERT, MCP

Combination Inspector/ Plans Examiner

EDUCATION

FEMA ICS 100
FEMA ICS 200
FEMA ICS 300
FEMA ICS 400
FEMA L278 NFIP
FEMA E0273

LICENSES & CERTIFICATIONS

International Code Council

Master Code Professional
Certified Building Official
Accessibility Inspector/Plans Examiner
Property Maintenance & Housing Inspector
Building Plans Examiner
Residential Plans Examiner
Combination Inspector
Commercial Building Inspector
Commercial Electrical Inspector
Commercial Mechanical Inspector
Commercial Plumbing Inspector
Residential Building Inspector
Residential Electrical Inspector
Residential Mechanical Inspector
Residential Plumbing Inspector
Commercial Energy Inspector
Commercial Energy Plans Examiner
Residential Energy Inspector / Plans Examiner

State of Illinois

Department of Health Food Sanitation #1914557
Board of Education Qualified Plan Reviewer and Inspector
Licensed Real Estate Inspector #450.000014

Mr. Weinert is a Combination Inspector/Plans Examiner who has supervised or managed personnel for over 25 years. He has been involved with the building trades at a national level for over 30 years.

EXPERIENCE

- **Building Official** SAFEbuilt, LLC | 2022 – Present
  - Suggest/recommend procedures and processes to improve operations.
  - Be available, responsive, knowledgeable, and cordial to customer and client requests for information.
  - Answer code related questions from builders and the general public.
- **Building Superintendent** Village of Midlothian | 2018 – Present
  - Responsible for all facets of Building Department operations.
  - Create and implement Village Ordinances, Building Department forms, policies and procedures.
  - Perform plan reviews, inspections and code enforcement, business licensing and rental property registration programs, department budgeting, adjudications and other duties as required.
- **Building Inspector II** HR Green | 2016 – 2018
  - Perform residential, commercial and industrial properties plan reviews and inspections for various municipalities in the greater Chicago area as assigned by HR Green.
  - Primary daily responsibilities are for the Village of New Lenox.
- **Building Commissioner** Village of Westmont | 2015 – 2016
- **Director of Building Standards** Village of Bradley | 2013 – 2014
- **Building Commissioner** Village of Calumet Park | 2006 – 2013
- **Building Inspector | 2002 – 2006**
  - Illinois Licensed Home Inspector performing over 50 types of residential and commercial building inspections for real estate transactions in the greater Chicago area.
  - Inspections often include radon testing and mold sampling.
- **Medical Field Service | 1980 – 2002**
  - Field Service Engineer maintaining CT and MRI Systems.
  - Promoted to Chicago Area Supervisor in 1983 and again to Chicago Service Manager in 1995.
  - Manage 25 engineers in a multi-state area and involved nationally in site design, construction, system installations, maintenance and personnel training while maintaining outstanding customer satisfaction.
- **United States Navy** Submarine Servicel 1974 – 1980
  - Honorably Discharged Intercontinental Ballistic Missile Fire Control Technician.

PROFESSIONAL MEMBERSHIPS

- International Code Council #800318
- South Suburban Building Officials Association

BILL HUDSON, CBO, MCP

Plans Examiner & Building Official

EDUCATION

Ashbury College in Wilmore, KY
BA in Biblical Studies with a minor in Chemistry
Trinity International University; Deerfield, IL
Graduate Studies in Counseling/ Psychology

PROFESSIONAL MEMBERSHIPS AND AFFILIATIONS

Illinois Association of Code Enforcement
Suburban Building Officials Conference
International Code Council
Safety Advocates for Tents & Special Events (SAFTSE)

Bill Hudson, CBO, MCP, currently supports several communities in Florida with Building Official and Project Management services. As one of approximately 800 certified Master Code Professionals worldwide, he has a broad base of experience, including Facilities Manager, General Contractor, Inspector, Plan Reviewer, Building Official, Code Instructor, and Author. In addition to his regular duties, which involve the day-to-day application of the codes, he has had the privilege of working with the International Code Council as a Subject Matter Expert, Technical Reviewer, Author, and Instructor.

As an instructor, he typically teaches between 10 and 15 classes per year and has had the opportunity to teach both in the United States and internationally. In addition to training activities, Mr. Hudson has served as President, Vice President (Training), and Executive Board Member of the Suburban Building Officials Conference (SBOC) and currently serves on four Underwriters Laboratories Standards Technical Panels.

EXPERIENCE

- **Building Official/Project Manager** Calvin, Giordano & Associates, Inc. | 2019 – Present
  - Applies knowledge of building codes, policies, and procedures to the day-to-day functions of the building department.
  - Serves as the primary liaison with our clients in this area and is responsible for ensuring that we deliver the highest level of customer service.
  - Attends department and community meetings as required by the client.
  - Performs some plan reviews, both commercial and residential, in all trades.
  - Performs inspection support as needed.
  - Supervises building department staff.
- **Building Official** Village of Oak Brook, IL | 2008 – 2019
  - Managed and supervised the building division for his entire tenure and served as Fire Marshal for six years.
- **Building Official** City of Countryside, IL | 2006 – 2008
  - Administered Building, Zoning, and Property Standards for the City.
- **Chief Property Inspector** Village of Oak Park, IL | 2002 – 2006
  - Supervised the Property Inspection Division of the Village of Oak Park.
  - Supervised Property Standards staff.
  - Supervised and conducted all HQS inspections under the 2003 International Property Maintenance Code.
  - Performed housing rehabilitation pre-construction inspections; plan review for permit applications; field inspections of projects under permit.
  - Developed and implemented departmental emergency/disaster plan.

SAFEbuilt.

LICENSES AND CERTIFICATIONS

Keith Rooney	Grayslake	IL	Plumbing Plans Examiner (expires 07/14/2024) Certified Building Official (expires 07/14/2024) Electrical Plans Examiner (expires 07/14/2024) Residential Building Inspector (expires 07/14/2024) Building Plans Examiner (expires 07/14/2024) Commercial Building Inspector (expires 07/14/2024) Residential Electrical Inspector (expires 07/14/2024) Mechanical Inspector (expires 07/14/2024) Mechanical Plans Examiner (expires 07/14/2024) Certified Electrical Code Official (expires 07/14/2024) Certified Building Code Official (expires 07/14/2024) Residential Mechanical Inspector (expires 07/14/2024) Electrical Inspector (expires 07/14/2024) Residential Energy Inspector/Plans Examiner (expires 07/14/2024) Building Inspector (expires 07/14/2024) Residential Plumbing Inspector (expires 07/14/2024) Master Code Professional (expires 07/14/2024) Accessibility Inspector/Plans Examiner (expires 07/14/2024) Commercial Plumbing Inspector (expires 07/14/2024) Commercial Electrical Inspector (expires 07/14/2024) Certified Mechanical Code Official (expires 07/14/2024) Commercial Mechanical Inspector (expires 07/14/2024) Plumbing Inspector (expires 07/14/2024) Building Code Specialist (expires 07/14/2024) Plumbing Code Specialist (expires 07/14/2024) Mechanical Code Specialist (expires 07/14/2024) Electrical Code Specialist (expires 07/14/2024) Residential Combination Inspector (expires 07/14/2024) Combination Inspector (expires 07/14/2024) Combination Plans Examiner (expires 07/14/2024) Commercial Combination Inspector (expires 07/14/2024)
Gerald Keys	Grayslake	IL	Certified Plumbing Code Official (expires 07/14/2024) Accessibility Inspector/Plans Examiner (expires 07/14/2024) Commercial Plumbing Inspector (expires 07/14/2024) Residential Combination Inspector (expires 07/14/2024) Combination Plans Examiner (expires 07/14/2024) Certified Housing Code Official (expires 07/14/2024) Structural Steel and Bolting Special Inspector (expires 07/14/2024) Soils Special Inspector (expires 07/14/2024) Electrical Plans Examiner (expires 07/14/2024) Certified Building Code Official (expires 07/14/2024) Residential Electrical Inspector (expires 07/14/2024) Mechanical Inspector (expires 07/14/2024) Certified Building Official (expires 07/14/2024) Residential Mechanical Inspector (expires 07/14/2024) Certified Fire Code Official (expires 07/14/2024) Permit Technician (expires 07/14/2024) Plumbing Plans Examiner (expires 07/14/2024) Commercial Mechanical Inspector (expires 07/14/2024) Electrical Inspector (expires 07/14/2024) Residential Energy Inspector/Plans Examiner (expires 07/14/2024) Energy Code Specialist (expires 07/14/2024) Fire Plans Examiner (expires 07/14/2024) Disaster Response Inspector (expires 07/14/2024) IgCC Plans Examiner (expires 07/14/2024)		Property Maintenance and Housing Inspector (expires 07/14/2024) Green Building - Residential Examiner (expires 07/14/2024) Mechanical Plans Examiner (expires 07/14/2024) Building Plans Examiner (expires 07/14/2024) Fire Inspector I (expires 07/14/2024) Certified Mechanical Code Official (expires 07/14/2024) Master Code Professional (expires 07/14/2024) Residential Plumbing Inspector (expires 07/14/2024) Building Inspector (expires 07/14/2024) Commercial Building Inspector (expires 07/14/2024) Spray Applied Fire Proofing Special Inspector (expires 07/14/2024) Residential Building Inspector (expires 07/14/2024) Certified Electrical Code Official (expires 07/14/2024) IgCC Commercial Inspector (expires 07/14/2024) IgCC Commercial Inspector with ASHRAE 189.1 (expires 07/14/2024) Combination Inspector (expires 07/14/2024) Commercial Energy Plans Examiner (expires 07/14/2024) Fire Inspector II (expires 07/14/2024) Commercial Electrical Inspector (expires 07/14/2024) IgCC Plans Examiner with ASHRAE 189.1 (expires 07/14/2024) Zoning Inspector (expires 07/14/2024) Commercial Energy Inspector (expires 07/14/2024) Commercial Combination Inspector (expires 07/14/2024) Fuel Gas Inspector (expires 07/14/2024) Plumbing Inspector (expires 07/14/2024) Permit Specialist (expires 07/14/2024) Building Code Specialist (expires 07/14/2024) Plumbing Code Specialist (expires 07/14/2024) Electrical Code Specialist (expires 07/14/2024) Mechanical Code Specialist (expires 07/14/2024) Fire Code Specialist (expires 07/14/2024) Housing and Zoning Code Specialist (expires 07/14/2024)

Certified under this name	City	State	Certificates
Mark Opels	McHenry	IL	Residential Mechanical Inspector (expires 05/02/2028) Residential Electrical Inspector (expires 05/02/2028) Residential Building Inspector (expires 05/02/2028) Commercial Plumbing Inspector (expires 05/02/2028) Residential Plumbing Inspector (expires 05/02/2028) Commercial Building Inspector (expires 05/02/2028) Commercial Mechanical Inspector (expires 05/02/2028) Residential Plans Examiner (expires 05/02/2028) Plumbing Inspector (expires 05/02/2028) Building Inspector (expires 05/02/2028) Mechanical Inspector (expires 05/02/2028) Residential Combination Inspector (expires 05/02/2028) Certified Building Official (expires 05/02/2028) Residential Energy Inspector/Plans Examiner (expires 05/02/2028) Property Maintenance and Housing Inspector (expires 05/02/2028)

ILLINOIS DEPARTMENT OF PUBLIC HEALTH
IDPH
PROTECTING HEALTH, IMPROVING LIVES

Plumber License Search Results

Name	Mark Opels	License Number	058-102468
Address		License Type	Illinois Plumber - Certified Plumbing Inspecto
Phone		License Status	Active
Employer	Certified Plumbing Inspector	Renewal Date	04/30/2024
		Licensed Since	06/09/1980
		CE	6

Anthony Wesbrook	Maywood	IL	Residential Building Inspector (expires 08/28/2024) Residential Mechanical Inspector (expires 08/28/2024) Property Maintenance and Housing Inspector (expires 08/28/2024)

Jeffrey Witt	Plainfield	IL	Commercial Building Inspector (expires 01/30/2026) Building Inspector (expires 01/30/2026) Residential Building Inspector (expires 01/30/2026)

ILLINOIS DEPARTMENT OF PUBLIC HEALTH
IDPH
PROTECTING HEALTH, IMPROVING LIVES

Plumber License Search Results

Name	BOGDAN WITKOWSKI	License Number	058-143421
Address		License Type	Illinois Plumber - Certified Plumbing Inspector
Phone		License Status	Active
Employer	Certified Plumbing Inspector	Renewal Date	04/30/2024
		Licensed Since	07/25/1996
		CE	6

ILLINOIS DEPARTMENT OF PUBLIC HEALTH
IDPH
PROTECTING HEALTH, IMPROVING LIVES

Plumber License Search Results

Name	JAMES M KEMPER	License Number	058-197312
Address		License Type	Illinois Plumber - Certified Plumbing Inspector
Phone		License Status	Active
Employer	Certified Plumbing Inspector	Renewal Date	04/30/2024
		Licensed Since	02/11/2015
		CE	6

Donald Wilkins	Alpharetta	GA	Combination Inspector - Legacy (expires 07/14/2027) Commercial Combination Inspector (expires 07/14/2027) Fire Code Specialist (expires 07/14/2027) Electrical Code Specialist (expires 07/14/2027) Plumbing Code Specialist (expires 07/14/2027) Building Code Specialist (expires 07/14/2027) Plumbing Inspector (expires 07/14/2027) Combination Inspector (expires 07/14/2027) Plumbing Inspector UPC (expires 07/14/2027) Building Plans Examiner (expires 07/14/2027) Plumbing Plans Examiner (expires 07/14/2027) Accessibility Inspector/Plans Examiner (expires 07/14/2027) Electrical Plans Examiner (expires 07/14/2027) Certified Fire Marshal (expires 07/14/2027) Fire Inspector I (expires 07/14/2027) Certified Building Official (expires 07/14/2027) Fire Inspector II (expires 07/14/2027) Building Inspector (expires 07/14/2027) Mechanical Inspector UMC (expires 07/14/2027) Fire Plans Examiner (expires 07/14/2027) Electrical Inspector (expires 07/14/2027) Master Code Professional (expires 07/14/2027) Mechanical Inspector (expires 07/14/2027) Residential Energy Inspector/Plans Examiner (expires 07/14/2027)
Andrew Bevis	Mount Vernon	IL	Commercial Combination Inspector (expires 12/17/2024) Commercial Plumbing Inspector (expires 12/17/2024) Fire Plans Examiner (expires 12/17/2024) Commercial Building Inspector (expires 12/17/2024) Certified Building Official (expires 12/17/2024) Residential Combination Inspector (expires 12/17/2024) Residential Building Inspector (expires 12/17/2024) Commercial Electrical Inspector (expires 12/17/2024) Residential Plumbing Inspector (expires 12/17/2024) Residential Energy Inspector/Plans Examiner (expires 12/17/2024) Mechanical Plans Examiner (expires 09/10/2026) Residential Mechanical Inspector (expires 12/17/2024) Combination Inspector (expires 12/17/2024) Commercial Mechanical Inspector (expires 12/17/2024) Building Plans Examiner (expires 09/10/2026) Master Code Professional (expires 09/10/2026) Residential Electrical Inspector (expires 12/17/2024) Residential Plans Examiner (expires 12/17/2024) Accessibility Inspector/Plans Examiner (expires 09/10/2026) Plumbing Plans Examiner (expires 09/10/2026) Property Maintenance and Housing Inspector (expires 12/17/2024) Building Inspector (expires 12/17/2024) Mechanical Inspector (expires 12/17/2024) Electrical Inspector (expires 12/17/2024) Plumbing Inspector (expires 12/17/2024) Building Code Specialist (expires 12/17/2024) Plumbing Code Specialist (expires 12/17/2024) Mechanical Code Specialist (expires 12/17/2024) Fire Inspector I (expires 12/17/2024) Residential Fire Sprinkler Inspector/Plans Examiner (expires 09/10/2026) Commercial Fire Sprinkler Inspector (expires 01/27/2024) Commercial Fire Sprinkler Plans Examiner (expires 01/27/2024)

Nicholas Weinert	New Lenox	IL	Commercial Mechanical Inspector (expires 05/12/2024) Commercial Plumbing Inspector (expires 05/12/2024) Commercial Energy Plans Examiner (expires 05/12/2024) Mechanical Inspector (expires 05/12/2024) Electrical Inspector (expires 05/12/2024) Property Maintenance and Housing Inspector (expires 05/12/2024) Certified Building Official (expires 05/12/2024) Accessibility Inspector/Plans Examiner (expires 05/12/2024) Residential Building Inspector (expires 05/12/2024) Commercial Building Inspector (expires 05/12/2024) Combination Inspector (expires 05/12/2024) Master Code Professional (expires 05/12/2024) Residential Combination Inspector (expires 05/12/2024) Residential Plumbing Inspector (expires 05/12/2024) Building Inspector (expires 05/12/2024) Residential Energy Inspector/Plans Examiner (expires 05/12/2024) Residential Electrical Inspector (expires 05/12/2024) Commercial Combination Inspector (expires 05/12/2024) Building Plans Examiner (expires 05/12/2024) Residential Plans Examiner (expires 05/12/2024) Residential Mechanical Inspector (expires 05/12/2024) Commercial Electrical Inspector (expires 05/12/2024) Plumbing Inspector (expires 05/12/2024) Commercial Energy Inspector (expires 05/12/2024) Building Code Specialist (expires 05/12/2024)
Jacob Doub	Salisbury	MD	Residential Mechanical Inspector (expires 05/05/2024) Residential Fire Sprinkler Inspector/Plans Examiner (expires 05/05/2024) Building Plans Examiner (expires 05/05/2024) Fire Plans Examiner (expires 05/05/2024) Commercial Energy Plans Examiner (expires 05/05/2024) Residential Electrical Inspector (expires 05/05/2024) Fire Inspector I (expires 05/05/2024) Commercial Mechanical Inspector (expires 05/05/2024) Commercial Electrical Inspector (expires 05/05/2024) Property Maintenance and Housing Inspector (expires 05/05/2024) Certified Building Official (expires 05/05/2024) Coastal and Floodplain Construction Inspector (expires 05/05/2024) Plumbing Plans Examiner (expires 05/05/2024) Commercial Energy Inspector (expires 05/05/2024) Accessibility Inspector/Plans Examiner (expires 05/05/2024) Residential Energy Inspector/Plans Examiner (expires 05/05/2024) Mechanical Plans Examiner (expires 05/05/2024) Electrical Plans Examiner (expires 05/05/2024) Master Code Professional (expires 05/05/2024) Residential Building Inspector (expires 05/05/2024) Commercial Building Inspector (expires 05/05/2024) Combination Inspector (expires 05/05/2024) Commercial Plumbing Inspector (expires 05/05/2024) Residential Plumbing Inspector (expires 05/05/2024) Fire Inspector II (expires 05/05/2024) Building Inspector (expires 05/05/2024) Mechanical Inspector (expires 05/05/2024) Electrical Inspector (expires 05/05/2024) Plumbing Inspector (expires 05/05/2024) Certified Fire Marshal (expires 05/05/2024) Building Code Specialist (expires 05/05/2024) Plumbing Code Specialist (expires 05/05/2024) Mechanical Code Specialist (expires 05/05/2024) Electrical Code Specialist (expires 05/05/2024) Fire Code Specialist (expires 05/05/2024) Residential Combination Inspector (expires 05/05/2024) Combination Plans Examiner (expires 05/05/2024) Commercial Combination Inspector (expires 05/05/2024) Fuel Gas Inspector (expires 09/08/2024)

lliam Hudson	Fruitland Park	FL	Residential Electrical Inspector (expires 10/21/2025) Commercial Plumbing Inspector (expires 10/21/2025) Property Maintenance and Housing Inspector (expires 10/21/2025) Accessibility Inspector/Plans Examiner (expires 10/21/2025) Fire Inspector I (expires 10/21/2025) Building Inspector (expires 10/21/2025) Certified Housing Code Official (expires 10/21/2025) Residential Building Inspector (expires 10/21/2025) Mechanical Inspector (expires 10/21/2025) Residential Energy Inspector/Plans Examiner (expires 10/21/2025) Residential Mechanical Inspector (expires 10/21/2025) Certified Building Code Official (expires 10/21/2025) Fire Inspector II (expires 10/21/2025) Commercial Combination Inspector (expires 10/21/2025) Certified Building Official (expires 10/21/2025) Certified Mechanical Code Official (expires 10/21/2025) Commercial Building Inspector (expires 10/21/2025) Building Plans Examiner (expires 10/21/2025) Plumbing Plans Examiner (expires 10/21/2025) Commercial Mechanical Inspector (expires 10/21/2025) Commercial Energy Inspector (expires 10/21/2025) Commercial Energy Plans Examiner (expires 10/21/2025) Commercial Electrical Inspector (expires 10/21/2025) Mechanical Plans Examiner (expires 10/21/2025) Master Code Professional (expires 10/21/2025) Electrical Inspector (expires 10/21/2025) Building Code Specialist (expires 10/21/2025) Mechanical Code Specialist (expires 10/21/2025)

Tab 3

Project Understanding

Project Understanding

SAFEbuilt understands that the County of DuPage needs a qualified firm to furnish plan reviews, plumbing and fire reviews and inspections, and building inspection services. We propose to provide three Plans Examiners, including a Plumbing Plans Examiner and four Building Inspectors, including a Plumbing Inspector, as well as a State-certified Fire Marshal for fire systems reviews. Given the recent and anticipated workload, we are certain that this team is sufficient.

Plan Review Services

Plans Examiners must maintain meticulous attention to detail and accuracy and possess clear written ability for notations and documentation. They must also be good verbal and written communicators and at ease with meeting with municipal officials, residents, engineers, architects, and design professionals. They must also quickly move from one review to another while managing their time with competing project schedules.

The staff proposed will review permit applications, plans, and other required documents, including plumbing and fire disciplines where qualified. Plans Examiners create detailed comments regarding conflicts between the plans with applicable building codes for DuPage County and its code amendments.

Our proposed Plans Examiner will review plans during the County's normal business hours and after hours and weekends if needed to keep up with increased workflow. The Plans Examiner will approve applications when the file complies with all applicable laws, codes, and ordinances. The review of plans will result in the recommendation of approval, approval with modification, or denial of the plans. If the permit file is deficient, the Plans Examiner will provide concise comments identifying the deficiencies and citing the applicable code section. Our staff will provide the customer with a clear path to approval. The Plans Examiners will also meet with and assist design professionals, contractors, and homeowners to answer questions about the code and its intent.

The Plans Examiners will provide plan reviews for clients with schedule constraints or an aggressive schedule at the discretion of the County's Building and Zoning Manager. All trades or disciplines included in the proposed services will be reviewed to ensure compliance with adopted building, electrical, mechanical, plumbing, accessibility, fire, energy codes, and other County ordinances and Illinois state statutes. When the review is complete, all plan reviews will be documented in Accela the County's system of record.

The proposed Plans Examiners for the County will:

- Examine, review, and analyze construction drawings, plans and specifications to ensure compliance with adopted local, state and federal codes, ordinances, policies and regulations.
- Receive and record incoming plans submitted, providing the customer with the ability to track progress.
- Attend pre-submittal and pre-construction meetings as requested.
- Process plan review comments and plan review actions via Bluebeam Revu or the County's preferred method for electronic plan review.

- Return all emails/voicemails within 24 hours.
- Determine the scope of the project before plan review.
- Conduct pre-plan review meetings as necessary.
- Review all construction documents and plan sets for all trades within proposed time frames.
- Use compliance checklists during plan reviews.
- Provide (at a minimum) the following in the plan review letter:
  - Cite the applicable construction drawing sheet number(s).
  - Note code section(s) and provide the code language.
  - Provide a brief but concise comment explaining the identified issues.
- Return approved plans/associated documentation to the applicant in a timely and professional manner.
- Provide design advice only in the context of achieving code compliance (written and verbal communication).
- Perform plan reviews within specified time frames.
- Determine and communicate valuation/fee updates to the County.

We present our plan review process in Figure 1 below.

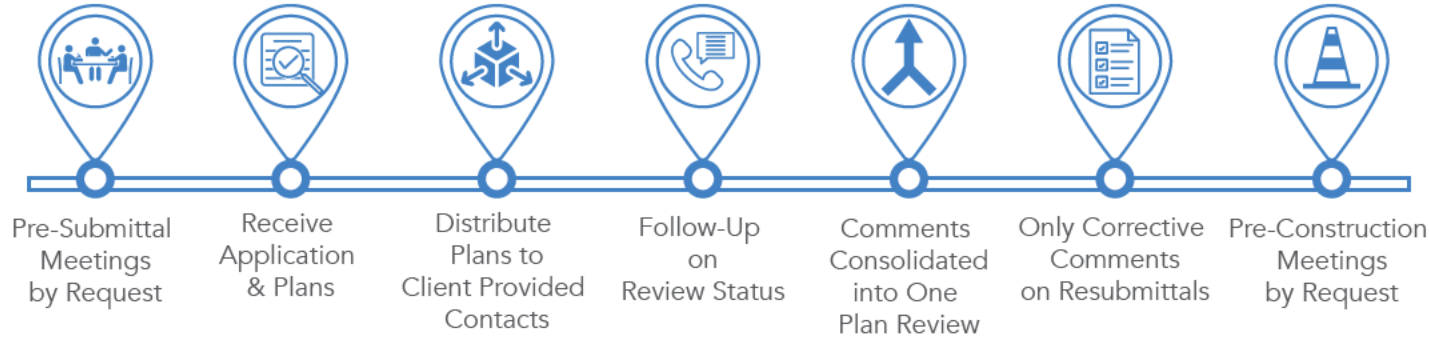


Figure 1. *SAFEbuilt's Plan Review Process*

SAFEbuilt will follow up on the status of reviews and will incorporate comments into one plan review in order to minimize correspondence. A full review of the plans will be completed so that only the comments sent out for correction need to be reviewed upon resubmittal. All reviews will be sent to the applicant electronically.

A pre-submittal meeting will convene when requested by the applicant, or if our Plans Examiner feel it will result in a more seamless plan review process. SAFEbuilt will coordinate meetings to streamline the process.

> *"Commercial development is key to our growth, so having a partner like SAFEbuilt to help keep our commercial projects moving without sacrificing our safety standards has been incredibly valuable."*
>
> – Brian Krajewski, County Board Member
> DuPage County, IL

A pre-construction meeting will convene when the contractor or Building and Zoning Department staff feel it will contribute to a smooth start and ongoing building project. The process includes reviewing inspection requirements, testing, and special reporting requirements. SAFEbuilt will provide main points of contact for the County's building department staff and contractor staff contact lists.

Plan Review Tracking, Workflow, and Reporting Details

Tracking, workflow, and reporting details will be based on the County's software capabilities. We will create an Excel spreadsheet to track plan reviews by permit number and status, in addition to utilizing the Accela system to track permit progress. Microsoft Outlook will be used to set reminders for deadlines for reviews. The applicant will pay the fee upon submission, a tracking number will be assigned, and our staff will then begin the review.

When the Plans Examiner has validated that the requirements have been met, they will then prepare the permit card. Once a plan review has been completed, the Plans Examiner will contact the listed applicant to advise them on the status. Copies of the corrections are then sent to the applicant and jurisdiction via email, fax, or mail. Resubmitted plans will be submitted directly to the County or shipped or delivered directly to our office.

The permit is then issued. By assigning a number at the time of intake, the permit can be tracked throughout the life of the project. The overall process is presented in Figure 2 below.

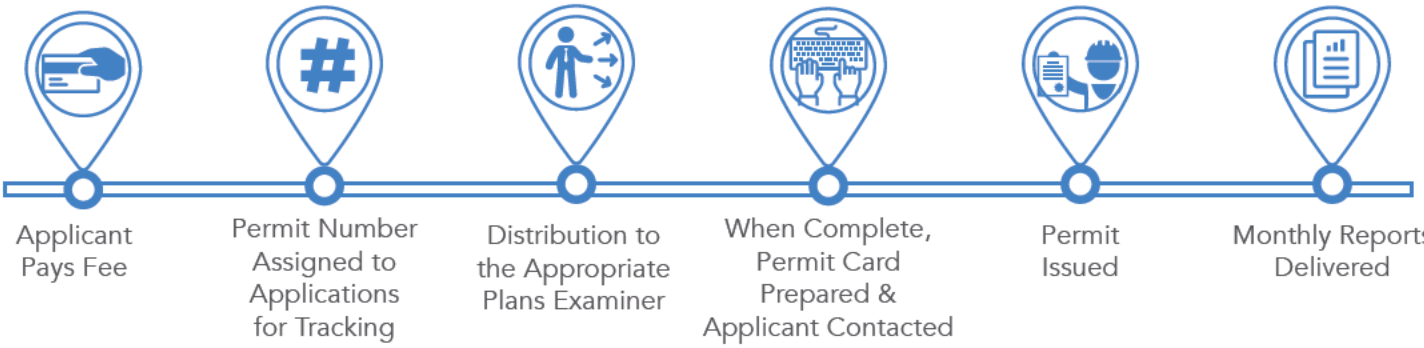


Figure 2. *Plan Review Tracking, Workflow, and Reporting Details Process*

Our Plans Examiner can conference with clients and project teams in-person, by phone, or via teleconference or web conference. SAFEbuilt can receive plans from the County or directly from the applicant by mail, courier, via electronic transmission, or on physical media such as a compact disc, which decreases the time delays and costs associated with shipping plans. Our process has been designed to be not only convenient for our client jurisdictions but also highly convenient for the designers and permit applicants being served. SAFEbuilt will provide a monthly report that includes the number of permits, plan reviews, inspections by type, certificates of occupancy, and project valuation.

Bluebeam Revu

Our team uses typically Bluebeam Revu® to review plans electronically and in hard copy when customers are unable to use electronic platforms. This system gives all stakeholders the ability to access and manage a master set of digital documents, perform concurrent reviews, and collaborate on the same PDF together in real-time, and includes the following features:

- Industry-standard markups, including text, pen marks, highlights, clouds, CAD symbols, measurements, and text stamps. These tools replicate pen and paper, allowing reviewers to add comments to

electronic plans and request revisions efficiently.

- The Tool Chest, where each reviewer can create and save custom tool sets for specific needs.
- A "Compare Documents" feature that instantly clouds the differences between drawing revisions.
- An integrated "Markups" list allows technicians to view and track comments during the permitting process and summarize them into a PDF report.

Remote Plan Review Services from Our National Plan Review Program

In addition to the Plans Examiner we have proposed to support the County, we offer backup support from the multi-disciplinary Plans Examiners who support our National Plan Review (NPR) program. Our NPR remote plan review services offer an ideal approach to help the County manage increasing workloads.

SAFEbuilt began offering remote plan review services in 2012. At the onset of the COVID-19 pandemic, we established the NPR program, encouraging our clients to use our remote services to eliminate person-to-person contact, and to keep their plan review workload on track. This approach allowed us to provide uninterrupted services to many clients during the height of the pandemic.

Since its inception in 2020, the NPR Program team has grown to include 48 multi-certified Plans Examiners with an array of specialties, including educational facilities, fire, post-disaster, site/civil, seismic, and structural for any projects with specialized plan review needs. The process, shown in Figure 3, is simple, increases efficiency, reduces costs, and can work within the County's Accela system.

Figure 3. *Remote Plan Review Process with Our National Plan Review Team*

Our NPR Plans Examiners have multiple ICC certifications, including ten team members with the ICC Master Code Professional (MCP) certification. The team includes licensed professional engineers, architects, and trade and state-licensed personnel. The types of reviews our NPR team can perform include:

- Building
- Structural
- Mechanical
- Plumbing
- Electrical
- Fire
- Fire Alarm and Sprinkler
- Residential, Commercial, Industrial, and Emergency
- Landscape
- Traffic
- Site Plan Review
- Accessibility
- Energy
- Health
- Green Building

The benefits of a Remote Plan Review approach include:

Access to multi-disciplined Plans Examiners. Credentialed staff are hard to find—staffing all positions necessary is financially challenging. Remote plan review provides the County with access to credentialed multi-discipline Plans Reviewers across the country.

Remote and concurrent reviews. Access to a national network of plan review staff allows for concurrent plan review across multiple time zones, speeding up review turnaround times. The outcome—clients do not complain about turnaround time delays, which essentially equal delays in development and mean delays in completing revenue-producing projects.

Expedited plan review. National access to reviewers gives the County the ability to expedite plans (for an additional fee) through the process for clients that have short deadlines or have fallen behind schedule.

No more complaints about turnaround times. Remote reviews have a strict workflow process that increases efficiencies with the ability to view outstanding permits and each project's status.

Remote access and increased transparency. Clients can conveniently submit their plans and monitor their status remotely, reducing the need to sit and wait in a building department office or by phone. Clients can access the portal anytime, anywhere, without restrictions to office hours.

Inspection Services

Inspectors for all trades and disciplines will work with other County staff, contractors, builders, owners, and the general public. As such, they must be helpful, patient, and above all, very knowledgeable of the relevant codes and ordinances. Our Inspectors are trained to take an educational approach when working with our clients and their customers. Before contract start, any and all team members not currently serving the County will refresh their knowledge of codes and ordinances unique to the County. We know that technical competence, while expected, is not enough. Experience and careful consideration of issues and impacts are also critical.

SAFEbuilt-provided Inspectors conduct technical field inspections of residential and commercial structures and equipment installations during the various phase of construction, installation, and operation, assuring work conforms to all applicable building codes and approved plans and specifications. The Inspector will issue written comments if the work is not in accordance with the approved plans or applicable County codes and code amendments. The Inspector will maintain formal inspection records and process inspection comments and results immediately upon completion—and always within the same business day.

The Inspector will advise and confer with architects, engineers, County personnel, homeowners, contractors, and developers. Questions, concerns, and inquiries will be received and responded to within one business day. The SAFEbuilt team will be available to the County throughout all construction phases.

The proposed Inspector for the County will:

- Review all plans submitted before each inspection.
- Adhere to scheduled inspection times.
- Verify approved plans are on site and verify construction has not deviated from approved plans.
- Verify on-site condition is consistent with the appropriate records for square footage, setbacks, heights, and other requirements that may be applicable.
- Perform field inspections in accordance with the County's adopted ordinances, codes, and standards.
- Use inspection checklists and codebooks during inspections.

- Provide all required inspections and recording the results for those inspections.
- Identify code violations per the national and state building codes, and local ordinances and amendments.
- Work with contractors to facilitate appropriate remedies for code violations.
- Result inspections and reviewing the reports and comments with the construction contractor on site whenever possible.
- Provide the written inspection results to the County and the client at the conclusion of the inspection.

Inspection Technology

SAFEbuilt uses routing software to ensure inspections are conducted efficiently and within the allotted time scheduled. Inspection checklists and building guides are accessible from the Inspector's tablets to assist customers in the field. Electronic versions of the codebooks are available on the tablet as well.

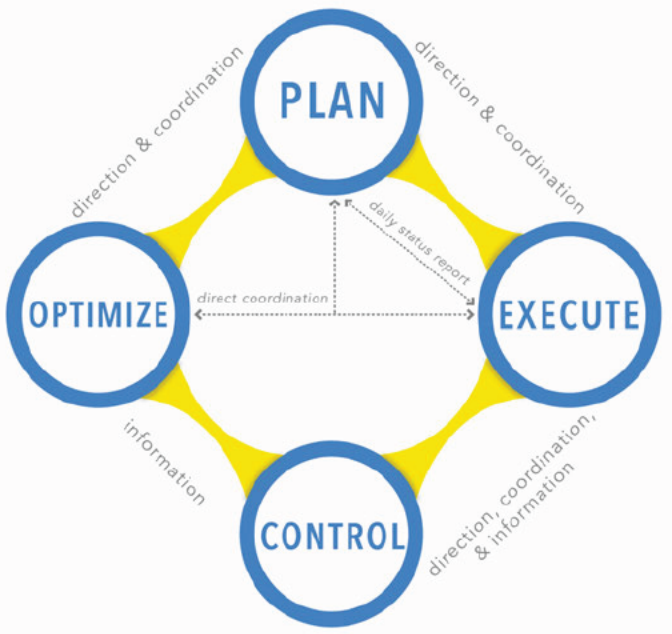
Inspection Tracking and Reporting

All inspections are tracked by permit number, type, and trade. SAFEbuilt verifies that all inspection records, including daily records of what was inspected, are entered into the County's system of record, currently Accela. Inspection reports provide information about whether they failed, passed, or need re-inspection. Our team works hard to minimize delays to builders and provide helpful advice and counsel to builders, owners, engineers, and architects to enhance the construction process's orderly flow while maintaining an effective level of enforcement. Inspectors ensure construction changes are documented and approved by appropriate County staff.

Ongoing Management of Services

Our Contract Management Plan begins with the application of our philosophy of Plan, Execute, Control, Optimize (PECO). The PECO framework, illustrated below, is based on our team's experience, as well as industry best practices endorsed by the Project Management Institute.

We identify, prioritize, allocate, manage, and control the work requirements through this singular, integrated method. Using the PECO framework, the SAFEbuilt team delivers a contract management approach that combines the right people, processes, and tools to perform the Scope of Work requirements. Our support at DuPage County requires a methodology to efficiently operate and maintain all areas of service. The SAFEbuilt team's methodology is structured to streamline our resources used and provide responsive services. Successful execution of Plan Review and Inspection services starts with a responsive team structure that can anticipate and address resource needs.



Tracking, Measuring, Reporting

Data is an essential component to the continuous improvement process. Tracking, measuring, and reporting department specific metrics will tell a story of the currents state of operations and identify areas for improvement. We will establish a reporting schedule tailored to your needs.

Through utilizing our proprietary CommunityCore software, we provide reporting on performance; permits issued; Inspector reports; building permits; details on building plan review building inspections, and fire and plumbing plan review and inspections; and any additional requests the County may need. Our team works on multiple tasks at the same time, and our organizational structure supports the staff to effectively oversee this process. Our Project Manager will ensure overall project performance and completion and our will manage the day-to-day business of providing excellent services to complete all work.

Reporting can be given with any periodicity - summarizing activity levels, adherence to contract, staffing and performance metrics, and other items of special interest and are intended to supplement, not replace, any current processes for monitoring department activities and performance.

Communication and Coordination

Key to the efficient and successful flow of information is clear, effective communication. Everyone involved with a contract of this size and scope must be aware of changes, progress, and challenges. We commit to working with you to determine the best ways to communicate the right information to the right people at the right time.

Our priority is to ensure the best possible experience working with our team—with minimum impact on the State and its citizens. Meetings are an integral part of the plan, especially at contract start-up, and involve all applicable staff from the County and SAFEbuilt. Everyone involved must be aware of progress and changes they can expect going forward. We will prepare communications that can be shared with all County staff, detailing what to expect.

We work with the County to develop and evolve a schedule and format to meet its needs for aggregate reporting. Report formats may include monthly, quarterly, and annual reports summarizing activity levels, adherence to performance metrics, and other items of special interest. We ensure our work effort is clearly communicated to the County throughout the contract's life, adjusting as necessary.

Scheduling and Budgets

Our diverse staff provides flexibility when managing workload volume. During times of peak workloads, we only work with current clients in order to successfully maintain our contracted service commitments. We recognize the importance of staying on schedule and on budget. Our established approach and quality control measures provide communities with confidence in our ability to complete work on-time and within budget. We have a tremendous track record of success serving many clients throughout Illinois.

During our time in business, we have built and maintained a trustworthy and reliable reputation throughout the building and safety industry, giving our clients and partners confidence in our ability to successfully deliver services. We recognize the importance of staying on schedule and keeping up with the volume of inspection requests the county receives. Our building services team uses best practices to meet each municipality's service requirements, managing projects effectively and efficiently.

Our SAFEbuilt team prides itself on quality, timeliness, and teamwork in our partnerships with our communities to keep our communities delivering the very best to their constituents.

Operations Management – Continuous Improvement

SAFEbuilt will continue to partner with the County to drive efficiencies and innovations, as well as leverage new technologies to better serve the community. We are confident we can reduce the County's costs and improve service on an ongoing basis. We have many proprietary and third-party technologies (e.g., CommunityCore, Field Management Services, streamlined fleet management with Geotab, labor tracking through UltiPro. electronic workflow, etc.). Using this experience, we have developed an operations playbook with best practices, tools and techniques for delivering building department services to reduce risks, costs and improve service.

What the County Can Expect from their SAFEbuilt Team

Our building department staff always aims to provide efficient, state-of-the-art, customer-friendly services that allow our staff to streamline the delivery and completion of code-compliant projects for residents, businesses, and the County. To ensure contract success, we promote the importance of communication at every level of our organization. Using current technology, we can communicate more efficiently with our clients, residents, contractors, co-workers, and support staff. Communication throughout the organization is stressed to ensure that our clients are up-to-date on all larger-scale permits in the County. This communication makes the team more efficient in their daily scope of services.

SAFEbuilt staff is professional in every way, and our goals are to support the County in its efforts to maintain an efficient and effective building department. All staff will accept direction and instructions while performing their responsibilities independently and professionally with minimal supervision required.

All SAFEbuilt team members will:

- Wear/display proper identification.
- Possess/maintain required certifications and are experienced in performing compliant inspections.
- Respond to calls and emails within 24 hours of receipt or before the end of the next business day.
- Be knowledgeable of design principles, local zoning, and topographical site plans.
- Remain proficient and knowledgeable of federal, state, and local laws, rules, regulations, directives, codes, and ordinances applicable to their work.
- Offer exemplary customer service while performing their duties.
- Attend meetings as required by the County.
- Always exhibit professional and courteous conduct and an appropriate appearance during interactions both on and off the job site.
- Meet all job safety requirements and OSHA safety standards.
- Participate in public educational activities as requested.
- Be available to support the County every Monday through Friday during regular business hours, except for County-recognized holidays. We will delegate members of the SAFEbuilt team to respond to emergencies.

Performance Metric Guarantees

As a Building Department services provider, we know that the most important and visible metric to the County is the time taken to complete work. We understand that the quality and efficiency of our work is reflected on the County by its citizen satisfaction, and we must continue to exceed their expectations in timely work completion.

Plan Review Turnaround Time

SAFEbuilt proposes the following plan review turnaround times for this new contract with the County.

Table 1. Plan Review Turnaround Times

Type of Project	Initial Check	Recheck
Residential	5 working days or less	5 working days or less
Multi-Family	10 working days or less	5 working days or less
New Commercial	10 working days or less	5 working days or less
Commercial Alteration	10 working days or less	5 working days or less
All Other Reviews	Same Day to 5 Days	Same Day to 5 Days

Inspection Turnaround Time

SAFEbuilt will work with the County to provide inspection staff in a timely manner. SAFEbuilt will meet with the County before a new contract starts to establish a fully tailored inspection notification process. Our inspectors are familiar with many jurisdictional scheduling and tracking systems and can quickly adapt to jurisdiction requirements.

SAFEbuilt offers next-day inspections for any request received by 4:00 PM on the previous business day. Most inspections take between 15 minutes and 2 hours to complete, depending on the type of inspection. We offer weekend and after-hours inspections on a scheduled basis for an additional fee. We will, of course, make ourselves available to respond to inspections related to emergencies.

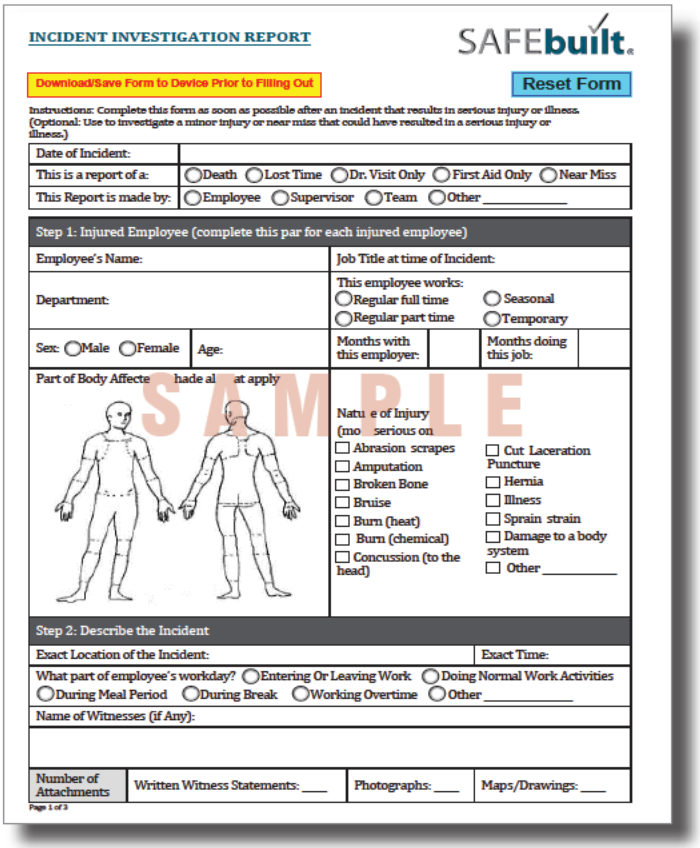
Community support is incredibly important to SAFEbuilt, and not something that is always captured in performance metrics. We often offer that support to our clients. One effort we are particularly proud of is the Dupage Mayors & Managers Conference (DMMC), of which we are a Platinum Corporate Partner

The DMMC is a coalition of cities and villages fostering intergovernmental cooperation. The DMMC strives to promote municipal government, foster intergovernmental cooperation, and find innovative solutions to make local government work more effectively for DuPage County residents and ultimately all citizens of Illinois.

https://dmmc-cog.org

Sample Incident Report

SAFEbuilt provides Incident Report Samples below.



INCIDENT INVESTIGATION REPORT — SAFEbuilt

Download/Save Form to Device Prior to Filling Out | Reset Form

Instructions: Complete this form as soon as possible after an incident that results in serious injury or illness. (Optional: Use to investigate a minor injury or near miss that could have resulted in a serious injury or illness.)

Date of Incident:	
This is a report of a:	◯Death ◯Lost Time ◯Dr. Visit Only ◯First Aid Only ◯Near Miss
This Report is made by:	◯Employee ◯Supervisor ◯Team ◯Other _____

Step 1: Injured Employee (complete this par for each injured employee)

Employee's Name:		Job Title at time of Incident:	
Department:		This employee works: ◯Regular full time ◯Regular part time ◯Seasonal ◯Temporary	
Sex: ◯Male ◯Female	Age:	Months with this employer:	Months doing this job:

Part of Body Affecte hade al at apply

Natu e of Injury (mo serious on
- ☐ Abrasion scrapes
- ☐ Amputation
- ☐ Broken Bone
- ☐ Bruise
- ☐ Burn (heat)
- ☐ Burn (chemical)
- ☐ Concussion (to the head)
- ☐ Cut Laceration Puncture
- ☐ Hernia
- ☐ Illness
- ☐ Sprain strain
- ☐ Damage to a body system
- ☐ Other _____

Step 2: Describe the Incident

Exact Location of the Incident:	Exact Time:

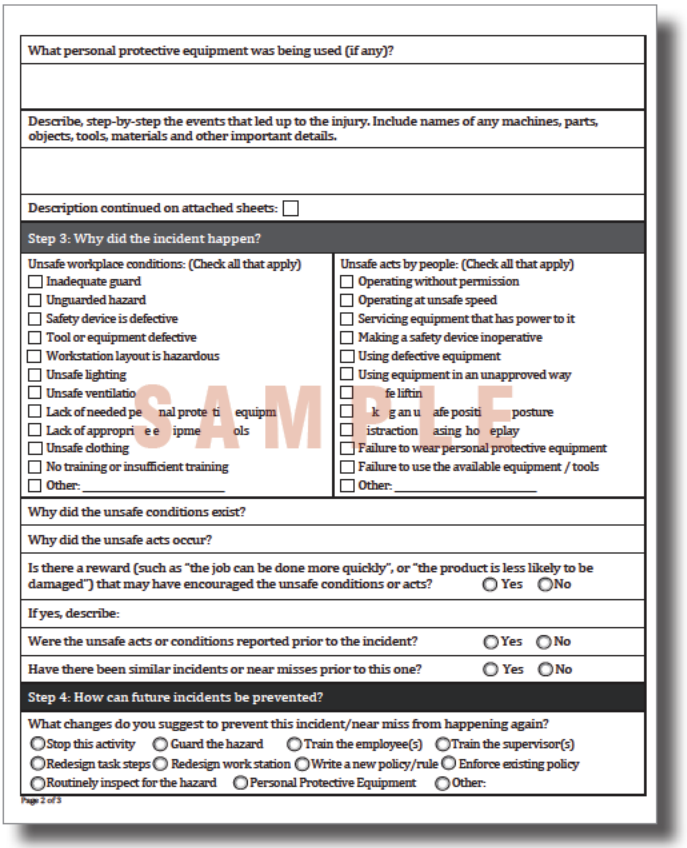
What part of employee's workday? ◯Entering Or Leaving Work ◯Doing Normal Work Activities ◯During Meal Period ◯During Break ◯Working Overtime ◯Other _____

Name of Witnesses (if Any):

Number of Attachments	Written Witness Statements: ___	Photographs: ___	Maps/Drawings: ___

Page 1 of 3

SAMPLE



What personal protective equipment was being used (if any)?

Describe, step-by-step the events that led up to the injury. Include names of any machines, parts, objects, tools, materials and other important details.

Description continued on attached sheets: ☐

Step 3: Why did the incident happen?

Unsafe workplace conditions: (Check all that apply)
- ☐ Inadequate guard
- ☐ Unguarded hazard
- ☐ Safety device is defective
- ☐ Tool or equipment defective
- ☐ Workstation layout is hazardous
- ☐ Unsafe lighting
- ☐ Unsafe ventilatio
- ☐ Lack of needed pe nal prote ti equipm
- ☐ Lack of appropri e e ipme ols
- ☐ Unsafe clothing
- ☐ No training or insufficient training
- ☐ Other: _____

Unsafe acts by people: (Check all that apply)
- ☐ Operating without permission
- ☐ Operating at unsafe speed
- ☐ Servicing equipment that has power to it
- ☐ Making a safety device inoperative
- ☐ Using defective equipment
- ☐ Using equipment in an unapproved way
- ☐ fe liftin
- ☐ k g an u afe positi posture
- ☐ istraction asing ho eplay
- ☐ Failure to wear personal protective equipment
- ☐ Failure to use the available equipment / tools
- ☐ Other: _____

Why did the unsafe conditions exist?

Why did the unsafe acts occur?

Is there a reward (such as "the job can be done more quickly", or "the product is less likely to be damaged") that may have encouraged the unsafe conditions or acts? ◯Yes ◯No

If yes, describe:

Were the unsafe acts or conditions reported prior to the incident? ◯Yes ◯No

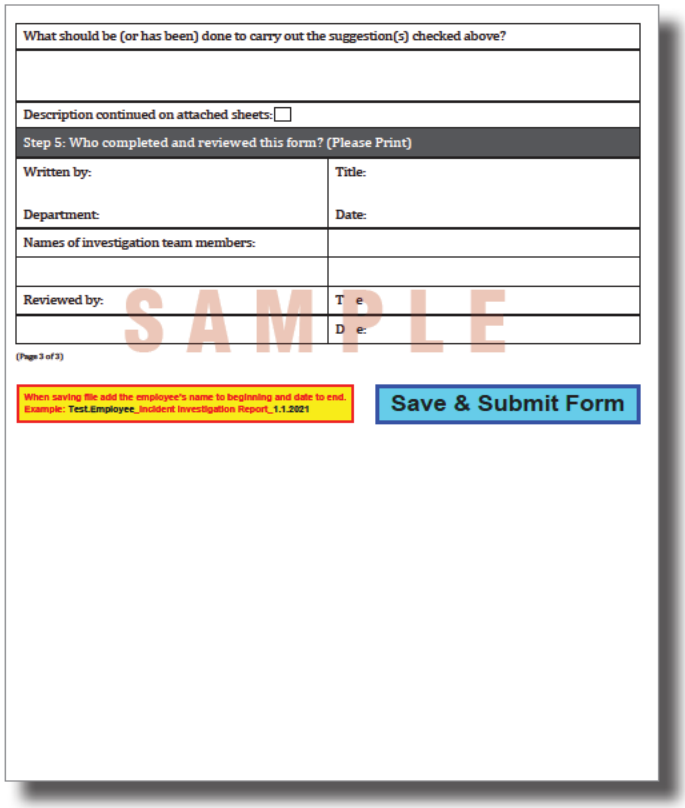
Have there been similar incidents or near misses prior to this one? ◯Yes ◯No

Step 4: How can future incidents be prevented?

What changes do you suggest to prevent this incident/near miss from happening again?
◯Stop this activity ◯Guard the hazard ◯Train the employee(s) ◯Train the supervisor(s) ◯Redesign task steps ◯Redesign work station ◯Write a new policy/rule ◯Enforce existing policy ◯Routinely inspect for the hazard ◯Personal Protective Equipment ◯Other:

Page 2 of 3

SAMPLE



What should be (or has been) done to carry out the suggestion(s) checked above?

Description continued on attached sheets: ☐

Step 5: Who completed and reviewed this form? (Please Print)

Written by:	Title:
Department:	Date:
Names of investigation team members:	
Reviewed by:	T e
	D e:

(Page 3 of 3)

SAMPLE

When saving file add the employee's name to beginning and date to end. Example: Test.Employee_Incident Investigation Report_1.1.2021

Save & Submit Form

Problem Escalation and Notification

SAFEbuilt takes a proactive approach to dealing with problems as they become evident. A multi-pronged, chain of command is established for each team and each shift, so that someone is always able to resolve the issue quickly—even after hours. The dedicated local Project Manager, Gerald Keys, MCP will be the primary point of contact for issue resolution throughout the contract. If the issue cannot be resolved at the Project Manager level, it can be escalated to Kati Vokovitch, the State Operations Manager, or to Alan Greene, the Account Manager. Increasingly severe problems and concerns will further escalate to executive and C-suite team members as appropriate, who will be involved to develop solutions, revise policies and procedures, and improve service delivery and customer service. We always aim for an educational, client-first perspective and treat every conflict or difference of opinion with respect and the best knowledge available.

All issues will be assessed, documented, and tracked. Any issues that may have an impact to contract success, for example time, cost or non-compliant work, will be reported immediately to the County. The time allowed to correct non-compliant work depends on the scope and magnitude of the work involved, or the severity of the deficiency. When the corrective action requires a follow-up quality control check, we allow for a reasonable time in which to make corrections and schedule a check. Normally, no more than two working days are needed for after-the-fact correction.

The County will be involved in communications related to issue resolution or concern correction as the primary stakeholder. Our team will always work with the County to come to beneficial conclusions to problems with contract and operations execution.

THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
PLANS EXAMINER SERVICES 24-006-BZP
BID TABULATION

√

Criteria	Available Points	SAFEbuilt Illinois, LLC
Firm Qualifications	20	**19**
Key Qualifications	30	**29**
Project Understanding	30	**29**
Price	20	**20**
Total	100	**97**

Fee and Rate Proposal	$ 21,483.00
Percentage of points	100%
Points awarded (wtd against lowest price)	20

NOTES
1. B & F Construction Code , Inc. has been deemed non-responsive for not providing price as requested.
2. Lakeside Consultants LLC has been deemed non-responsive for not having employees.
3. T.P.I. Building Code Consultants, Inc. has been deemed non-responsive for not providing price as requested.

RFP Posted on 12/1/2023 Bid Opened On 12/19/2023, 2:30 PM CST by	DW, NE
Invitations Sent	98
Total Requesting Documents	1
Total Bid Responses Received	4

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: 12/14/2023

Bid/Contract/PO #:

Company Name: SAFEbuilt Illinois, LLC	Company Contact: Chris Giordano
Contact Phone: 954.266.6475	Contact Email: cgiordano@safebuilt.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:
https://www.dupageco.org/CountyBoard/Policies/

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature [redacted]

Printed Name Chris Giordano

Title Chief Executive Officer

Date December 14, 2023

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 #: HS-P-0011-24 **Agenda Date:** 1/16/2024 **Agenda #:** 15.F.

AWARDING RESOLUTION ISSUED TO
TEEN PARENT CONNECTION
TO PROVIDE CAR SEATS, BOOSTER SEATS, DIAPERS, FORMULA, WIPES,
AND CAR SEAT SAFETY TRAINING TO
LOW INCOME RESIDENTS OF DUPAGE COUNTY
(SUB-GRANTEE AGREEMENT TOTAL AMOUNT $40,000.00)

WHEREAS, a sub-grantee agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a sub-grantee agreement to Teen Parent Connection, to provide car seats, booster, seats, diapers, formula, wipes, and car seat safety training to low income residents in DuPage County, for the period January 1, 2024 through December 31, 2024, for Community Services, under the Community Services Block Grant.

NOW, THEREFORE BE IT RESOLVED that County sub-grantee agreement covering said, to provide car seats, booster, seats, diapers, formula, wipes, and car seat safety training to low income residents in DuPage County, for the period January 1, 2024 through December 31, 2024, for Community Services through the Community Services Block Grant, be, and it is hereby approved for the issuance of a sub-grantee agreement by the Procurement Division to Teen Parent Connection, 475 Taft Avenue, Glen Ellyn, IL 60188, for a total amount of $40,000.00. 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). (Grant funded)

Enacted and approved this 23rd day of January, 2024 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

Procurement Review Comprehensive Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: $40,000.00
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 01/16/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: $4,000.00
	CURRENT TERM TOTAL COST: $4,000.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		*Department Information*	
VENDOR: Teen Parent Connection	VENDOR #:	DEPT: Community Services	DEPT CONTACT NAME: Gina Strafford-Ahmed
VENDOR CONTACT: Becky Beilfuss	VENDOR CONTACT PHONE: (630) 812-0116	DEPT CONTACT PHONE #: 6444	DEPT CONTACT EMAIL: gina.strafford@dupagecounty.gov
VENDOR CONTACT EMAIL: beckyb@teenparentconnection.org	VENDOR WEBSITE: teenparentconnection.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.).
Teen Parent Connection will provide car seats, booster seats, diapers, formula, wipes and car seat safety training to low income residents of DuPage County via $40,000 in CSBG grant funds.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
$40,000 in CSBG funds will assist with up to 65 households with car seats, booster seats and car seat safety training and 250 households with diapers, formula, wipes and other infant needs.

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

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. This is a sub-grant exempt from bidding. They will provide direct services for the County's CSBG program and will maintain all records and financial documents. Outreach Community Services is an established not for profit in DuPage County and has received Human Services Grant Funds and CDBG funding as well. See attached request for funding. Low-income residents of DuPage County do not have access to safe, age-appropriate car seats for their children. In conducting the 2022 DuPage County Department of Community Services' Needs Assessment, 42.9% of the Service User indicated struggling to pay for car needs and 33.9% indicated struggling to obtain personal items for their families in the last 12 months. Teen Parent Connection (Sub-grantee) will provide child passenger safety education and car seats to DuPage County eligible families. Participating families will receive an age-appropriate car seat for each child and education on how to properly install the car seat by an Illinois Child Passenger Safety Technician. Participating families will also be provided diapers, wipes, supplemental food, and formula via Teen Parent Connection pantry.
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). Fund the program at $40,000. 1) Fund Teen Parent Connection at $40,000 to provide up to 65 households with car seats or booster seats and safety training as well 250 households with infant formula, diapers, wipes and other infant needs. 2) If funds are not provided, 35 households would not have the appropriate safety equipment, infant supplies and training to ensure their children are safe while in a vehicle.

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: Teen Parent Connection	Vendor#:	Dept: Community Services	Division: Intake and Referral
Attn: Becky Beilfuss	Email: beckyb@teenparentconnection.org	Attn: Gina Strafford-Ahmed	Email: gina.strafford@dupagecounty.gov
Address: 475 Taft Ave	City: Glen Ellyn	Address: 421 N. County Farm Road	City: Wheaton
State: Illinois	Zip: 60137	State: Illinois	Zip: 60187
Phone: (630) 812-0116	Fax:	Phone: 6444	Fax:
Send Payments To:		*Ship to:*	
Vendor: SAA	Vendor#:	Dept: SAA	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): Jan 1, 2024	Contract End Date (PO25): Dec 31, 2024
Contract Administrator (PO25):			

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		Contract Services	FY24	5000	1650	53820	24-231028	40,000.00	40,000.00
FY is required, assure the correct FY is selected.										Requisition Total	$ 40,000.00

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

AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND TEEN PARENT CONNECTION FOR COMMUNITY SERVICE BLOCK GRANT FUNDS

This AGREEMENT is entered into this ___ day of _____, 20__, by and between the COUNTY OF DUPAGE, ILLINOIS ("COUNTY"), a body politic and corporate, with offices located at 421 N. County Farm Road, Wheaton, Illinois, 60187, and TEEN PARENT CONNECTION (hereinafter called "SUBGRANTEE"), located at: 475 Taft Avenue, Glen Ellyn, IL 60137 Unique Entity Identification (UEI) DUFXRU7MKJM9.

SECTION I

STATEMENT OF PURPOSE

COUNTY has applied for and received Community Service Block Grant (“CSBG”) Funds from the Illinois Department of Commerce and Economic Opportunity ("DCEO"), as provided by the Community Services Block Grants Act (42 USC 9901.) (the "ACT"). SUBGRANTEE desires and hereby elects to participate as a SUBGRANTEE of the aforesaid CSBG Funds allocated to COUNTY. COUNTY has considered and approved the application of the SUBGRANTEE and hereby agrees to distribute to SUBGRANTEE funding in the amount and under the conditions hereafter provided.

SECTION II

REQUIREMENTS OF SUBGRANTEE

SUBGRANTEE will perform in a timely fashion for the benefit of the COUNTY, the following activities:

1. SUBGRANTEE will conduct outreach and marketing to notify community of program;
2. SUBGRANTEE will determine eligibility, complete CSBG intake and enroll participants in the program;
3. SUBGRANTEE will serve any resident of DuPage County, no DuPage County village or city boundary restriction;
4. SUBGRANTEE will conduct car seat safety education sessions;
5. SUBGRANTEE will provide up to 65 car seats or booster seats;
6. SUBGRANTEE will provide diapers, wipes, supplemental food, and formula for approximately 250 households;
7. SUBGRANTEE will maintain client file which shall contain proof of client’s 30-day income, residency, proof of household members, copy of car seat warranty information card and proof of completion of safety education session;
8. SUBGRANTEE will submit client intakes to COUNTY within 30 days of entering the program;
9. SUBGRANTEE will Participate in the DuPage County CSBG Community Needs Assessment via client surveys, focus groups, client data and agency/board surveys;
10. SUBGRANTEE will provide COUNTY their annual audit and documentation of enrollment with SAMS.GOV along with the Unique Entity ID;

11. SUBGRANTEE will bill COUNTY at least quarterly for services, bill must provide detail of costs;
12. SUBGRANTEE will complete annual 211dupage.gov update by 5/1/24;
13. SUBGRANTEE will comply with all assurances as further detailed in Exhibit “A,” attached hereto and incorporated herein as part of this Agreement.

These activities are not inclusive, and are further outlined in Exhibit "A", attached hereto and made a part of this Agreement.

SECTION III

AMOUNT OF THE GRANT

The COUNTY shall grant to SUBGRANTEE, as full payment for all activities to be performed by SUBGRANTEE pursuant to this AGREEMENT, a maximum compensation of $40,000 to purchase car seats, diapers, wipes, infant formula, provide safety training and program support. Upon execution of the grant the SUBGRANTEE will invoice DuPage County Community Services at least quarterly for expenses. The invoice must be detailed how funding was used. Funds must be reported out and expended by December 31, 2024. Final invoice must be received by January 15, 2025.

SECTION IV

FEDERAL/STATE APPROPRIATION; NON-APPROPRIATION/INSUFFICIENT APPROPRIATION; REDUCED APPROPRIATION

A. Appropriation: The SUBGRANTEE is hereby given actual knowledge that pursuant to the State Finance Act, 30 ILCS 105/30, payments under this grant are contingent upon the existence of a valid appropriation that no officer shall contract any indebtedness on behalf of the State, or assume to bind the State in an amount in excess of the money appropriated, unless expressly authorized by law.

B. Non-appropriation/Insufficient Appropriation: Payments pursuant to this Grant are subject to the availability of applicable federal and/or state funding from the Department of Commerce and Economic Opportunity, here in after referred to as DCEO and their appropriation and authorized expenditures under State law. DCEO shall use its best efforts to secure sufficient appropriations to fund this Grant. However, DCEO’s obligations hereunder shall cease immediately, without penalty or further payment being required, if the Illinois General Assembly or federal funding source fails to make an appropriation sufficient to pay such obligation. Any grant is void by operation of law if DCEO fails to obtain the requisite appropriation to pay the COUNTY in any year in which this Grant t is in effect.

C. Reduced Funding Sources/Revenues: DCEO reserves the right to reduce the amount to be paid to the COUNTY if DCEO determines that it is in the best interest of the State of Illinois to reduce its obligation as a result of the occurrence of any of the following events during the term of the Grant:

1. Receipts from revenues which provide the funding for this Grant either fall

significantly short of anticipated levels, or significantly decrease, or

2. Other sources (external grants, contracts, awards, etc.) providing funds for this Grant are decreased or withdrawn. If such an event occurs, DCEO will notify the COUNTY as soon as possible and the COUNTY will notify the SUBGRANTEE. If DCEO and COUNTY are able to agree on a reduced compensation amount and a corresponding reduced scope of services, the parties shall execute a grant modification so stating.

SECTION V

TIMELY COMPLETION OF PROJECT

Time is of the essence in this AGREEMENT, SUBGRANTEE shall complete all activities described herein between January 1, 2024 and December 31, 2024, unless terminated pursuant to this agreement.

SECTION VI

CONDITIONS OF GRANT

A. Assurances: The SUBGRANTEE assures the COUNTY that it will comply with the laws, regulations and orders identified in Exhibit "B" attached hereto and made a part of this AGREEMENT. (January 1, 2024- December 31, 2024)

B. Equal Opportunity: The COUNTY as a condition to its grant of funds requires the SUBGRANTEE, when applicable to file certifications showing equal employment opportunity compliance including (a) Equal Opportunity Certification (See Exhibit "B" attached).

C. Non-Discrimination: The SUBGRANTEE in performing under this agreement, shall not discriminate against any worker, employee or applicant or any member of the public because of race, creed, color, sex, age or national origin, nor otherwise commit an unfair employment practice. The SUBGRANTEE will take affirmative action to ensure that applicants are employed without regard to race, creed, color, sex, age or national origin. Such affirmative action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, termination, rates of pay or other forms of compensation, selection for training, including apprenticeship. The SUBGRANTEE agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discriminatory clause.

D. Appearance of Impropriety: SUBGRANTEE agrees to establish safeguards to prohibit employees and/or elected officials of the localities in which the program is situated from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others particularly those with whom they have family, business or other ties.

E. Political Activities Restricted: SUBGRANTEE agrees that neither the community's program nor the funds provided therefor, and the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States code, referred to as the Hatch Act.

F. Retention of Records: The SUBGRANTEE shall maintain records to show costs incurred that describe the work already performed and anticipated during the coming time period. Upon fifteen (15) day notice from the COUNTY, all billings, and other documentation shall be made available for inspection, copying, or auditing by the COUNTY at any time during normal business hours, at 421 North COUNTY Farm Road, Wheaton, Illinois. The

SUBGRANTEE shall maintain supporting documentation for five (5) years after the final audit of the grant is completed.

G. Audit and Inspection of Records: The SUBGRANTEE shall as often as deemed necessary by the COUNTY, the DCEO or the Comptroller of the State of Illinois, or the Comptroller General of the United States, or any of their duly authorized representatives to have full access to and the right to examine any pertinent books, documents, papers, and records of the SUBGRANTEE involving transactions related to this GRANT for five (5) years from the date of submission of the final expenditure report or until all audit findings have been resolved, whichever is later. The SUBGRANTEE shall include in all its contracts under this GRANT a provision that the COUNTY, DCEO or the Comptroller of the State of Illinois, or the Comptroller General of the United States, or any of their duly authorized representatives will have full access to and the right to examine any pertinent books, documents, papers, and records of any such contractor involving transactions related to the contract for five (5) years from the final payment under the contract. The term "contract:" as used in this clause excludes purchase orders not exceeding $2,500.00.

Subcontractors whose contract amount equals or exceeds $25,000 annually and who are subject to the provisions of OMB Circular A-128 or A-133 shall provide a copy of their most recent audit report or financial statements to the DuPage COUNTY Department of Community Services.

H. Availability of Laws, Regulations and Orders: The COUNTY shall provide the SUBGRANTEE, upon request, copies of all laws, regulations and orders cited in this AGREEMENT.

I. Federal award identifying information:

CFDA #	93.569
CFDA Title	Community Services Block Grant
Award #	G-13B1ILCOSR
Federal Awarding Agency	Department of Health and Human Services

SECTION VII

SUBGRANTEE shall at all times observe and comply with Title 21 CIR Part 570 and all applicable laws, ordinances or regulations of the Federal, State, COUNTY and local government which may in any manner affect the performance of this AGREEMENT, including Community Services Block Grant CSBG Grant No. 24-231028 which is incorporated into and made a part of this AGREEMENT and is attached hereto as Exhibit C, and the SUBGRANTEE shall perform all acts with responsibility to the COUNTY in the same manner as the COUNTY is required to perform all acts with responsibility to the Federal Government.

SECTION VIII

Upon release of funds by the Illinois Department of Commerce and Economic Opportunity for the activities covered by this AGREEMENT, the COUNTY shall make disbursements to the SUBGRANTEE upon the SUBGRANTEE'S submission of reasonable claims that are properly invoiced and documented.

The SUBGRANTEE, at its option, may elect to finance expenditures, in whole or in part, for purposes covered by the grant and submit claims to the COUNTY for reimbursement. Or, cash advances to the SUBGRANTEE shall be limited to the minimum amount needed and shall be timed to be in accord with the actual, immediate cash requirements necessary to carry out the purpose of the approved program or project.

The SUBGRANTEE shall disburse all funds within fourteen (14) working days of receipt.

COUNTY shall be responsible, except as provided for in Section XIII below, for making all required payments against expenses incurred by SUBGRANTEE under this AGREEMENT. SUBGRANTEE shall forward to COUNTY all billings, vouchers, and other documents representing accounts payable, in such timely and reasonable manner, as the parties shall determine. Such procedure will facilitate the maintenance of financial records by COUNTY as required by OMB Circular A-102.

SECTION IX

REPORTING REQUIREMENTS

SUBGRANTEE shall submit to COUNTY client signature sheets no later than the fifth (5th) day of the following month of funds being requested. In addition, SUBGRANTEE shall submit to the COUNTY an annual performance report within thirty (30) days of the end of the SUBGRANTEE's fiscal year

SECTION X

AMENDMENTS

This AGREEMENT constitutes the entire agreement between the parties hereto. Any proposed change in this AGREEMENT shall be submitted to the COUNTY for its prior approval. No modification, addition, deletion, etc., to this AGREEMENT shall be effective unless and until such changes are executed in writing by the authorized officers of each party.

SECTION XI

FINANCIAL ASSISTANCE AGREEMENT

This AGREEMENT is made subject to financial assistance agreements between the COUNTY and DCEO.

SECTION XII

INDEMNIFICATION

SUBGRANTEE shall indemnify, hold harmless and defend the COUNTY and its affiliates, officials, officers, employees and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, SUBGRANTEE's negligent or willful acts, errors or omissions in its performance under this Agreement. These provisions shall survive termination of this Agreement.

SECTION XIII

TERMINATION

The COUNTY may terminate this AGREEMENT at any time hereafter, with or without cause, by giving written notice to SUBGRANTEE at the address specified above. Termination shall be effective upon receipt of such notice by SUBGRANTEE, see addition.

A. In the event the COUNTY terminates this AGREEMENT other than for breach thereof by SUBGRANTEE, the COUNTY agrees to pay SUBGRANTEE, and SUBGRANTEE agrees to accept as its sole remedy, cancellation charges equal to the remaining unpaid costs accrued and obligated to date of cancellation.

B. In the event the COUNTY terminates this AGREEMENT because of a material breach by SUBGRANTEE, the SUBGRANTEE shall assume liability for all costs incurred by the COUNTY to complete the Project as defined in Section II. The SUBGRANTEE also agrees to forfeit any unpaid grant monies at the time of termination, and may be subject to further penalties, up to and including, but not limited to, shall be barred from future participation in the COUNTY'S Community Services Block Funds grant program. If the COUNTY elects to bar the SUBGRANTEE from future participation, the SUBGRANTEE shall be entitled to a hearing before the Health and Human Services Committee of the DuPage County Board.

C. A "material breach" of this AGREEMENT shall be defined as a failure by the SUBGRANTEE to fulfill the requirements of this AGREEMENT as set forth in Section II, and further outlined in Exhibit "A;" failure to timely complete the project as set forth in Section IV, or any of the conditions of the grant as set forth in Section V, or any other obligations of the SUBGRANTEE as proscribed by this AGREEMENT, including, but not limited to, failure to submit monthly progress reports or third-party contract reports.

SECTION XIV

ASSIGNMENT

SUBGRANTEE shall not assign this AGREEMENT or any part thereof and SUBGRANTEE shall not transfer or assign any funds or claims due or to become due hereunder without the prior written approval of the COUNTY having been first obtained. Any such action without prior written approval shall be deemed a breach of agreement.

SECTION XV

UNAVOIDABLE DELAY

If the SUBGRANTEE is delayed in the completion of this Project under this AGREEMENT by a cause legitimately beyond his/her control, he/she must immediately upon receiving knowledge of such delay, give written notice to the COUNTY and request an extension. The COUNTY shall notify the SUBGRANTEE of the decision in writing and that decision shall be final and binding. The COUNTY'S decision not to extend this AGREEMENT constitutes a breach of this AGREEMENT by the SUBGRANTEE.

SECTION XVI

SEVERABILITY

If any provision of this Agreement is or becomes illegal or invalid, it shall be effective to the extent of such illegality or invalidity, and the legality and validity of the remaining provisions contained herein shall not be affected thereby.

SECTION XVII

APPLICABLE LAW

This Agreement shall be governed and construed in accordance with the law of the State of Illinois and the parties agree that the exclusive venue for the resolution of any disputes that arise under this Agreement shall be the 18th Judicial Circuit Court of DuPage County, Illinois.

SECTION XVIII

RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall be construed to constitute that either party is a partner, employee or agent of the other, nor shall either party have the authority to bind the other in any respect, it being intended that the SUBGRANTEE in an independent contractor solely responsible for its own actions.

SECTION XIX

NOTICE

All notice which may be or are required to be given pursuant to this Agreement shall be in writing, addressed as sent forth below and shall be mailed by first class, registered or certified mail or transmitted by hand delivery.

Each party may designate by notice in writing a new address to which any notice or communication may thereafter be so given, served or sent.

TO: Teen Parent Connection
475 Taft Avenue
Glen Ellyn, IL 60137
Attention: Becky Beilfuss, Executive Director

TO: DuPage County Department of Community Services
421 N. COUNTY Farm Road
Wheaton, IL 60187
Attention: Gina Strafford-Ahmed

SECTION XX

HEADINGS

The Section headings of this AGREEMENT are for convenience and reference only and in no way, define, limit or describe the scope or intent of this AGREEMENT. See attached sheet for additions.

IN WITNESS, WHEREOF, the parties hereto have executed this AGREEMENT on the dates recited below:

COUNTY OF DUPAGE
("COUNTY")

BY:_____ DATE: _____

MARY A. KEATING, DIRECTOR
DUPAGE COUNTY DEPARTMENT OF COMMUNITY SERVICES

TEEN PARENT CONNECTION
("SUBGRANTEE")

BY: _____ DATE: _____

TITLE: _____

ATTEST: _____ DATE: _____

EXHIBIT A

ASSURANCES

The SUBGRANTEE hereby assures, with respect to the Community Services Block Grant, that:

1. It possesses legal authority to apply for the Grant and to execute the proposed program.
2. It has reviewed and accepted the Grant Agreement it its entirety, including all understandings and assurances contained therein, and directing and designating the authorized representative of the SUBGRANTEE to act in connection with the Grant Agreement and to provide such additional information as may be required.
3. It agrees that no funds granted hereunder shall be used for any partisan or non-partisan political activity or to further the election or defeat of any candidate for public office, nor shall they be used in any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any election or in any voter registration activity.
4. The grant will be conducted and administered in compliance with:
   a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance.
   b) Section 677, (a) of the Community Services Block Grant Act, which provides that no person shall be excluded on the grounds of race, color, national origin, or sex from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds made available under the program. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual, as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to any such program activity.
   c) Title VII of the Civil Rights Act of 1968 (P.L. 90-824) as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services within the applicant's jurisdiction.
   d) Executive Order 11246, and all regulations issued pursuant thereto (CFR Part 130), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such contractors and subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates or pay or other forms of compensation and selection for training and apprenticeship.
5. The SUBGRANTEE agrees to take affirmative action to ensure that no unfair practice is committed, in accordance with the Illinois Human Rights Act. (Illinois Revised Statute Chapter 68, Section 1-10 etc. seq.).

EXHIBIT B

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION COMMUNITY SERVICES BLOCK GRANT PROGRAM, COUNTY OF DU PAGE

In carrying out the program, the SUBGRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The SUBGRANTEE shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The SUBGRANTEE shall post in conspicuous places, available to employees, and applicants for employment, notices to be provided by the Government setting forth the provision of this non-discrimination clause. The SUBGRANTEE shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The SUBGRANTEE shall cause or require to be inserted in full or any contract and subcontract for work, or modification thereof, all applicable Federal Equal Employment Opportunity Provisions.

EXHIBIT C
SEE ATTACHMENT

Teen Parent Connection

parenting · prevention · empowerment

Request for Funding from DuPage County Community Services to Support the Parents Pantry and Child Passenger Safety Education and Car Seat Program

Since 1985, Teen Parent Connection has effectively responded to the changing needs of young families in and around DuPage County, delivering parenting education and support services to adolescent parents, ages 12-22. The continuum of care we offer, from pregnancy to age five, is carefully designed to address the unique challenges adolescent parents and their children face. Our specialized programs positively impact parental knowledge and behavior, decrease stress, improve family functioning, and increase access to resources. Compared to the national averages for teen parents, TPC participants experience improved child health outcomes, increased capacity to meet the needs of their children, increased social and emotional support, and decreased risk of abuse and neglect. According to the Illinois Department of Public Health, nearly 500 babies are born to young parents – (ages 12 to 22 years old) in DuPage County each year. Teen Parent Connection helps empower these parents to lead self-sufficient lives, building a strong and stable foundation for baby's healthy growth and development. By investing in teen parents today, TPC safeguards the future of two generations: parent and child.

One of the programs Teen Parent Connection offers is our Parents' Pantry. The Pantry offers a reliable source of essential care items for parents and children who participate in our parenting programs. Our Pantry model is "incentive-based," meaning that young parents earn "baby bucks" while attending programs. Parents can "spend" their baby bucks in the Pantry in exchange for diapers, formula, food, clothing, personal hygiene products, and other essential baby supplies and equipment. The most sought-after items in the Pantry are diapers and baby wipes. These products are expensive to buy in stores and are not accessible through government assistance programs. Without clean diapers, babies cannot participate in early childhood programs or daycare, creating a barrier for young parents who need to work and/or attend school. In addition, lack of clean diapers for young children creates potential health issues for the child – as well as public health issues for the community. Our participants visit the Parents' Pantry during regular pantry hours, but because we are aware that many of our families struggle with transportation issues, they also have the option to have diapers and other pantry items delivered to them during weekly home visits from a Family Support Worker. Although much of our pantry stock is donated, there are times when participant needs outpaced

contributions, or are unique to their special situations – such as a need for medication, special baby formula, hypo-allergenic products, etc. This grant support we are requesting would help fund the purchase of essential supplies and operating costs for the Parents' Pantry. Projected number to be served by the Parents Pantry in the 2024 grant period: 250 young families.

Grant funds would also be utilized to operate Teen Parent Connection's Car Seat Safety Education program – which was first piloted in 2017, with one staff member completing the Illinois Child Passenger Safety Technicians certification and performing car seat installation and use demonstrations with 18 participant families. Today, Teen Parent Connection has a team of seven members who have completed training and certification as car seat technicians. In 2023, with the support of this grant our technicians will have provided car seat education, safety checks, and expert installation for approximately 70 families who reside in DuPage County. Projected number of families to be served in the 2024 grant period: 65-70 families.

This organization is well prepared to continue this level of service to the community. Our educational materials and curriculum have been developed in both English and Spanish. Additionally, the team created a survey tool to measure increases in parents' knowledge and confidence in their ability to correctly install a car seat and safely transport their child. Results are collected and analyzed quarterly as a part of our continuous quality improvement plan.

Activities for Teen Parent Connection's Car Seat Safety Education program include:

• TPC who are already certified as Child Passenger Safety Technicians will complete all continuing education and other activities as required for re-certification under Illinois state guidelines.

• One TPC staff will complete the Illinois Child Passenger Safety Technician certification as funding allows, with the goal of all direct service staff becoming certified.

• All TPC participant families will be offered the opportunity to complete an education and demonstration session with a TPC Child Passenger Safety Technician.

• TPC will host Car Seat Safety Fairs during the program year, in partnership with local police departments and other safety programs.

• TPC staff who are certified as Child Passenger Safety Technicians will present Car Seat Safety Education curriculum at all TPC parenting group sites and childbirth education classes during the program year.

• TPC staff will talk to participant families about their child's car seat safety and will provide them with Car Seat Safety Education handouts and other resources.

• Participant families who identify a need for a new car seat for their child will complete a session with a TPC Child Passenger Safety Technician and/or attend an education session to qualify for a new car seat.

• As in previous years, Teen Parent Connection will continue to partner with several local police departments to participate in our Car Seat Safety Fairs - and work to expand these partnerships in the over the course of the grant year.

• Teen Parent Connection will expand its reach into the community by offering child passenger safety education and car seats to other DuPage County families who meet the eligibility requirements of the Community Services Block Grant.

Teen Parent Connection is committed to the health and safety of children, and we feel that the organization and staff is well prepared to continue to manage the Car Seat Safety Education program for DuPage County. In addition to our request for funding to support the program, we would welcome any additional resources that DuPage County Community Services could provide to help families become aware of – and access other services to meet the needs of their family more adequately.

Request for Funding: Teen Parent Connection requests renewed funding of $40,000 to help the continuation of our work with both the Parents Pantry, and the Car Seat Safety Program. *See budget and funding sources attachment.

DuPage County CSBG Grant Fund Application Proposed Budget for January 1, 2024 - December 31, 2024

*A Final Budget, not exceeding the approved amount, will be submitted no later than January 15, 2024, in accordance with Title IV of the Service Block Grant. No categories may be added or subtracted from those proposed.

Thank you for your consideration of this request.

Becky Beilfuss

Executive Director 630-812-0116

beckyb@teenparentconnection.org
Teen Parent Connection 475 Taft Ave.
Glen Ellyn, Illinois 60137
Request submitted August 7, 2023

TEEN PARENT CONNECTION
PANTRY & CAR SEAT PROGRAM EXPENSES FY24

	FY24 Budget
Salaries & Wages	$ 63,068
Taxes	$ 4,825
Benefits	$ 4,000
Program Consultants	$ 567
Other Consultants	$ 967
Food	$ 120
Supplies	$ 282
Insurance	$ 672
Maintenance	$ 2,238
Local Transportation	$ 40
Loan Interest Expense	$ 402
Building Rent/Pod	$ 4,800
Telephone	$ 795
Subscriptions & Memberships	$ 101
Postage	$ 20
Outside Printing	$ 128
Other Expenses	$ 341
Equipment Rental	$ 199
Training/Conferences	$ 443
Pantry Supplies (diapers, wipes, baby food, other supplies)	$ 5,000
Scholarships	$ 3,000
TOTAL	**$ 92,008**

Teen Parent Connection
2024 CSBG Grant Proposal
Financial Summary

Grant Request:	***$ 40,000***

Budget		
Training for new staff	$	250
Recertification (7 @$100 each)	$	700
Car seats (70@ $175 each)	$	12,250
Offsite storage rental	$	2,000
Parents' Pantry supplies	$	2,800
Staff time	$	22,000
Total	**$**	**40,000**

Other Sources of Program Funding		
Naperville Rotary	$	4,000
Wheaton Rotary	$	2,000
Naperville Rotary Sunshine	$	1,000
Alfred Bersted Foundation	$	5,000
United Way DuPage Area	$	5,000
DuPage Foundation	$	5,000
Community Memorial Foundation	$	5,000
Jordan Family Foundation	$	2,000
Individual Donations	$	23,000
Total	**$**	**52,000**

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: Dec 30, 2023

Bid/Contract/PO #:

Company Name: Teen Parent Connection	Company Contact: Becky Beilfuss
Contact Phone: 630-812-0116	Contact Email: beckyb@teenparentconnection.org

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

Printed Name: Becky Beilfuss

Title: Executive Director

Date: Dec 30, 2023

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 #: HS-P-0012-24 **Agenda Date:** 1/16/2024 **Agenda #:** 15.G.

AWARDING RESOLUTION ISSUED TO CATHOLIC CHARITIES TO PROVIDE SHELTER, CASE MANAGEMENT, AND FINANCIAL ASSISTANCE TO SITUATIONALLY HOMELESS RESIDENTS AND AT RISK OF HOMELESSNESS RESIDENTS OF DUPAGE COUNTY AND FINANCIAL SUPPORT FOR THE BACK TO SCHOOL FAIR (SUB-GRANTEE AGREEMENT TOTAL AMOUNT $65,000.00)

WHEREAS, a sub-grantee agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a sub-grantee agreement to Catholic Charities to provide shelter, case management, and financial assistance to the situationally homeless residents and at risk of homelessness residents of DuPage County and financial support for the Back to School Fair, for the period January 1, 2024 through December 31, 2024, for Community Services, under the Community Services Block Grant.

NOW, THEREFORE BE IT RESOLVED that County sub-grantee agreement covering said, to provide shelter, case management, and financial assistance to the situationally homeless residents and at risk of homelessness residents of DuPage County for the period January 1, 2024 through December 31, 2024, for Community Services through the Community Services Block Grant, be, and it is hereby approved for the issuance of a sub-grantee agreement by the Procurement Division to Catholic Charities, 3040 Finley Road Suite 200, Downers Grove, IL 60515, for a total amount not to exceed $65,000.00. 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). (Grant funded.)

Enacted and approved this 23rd day of January, 2024 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

Procurement Review Comprehensive Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: $65,000.00
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 01/16/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: $65,000.00
	CURRENT TERM TOTAL COST: $65,000.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD:
Vendor Information		*Department Information*	
VENDOR: Catholic Charities	VENDOR #:	DEPT: Community Services	DEPT CONTACT NAME: Gina Strafford-Ahmed
VENDOR CONTACT: Amy LaFauce	VENDOR CONTACT PHONE: (630) 495-8008 ext. 6509	DEPT CONTACT PHONE #: 6444	DEPT CONTACT EMAIL: gina.strafford@dupagecounty.gov
VENDOR CONTACT EMAIL: alafauce@cc-doj.org	VENDOR WEBSITE: www.catholiccharitiesjoliet.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.).
Catholic Charities provides shelter, case management and financial assistance to the situationally homeless residents and at risk of homelessness residents of DuPage County; $55,000 in CSBG grant funds supports this initiative. The also hold an annual Back to School Fair to ensure children have the appropriate supplies to attend school; $10,000 in CSBG grant funds support this initiative for a total of $65,000.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
$55,000 in CSBG funds will assist approximately 75 homeless residents or at risk of homelessness residents with counseling, case management, financial assistance, budgeting assistance, job search assistance, transportation assistance, job skills/training, and will be linked to various other resources in the County. $10,000 in CSBG funds will be used to support the Back to School Fair assisting approximately 1,200 families with school supplies.

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

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. This is a sub-grant exempt from bidding. They will provide direct services for the County's CSBG program and will maintain all records and financial documents. Catholic Charities is an established not for profit in DuPage County and has received Human Services Grant Funds and CDBG funding as well. See attached request for funding. See attached request for funding. In conducting the 2022 DuPage County Department of Community Services' Needs Assessment, a top unmet need in our community is housing. 91% of the Stakeholders who responded to the Needs Assessment Survey identified finding affordable housing as being the biggest barrier for residents in DuPage County. Catholic Charities (Sub-grantee) will provide housing case management services to individuals residing in the Kathy Paulsen Hope House Emergency Shelter moving these individuals to permanent stable housing.
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). Fund the program at $65,000 1) Issue a sub grantee agreement with Catholic Charities for $65,000. This will allow homeless families to have a safe place to stay and receive other services to establish permanent housing. Will also assist families in obtaining needed supplies for their children to start school. 2) Do not fund the program and run the risk that families will be forced to live without shelter in their cars or on our streets and children will not have the appropriate supplies for school.

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: Catholic Charities	Vendor#:	Dept: Community Services	Division: Intake and Referral
Attn: Amy LaFauce	Email: alafauce@cc-doj.org	Attn: Gina Strafford-Ahmed	Email: gina.strafford@dupagecounty.gov
Address: 3040 Finley Road Suite 200	City: Downers Grove	Address: 421 N. County Farm Rd	City: Wheaton
State: Illinois	Zip: 60515	State: Illinois	Zip: 60187
Phone: (630) 495-8008 ext. 6509	Fax:	Phone: 6444	Fax:
Send Payments To:		*Ship to:*	
Vendor: SAA	Vendor#:	Dept: SAA	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): Jan 1, 2024	Contract End Date (PO25): Dec 31, 2024
Contract Administrator (PO25):			

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		Contract Services	FY24	5000	1650	53820	24-231028	65,000.00	65,000.00
FY is required, assure the correct FY is selected.										Requisition Total	$ 65,000.00

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

AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND CATHOLIC CHARITIES FOR COMMUNITY SERVICE BLOCK GRANT FUNDS

This AGREEMENT is entered into as of this ___ day of _____20__, by and between the COUNTY OF DUPAGE, ILLINOIS ("COUNTY"), a body politic and corporate, with offices located at 421 N. County Farm Road, Wheaton, Illinois, 60187, and CATHOLIC CHARITIES ("SUBGRANTEE"), a not-for-profit corporation, with offices at 16555 Weber Road, Crest Hill, IL 60403, UEI TK79EJPCX1C6.

SECTION I

STATEMENT OF PURPOSE

The COUNTY has applied for and received Community Service Block Grant (“CSBG”) Funds from the Illinois Department of Commerce and Economic Opportunity ("DCEO"), as provided by the Community Services Block Grants Act (42 USC 9901.) (the "ACT"). SUBGRANTEE desires and hereby elects to participate as a SUBGRANTEE of the aforesaid CSBG Funds allocated to COUNTY. COUNTY has considered and approved the application of the SUBGRANTEE and hereby agrees to provide GRANTEE funding in the amount and under the conditions hereafter provided.

SECTION II

REQUIREMENTS OF SUBGRANTEE

In consideration of receiving CSBG funds from the COUNTY, the SUBGRANTEE shall perform the following activities for the benefit of the COUNTY in a timely fashion:

1. SUBGRANTEE will conduct outreach to notify community of program;
2. SUBGRANTEE will maintain 24 hours, 7-day crisis line to serve as a central clearinghouse for all emergency shelter needs in DuPage County. Screen, assess and refer clients in need of shelter;
3. SUBGRANTEE Complete intake, determine eligibility and maintain 75 client files, files will contain: 30-day income, self-sufficiency scale documentation of household members and proof of homelessness or DuPage County residency;
4. SUBGRANTEE will screen potential residents for substance abuse or serious mental illness and the ability to become self-sufficient with staff assistance;
5. SUBGRANTEE will provide case management services to CSBG eligible individuals who are homeless in the Kathy Paulsen Hope House Emergency Shelter;
6. SUBGRANTEE will create and monitor an individualized Service Plan detailing individuals’ goals and objectives. Case Manager will revisit plan with client every 30 days;
7. SUBGRANTEE will provide employment and vocational counseling support through one-on one counseling or group classes;
8. SUBGRANTEE will provide housing navigation support to individuals seeking safe, permanent housing;
9. SUBGRANTEE will monitor interventions and connect clients with needed services, advocate when necessary;

10. SUBGRANTEE will provide direct housing support in the form of basic needs, security deposit, rental assistance, moving expense, basic household furnishings and car repairs to 30 households exiting Kathy Paulsen Hope House Emergency Shelter to permanent housing;

11. SUBGRANTEE will partner with HOME DuPage to provide financial literacy to clients in CSBG Program;

12. SUBGRANTEE will provide up to 6 months aftercare services including follow up case management, advocacy, referrals, and resources to 100% of households exiting Kathy Paulsen Hope House Emergency Shelter;

13. SUBGRANTEE will invoice COUNTY, at least, quarterly for services, invoice must provide details of costs;

14. SUBGRANTEE Provide DuPage County Department of Community Services with the Agency's Annual audit and provide proof of Unique Entity ID generated by SAMS.gov;

15. SUBGRANTEE will participate in the DuPage County Department of Community Services Needs Assessment via client surveys, focus groups, client data and agency/board surveys;

16. SUBGRANTEE will update 211dupage.gov annually with agency referral information by 9/1/2024;

17. SUBGRANTEE will provide COUNTY CSBG applications within 30 days of completion;
18. SUBGRANTEE will plan, organize, and market the DuPage Back to School Fair;
19. SUBGRANTEE will bill COUNTY at least quarterly for re-housing (rent, security deposit, moving expenses, food, etc.);
20. SUBGRANTEE will bill COUNTY for expenses incurred for the Back-to-School Fair no later than September 30, 2024;
21. SUBGRANTEE will comply with all assurances as further detailed in Exhibit "A," attached hereto and incorporated herein as part of this Agreement.

SECTION III

AMOUNT OF THE GRANT

The COUNTY shall grant to SUBGRANTEE, as full payment for all activities to be performed by SUBGRANTEE pursuant to this AGREEMENT, a maximum compensation of $55,000.00 for Kathy Paulsen Hope House activities and a maximum of $10,000 for Back-to-School Fair activities total grant of $65,000. Kathy Paulsen Hope House invoicing shall be sent at least quarterly, based upon expenses incurred, and must include supporting client documentation for expenses billed. Back to School Fair invoicing will be based on expenses incurred for the fair. Invoicing for the fair will be received by September 30, 2024. Final invoice for Kathy Paulsen Hope House activities must be received by January 15, 2025.

SECTION IV

FEDERAL/STATE APPROPRIATION; NON-APPROPRIATION/INSUFFICIENT APPROPRIATION; REDUCED APPROPRIATION

A. Appropriation: The SUBGRANTEE is hereby given actual knowledge that pursuant to the State Finance Act, 30 ILCS 105/30, payments under this grant are contingent upon the existence of a valid appropriation that no officer shall contract any indebtedness on behalf of the State or assume to bind the State in an amount in excess of the money appropriated, unless expressly authorized by law.

B. Non-appropriation/Insufficient Appropriation: Payments pursuant to this Grant are subject to the availability of applicable federal and/or state funding from the Department of Commerce and Economic Opportunity, here in after referred to as DCEO and their appropriation and authorized expenditures under State law. DCEO shall use its best efforts to secure sufficient appropriations to fund this, Grant. However, DCEO's obligations hereunder shall cease immediately, without penalty or further payment being required, if the Illinois General Assembly or federal funding source fails to make an appropriation sufficient to pay such obligation. Any grant is void by operation of law if DCEO fails to obtain the requisite appropriation to pay the COUNTY in any year in which this Grant is in effect.

C. Reduced Funding Sources/Revenues: DCEO reserves the right to reduce the amount to be paid to the COUNTY if DCEO determines that it is in the best interest of the State of Illinois to reduce its obligation as a result of the occurrence of any of the following events during the term of the Grant:

1. Receipts from revenues which provide the funding for this Grant either fall significantly short of anticipated levels, or significantly decrease, or
2. Other sources (external grants, contracts, awards, etc.) providing funds for this Grant are decreased or withdrawn. If such an event occurs, DCEO will notify the COUNTY as soon as possible and the COUNTY will notify the SUBGRANTEE. If DCEO and COUNTY are able to agree on a reduced compensation amount and a corresponding reduced scope of services, the parties shall execute a grant modification so stating.

SECTION V

TIMELY COMPLETION OF PROJECT

Time is of the essence in this AGREEMENT; SUBGRANTEE shall complete all activities described herein between January 1, 2024 and December 31, 2024, unless terminated pursuant to this agreement.

SECTION VI

CONDITIONS OF GRANT

A. Assurances: The SUBGRANTEE assures the COUNTY that it will comply with the laws, regulations and orders identified in Exhibit "B," attached hereto and made a part of this AGREEMENT. (January 1, 2024- December 31, 2024.)

B. Equal Opportunity: The COUNTY as a condition to its grant of funds requires the SUBGRANTEE, when applicable to file certifications showing equal employment opportunity compliance including Equal Opportunity Certification (See Exhibit "B").

C. Non-Discrimination: The SUBGRANTEE in performing under this agreement, shall not discriminate against any worker, employee or applicant or any member of the public because of race, creed, color, sex, age or national origin, nor otherwise commit an unfair employment practice. The SUBGRANTEE will take affirmative action to ensure that applicants are employed without regard to race, creed, color, sex, age or national origin. Such affirmative action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, termination, rates of pay or other forms of compensation, selection for training, including apprenticeship. The SUBGRANTEE agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this non-discriminatory clause.

D. Appearance of Impropriety: SUBGRANTEE agrees to establish safeguards to prohibit employees and/or elected officials of the localities in which the program is situated from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others particularly those with whom they have family, business or other ties.

E. Political Activities Restricted: SUBGRANTEE agrees that neither the program nor the funds provided therefor, and the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States code, referred to as the Hatch Act.

F. Retention of Records: The SUBGRANTEE shall maintain records to show actual time devoted and costs incurred and shall prepare and submit monthly progress reports that describe the work already performed and anticipated during the coming time period. Upon fifteen (15) days notice from the COUNTY, all time sheets, billings, and other documentation, used in the preparation of said progress reports shall be made available for inspection, copying, or auditing by the COUNTY at any time during normal business hours, at 421 North County Farm Road, Wheaton, Illinois.

G. Audit and Inspection of Records: The SUBGRANTEE shall as often as deemed necessary by the Department of Commerce and Economic Opportunity or the Comptroller of the State of Illinois, or the Comptroller General of the United States, or any of their duly authorized representatives to have full access to and the right to examine any pertinent books, documents, papers, and records of the SUBGRANTEE involving transactions related to this GRANT for five (5) years from the date of submission of the final expenditure report or until all audit findings have been resolved, whichever is later. The SUBGRANTEE shall include in all its contracts under this GRANT a provision that the Department or the Comptroller of the State of Illinois, or the Comptroller General of the United States, or any of their duly authorized representatives will have full access to and the right to examine any pertinent books, documents, papers, and records of any such contractor involving transactions related to the Grant for five (5) years from the final payment under the Grant. The term "contract:" as used in this clause excludes purchase orders not exceeding $2,500.00.

Subcontractors whose contract amount equals or exceeds $25,000.00 annually and who are subject to the provisions of Whitehouse Office of Management and Budget Circular A-133

("OMB Circular A-133") shall provide a copy of their most recent audit report or financial statements to the DuPage County Department of Community Services.

H. Availability of Laws, Regulations and Orders: The COUNTY shall provide the SUBGRANTEE, upon request, copies of all laws, regulations and orders cited in this AGREEMENT.

I. Federal award identifying information:

CFDA #	93.569
CFDA Title	Community Services Block Grant
Award #	G-13B1ILCOSR
Federal Awarding Agency	Department of Health and Human Services

SECTION VII

SUBGRANTEE shall at all times observe and comply with Title 21 CIR Part 570 and all applicable laws, ordinances or regulations of the Federal, State, COUNTY and local government which may in any manner affect the performance of this AGREEMENT, including Community Services Block Grant CSBG Grant No. 24-231028 which is incorporated into and made a part of this AGREEMENT and is attached hereto as Exhibit C, and the SUBGRANTEE shall perform all acts with responsibility to the COUNTY in the same manner as the COUNTY is required to perform all acts with responsibility to the Federal Government.

SECTION VIII

Upon release of funds by DCEO for the activities covered by this AGREEMENT, the COUNTY shall make disbursements to the SUBGRANTEE upon the SUBGRANTEE'S submission of claims.

The SUBGRANTEE shall provide all disbursement of grant funds on a quarterly basis. Said reports shall include the SUBGRANTEE'S certification that work under third party contracts was performed in a satisfactory manner and in conformance with said third party contracts.

The SUBGRANTEE, at its option, may elect to finance expenditures, in whole or in part, for purposes covered by the grant and submit claims to the COUNTY for reimbursement. Or cash advances to the SUBGRANTEE shall be limited to the minimum amount needed and shall be timed to be in accord with the actual, immediate cash requirements necessary to carry out the purpose of the approved program or project.

The SUBGRANTEE shall disburse all funds within three (3) working days of receipt.

COUNTY shall be responsible, except as provided for in Section XIII below, for making all required payments against expenses incurred by SUBGRANTEE under this AGREEMENT. SUBGRANTEE shall forward to COUNTY all billings, vouchers, and other documents representing accounts payable, in such timely and reasonable manner as the parties shall determine. Such procedure will facilitate the maintenance of financial records by COUNTY as required by OMB Circular A-102.

SECTION IX

REPORTING REQUIREMENTS

SUBGRANTEE shall submit to COUNTY a monthly progress report and or billing no later than the fifth (5th) day of the following month. In addition, SUBGRANTEE shall submit to the COUNTY an annual performance report and or annual report within thirty (30) days of the end of the SUBGRANTEE's fiscal year.

SECTION X

AMENDMENTS

This AGREEMENT constitutes the entire agreement between the parties hereto. Any proposed change in this AGREEMENT shall be submitted to the COUNTY for its prior approval. No modification, addition, deletion, etc., to this AGREEMENT shall be effective unless and until such changes are executed in writing by the authorized officers of each party.

SECTION XI

FINANCIAL ASSISTANCE AGREEMENT

This AGREEMENT is made subject to financial assistance agreements between the COUNTY and DCEO.

SECTION XII

INDEMNIFICATION

SUBGRANTEE shall indemnify, hold harmless and defend the COUNTY and its affiliates, officials, officers, employees and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, SUBGRANTEE's negligent or willful acts, errors or omissions in its performance under this Agreement. These provisions shall survive termination of this Agreement.

SECTION XIII

TERMINATION

The COUNTY may terminate this AGREEMENT at any time hereafter, with or without cause, by giving written notice to SUBGRANTEE at the address specified above. Termination shall be effective upon receipt of such notice by SUBGRANTEE, see addition.

A. In the event the COUNTY terminates this AGREEMENT other than for breach thereof by SUBGRANTEE, the COUNTY agrees to pay SUBGRANTEE, and SUBGRANTEE agrees to accept as its sole remedy, cancellation charges equal to the remaining unpaid costs accrued and obligated to date of cancellation.

B. In the event the COUNTY terminates this AGREEMENT because of a material breach by SUBGRANTEE, the SUBGRANTEE shall assume liability for all costs incurred by the COUNTY to complete the Project as defined in Section II. The SUBGRANTEE also agrees to forfeit any unpaid grant monies at the time of termination, and may be subject to further penalties, up to and including, but not limited to, shall be barred from future participation in the

COUNTY'S Community Services Block Funds grant program. If the COUNTY elects to bar the SUBGRANTEE from future participation, the SUBGRANTEE shall be entitled to a hearing before the Health and Human Services Committee of the DuPage County Board.

C. A "material breach" of this AGREEMENT shall be defined as a failure by the SUBGRANTEE to fulfill the stated purposes of this AGREEMENT as set forth in Section II, and further outlined in Exhibit "A;" failure to timely complete the project as set forth in Section IV, or any of the conditions of the grant as set forth in Section V, or any other obligations of the SUBGRANTEE as proscribed by this AGREEMENT, including, but not limited to, failure to submit monthly progress reports or third-party contract reports.

SECTION XIV
ASSIGNMENT

SUBGRANTEE shall not assign this AGREEMENT or any part thereof and SUBGRANTEE shall not transfer or assign any funds or claims due or to become due hereunder without the written approval of the COUNTY having been first obtained.

SECTION XV
UNAVOIDABLE DELAY

If the SUBGRANTEE is delayed in the completion of this Project under this AGREEMENT by a cause legitimately beyond his/her control, he/she must immediately upon receiving knowledge of such delay, give written notice to the COUNTY and request an extension. The COUNTY shall notify the SUBGRANTEE of the decision in writing and that decision shall be final and binding. The COUNTY'S decision not to extend this AGREEMENT constitutes a breach of this AGREEMENT by the SUBGRANTEE.

SECTION XVI
SEVERABILITY

If any provision of this Agreement is or becomes illegal or invalid, it shall be effective to the extent of such illegality or invalidity, and the legality and validity of the remaining provisions contained herein shall not be affected thereby.

SECTION XVII
APPLICABLE LAW & VENUE

This Agreement shall be governed and construed in accordance with the law of the State of Illinois and the parties agree that the exclusive venue for the resolution of any disputes that arise under this Agreement shall be the 18th Judicial Circuit Court of DuPage County, Illinois.

SECTION XVIII

RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall be construed to constitute that either party is a partner, employee or agent of the other, nor shall either party have the authority to bind the other in any respect, it being intended that the SUBGRANTEE in an independent contractor solely responsible for its own actions.

SECTION XIX
NOTICE

All notice which may be or are required to be given pursuant to this Agreement shall be in writing, addressed as sent forth below and shall be mailed by first class, registered or certified mail or transmitted by hand delivery.

Each party may designate by notice in writing a new address to which any notice or communication may thereafter be so given, served or sent.

TO: Catholic Charities
16555 Weber Rd
Crest Hill, IL 60403
Attention: Kathleen Langdon

TO: DuPage County Community Services
421 N. COUNTY Farm Road
Wheaton, IL 60187
Attention: Gina Strafford-Ahmed

SECTION XX
HEADINGS

The Section headings of this AGREEMENT are for convenience and reference only and in no way define, limit or describe the scope or intent of this AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the dates hereafter indicated to be effective on the date first written above:

COUNTY OF DUPAGE
("COUNTY")

BY:_____ DATE: _____
MARY A. KEATING, DIRECTOR
DUPAGE COUNTY DEPARTMENT OF COMMUNITY SERVICES

CATHOLIC CHARITIES
("SUBGRANTEE")

BY: _____ DATE: _____

TITLE: _____

ATTEST: _____ DATE: _____

EXHIBIT A

ASSURANCES

The SUBGRANTEE hereby assures, with respect to the Community Services Block Grant, that:

1. It possesses legal authority to apply for the Grant and to execute the proposed program.
2. It has reviewed and accepted the Grant Agreement it its entirety, including all understandings and assurances contained therein, and directing and designating the authorized representative of the SUBGRANTEE to act in connection with the Grant Agreement and to provide such additional information as may be required.
3. It agrees that no funds granted hereunder shall be used for any partisan or non-partisan political activity or to further the election or defeat of any candidate for public office, nor shall they be used in any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any election or in any voter registration activity.
4. The grant will be conducted and administered in compliance with:
    a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1, *et. seq.*), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance.
    b) Section 677, (a) of the Community Services Block Grant Act, which provides that no person shall be excluded on the grounds of race, color, national origin, or sex from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds made available under the program. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual, as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to any such program activity.
    c) Title VII of the Civil Rights Act of 1968 (P.L. 90-824) as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services within the applicant's jurisdiction.
    d) Executive Order 11246 (30 F.R. 12319, September 28, 1965) and all regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such contractors and subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates or pay or other forms of compensation and selection for training and apprenticeship.
5. The SUBGRANTEE agrees to take affirmative action to ensure that no unfair practice is committed, in accordance with the Illinois Human Rights Act. (775 ILCS 5/1-101 *et. seq.*).

EXHIBIT B

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION COMMUNITY SERVICES BLOCK GRANT PROGRAM, COUNTY OF DUPAGE

In carrying out the program, the SUBGRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The SUBGRANTEE shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The SUBGRANTEE shall post in conspicuous places, available to employees, and applicants for employment, notices to be provided by the Government setting forth the provision of this non-discrimination clause. The SUBGRANTEE shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The SUBGRANTEE shall cause or require to be inserted in full or any contract and subcontract for work, or modification thereof, all applicable Federal Equal Employment Opportunity Provisions.

EXHIBIT C
SEE ATTACHED

2024 Community Services Block Grant Proposal
Catholic Charities, Diocese of Joliet
Kathy Paulsen Hope House Shelter &
Back to School Fair

Catholic Charities, Diocese of Joliet desires to participate as a sub-grantee of the County's Community Services Block Grant. Catholic Charities is requesting a total of $65,000 which includes $55,000 for Kathy Paulsen Hope House Shelter and $10,000 for the DuPage Back to School Fair.

Located in DuPage County, Kathy Paulsen Hope House is a 24 hour, 18-bed shelter serving individuals and families made homeless by a crisis (e.g. job loss, divorce, depleted savings, eviction or home foreclosure). It provides short-term shelter, case management and support services to assist and empower clients to find employment and permanent, stable housing leading to self-sufficiency. Kathy Paulsen Hope House also operates a 24 hour crisis hotline, which serves as a primary access point for all those in DuPage County seeking homeless services.

In FY 2023, Kathy Paulsen Hope House served 153 individuals (37 children ages 1-17; 105 adults ages 18-61 and 11 seniors 62+). Of the total served, 74 were Caucasian; 75 African-American; 2 American Indian, Alaska Native, or Indigenous and 2 identified as multi-racial. A total of 48 individuals identified as Hispanic. During the past fiscal year, 55% of the adults who entered the shelter program, exited with full-time or equivalent employment earning enough income to obtain and maintain housing in the community, allowing 63% of Hope House clients to exit into permanent, stable housing.

The Back To School Fair (BTSF) is a large-scale program through which Catholic Charities partners with local agencies to provide school supplies and essential basic needs support to children in grades K-12 for a successful return to school. The families attending are representative of the "working poor" as well as residents from homeless shelters, transitional housing, and domestic violence shelters. They have limited or no resources available to prepare their children for the upcoming school year. Eligible families must reside in DuPage County, provide self-certification of income, proof of Medicaid eligibility, and children of the BTSF families served must qualify for federally-sponsored free school lunch programs.

The BTSF enables Catholic Charities to prepare extremely low-income children and their families for the new school year by providing back packs and school supplies as well as access to critical, resources and services. In 2022, the Back to School Fair served a total of 651 families totaling 2,754 individuals with 1,608 school aged children receiving a backpack filled with school supplies as well as food boxes of perishable and non-perishable items.

The funding requested through the County's Community Services Block Grant will be used to perform the following activities for the benefit of the County in a timely fashion:

1. Maintain a 24 hour, 7 day crisis line to serve as a central clearinghouse for all shelter needs in DuPage, having on call 24 hours per day, a staff member with a Masters of Social Work or equivalent degree and experience.
2. Screen, assess and refer clients in need of shelter.
3. Provide case management services to 75 CSBG eligible individuals who are homeless (200% of Federal Poverty Level or Below). Additional Services provide as needed will be:
    a. Provide emergency shelter
    b. Provide employment and vocational counseling support through one-on-one counseling and group classes.
    c. Provide housing navigation support to households as they seek safe, permanent stable housing that is subsidized or unsubsidized.
    d. Create and monitor an Individualized Service Plan detailing individuals' goals and objectives to obtain permanent stable housing; revising this plan every 30 days.
    e. Provide direct housing support in the form of basic needs, security deposit, rental payment, moving expenses, basic household furnishings and car repairs for 30 households (45 individuals) at or below 200% poverty level exiting Hope House to safe, permanent housing.
    f. Partner with HOME DuPage to provide financial Literacy.
    g. Provide up to 6 months of aftercare services including follow up, case management, advocacy, referrals and resources to 100% of households who exit Hope House shelter.
4. Obtain proof of 30 day income, household members, and proof of residency or homelessness maintain in client file
5. Plan, organize, and market the DuPage Back to School Fair
6. Comply with all assurances as further detailed in Exhibit "A" attached hereto and incorporated as part of the 2024 Community Service Block Grant Agreement

Catholic Charities Diocese of Joliet agrees that the requested CSBG funds will be expended between the dates of 01/01/2024 to 12/31/2024 with a final budget due by January 15, 2025. Invoicing for the Back to School Fair will be submitted by September 30, 2024. Final invoice for Kathy Paulsen Hope House activities will be submitted by January 22, 2025.

DuPage CSBG 2024
Kathy Paulsen Hope House and BTSF Budgets

HOPE HOUSE SHELTER	Approved 2024 Funding	Pending 2024 Funding	Total 2024 Funding
Sources of Operating Funds for this Program			
Federal Funds: ESG passed through DuPage Co.	$54,236.00		$54,236.00
Federal Funds: ESG passed through DHS	$42,163.00		$42,163.00
Federal Funds: CSBG passed through DuPage Co.		$55,000.00	$55,000.00
Federal Funds: EFSP passed through FEMA	$47,615.00	$15,970.00	$63,585.00
State Funds: Emergency & Transitional Housing	$222,700.00		$222,700.00
Miscellaneous contrib		$16,709.00	$16,709.00
Total Revenue	$366,714.00	$87,679.00	$454,393.00

	Other Budgeted expense	CSBG Expense	Total Expense
Expenses			
Salaries & related expenses	$314,948.00	$30,000.00	$344,948.00
Shelter expenses & supplies	$23,468.00		$23,468.00
Shelter occupancy costs	$57,233.00		$57,233.00
Direct support	$2,400.00	$25,000.00	$27,400.00
Training, travel & other program expenses	$1,344.00		$1,344.00
Total expenses	$399,393.00	$55,000.00	$454,393.00

BACK to SCHOOL FAIR	Approved 2024 Funding	Pending 2024 Funding	Total 2024 Funding
Sources of Operating Funds for this Program			
Federal Funds: CSBG passed through DuPage Co.		$10,000.00	$10,000.00
Miscellaneous contrib		$68,825.00	$68,825.00
Total Revenue	$0.00	$78,825.00	$78,825.00

	Other Budgeted Expense	CSBG Expense	Total Expense
Expenses			
Salaries & related expenses	$8,920.00	$4,400.00	$13,320.00
Venue rental		$1,600.00	$1,600.00
School supplies	$56,000.00	$4,000.00	$60,000.00
Postage, printing, and event supplies	$2,380.00		$2,380.00
Other event expense	$1,525.00		$1,525.00
Total expenses	$68,825.00	$10,000.00	$78,825.00

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: 01/02/2024

Bid/Contract/PO #:

Company Name: Catholic Charities, Diocese of Joliet	Company Contact: Amy LaFauce
Contact Phone: 630-495-8008	Contact Email: alafauce@cc-doj.org

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.

Signature on File

Authorized Signature

Printed Name Kathleen Langdon

Title Executive Director

Date 01-03-2024

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 #: HS-R-0004-24 **Agenda Date:** 1/16/2024 **Agenda #:** 15.A.

AUTHORIZING EXECUTION OF INTERGOVERNMENTAL AGREEMENT BETWEEN PACE SUBURBAN BUS AND DUPAGE COUNTY COMMUNITY SERVICES FOR THE SENIOR TRANSPORTATION GRANT PROGRAM $126,500

WHEREAS, County of DuPage has accepted and appropriated PY24 Older Americans Act Funds from AgeGuide for the provision of transportation services for older persons traveling to medical appointments and other essential services; and

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

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

WHEREAS, such an intergovernmental agreement has been negotiated that outlines the terms and conditions associated with the County providing $126,500 (ONE HUNDRED TWENTY-SIX THOUSAND, FIVE HUNDRED AND NO/100 DOLLARS) to Pace Suburban Bus from budget code 5000-1660-53827 24-703F 53827; and

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

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

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

Enacted and approved this 23rd day of January, 2024 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

INTERGOVERNMENTAL AGREEMENT FOR PARATRANSIT SERVICE – SENIOR GRANT PROGRAM

This Intergovernmental Agreement for Paratransit Service – Senior Grant Program ("Agreement") is made by Pace, the Suburban Bus Division of the Regional Transportation Authority, an Illinois municipal corporation, (Pace") and County of DuPage, an Illinois municipal corporation, ("County"). Pace and County are sometimes individually referred to as a "Party" and collectively referred to as the "Parties" in this Agreement.

RECITALS

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

WHEREAS, Article VII, Section 10 of the constitution of the State of Illinois (Ill. Const. art. VII, § 10) authorizes units of local government to contract or otherwise associate amount themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorizes and encourages intergovernmental cooperation; and

WHEREAS, the Parties are units of local government within the meaning of Article VII, Section 10 of the Constitution of the State of Illinois (Ill. Const. art. VII, § 10) and have the power and authority to enter into this agreement; and

WHEREAS, on January 24, 2006, the Parties entered into an Intergovernmental Agreement for the creation of a coordinated paratransit program known as Ride DuPage ("2006 IGA"); and

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

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual promises contained in this agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Effective Date.** This Agreement shall be in effect beginning on December 1, 2023. If the Party signs this Agreement but fails to date its signature, the date that the other Party receives the signing Party's signature on this Agreement shall be deemed to be the date that they signed this Agreement.

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

3. **Term and Termination.** This Agreement shall remain in effect through November 30, 2024 unless earlier terminated by:

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

(b) Pace upon written notice to County in the event: (1) sufficient funds have not been appropriated to cover County's financial obligations to Pace under this Agreement or to any other agency funding the Service; (2) Pace develops alternative public transportation services which, as determined by Pace, will better meet the transportation needs of the public; or (3) County fails to make payments as required by Section 6 of this Agreement; or

(c) the 2006 IGA ceasing to be in full force and effect.

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

4. **Service Provider.** Pace shall contract with one or more outside service providers to provide the Service. Pace shall not be responsible for any failure to provide the Service due to circumstances beyond the reasonable control of Pace and/or Pace's outside service provider (s). Pace shall make every reasonable effort to have the Service restored as soon as practical. Within 24 hours of any failure to provide the Service, Pace shall provide County with written notice of the circumstances for the failure and an estimate as to when the Service will be restored. No fees shall be charged by any outside service provider for Service not performed.

5. **Reporting.** Pace shall provide County with electronic access to or, in the event electronic access is unavailable, a copy of a monthly report containing the number of one-way trips in connection with the Service and the total number vehicle Service hours.

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

(a) The Total Expense shall equal the sum of hourly Service expense and the per-trip Service expense. The hourly Service expense shall be calculated by multiplying the number of vehicle Service hours by the hourly rate charged to Pace by Pace's outside provider(s) delivering the Service. The per-trip Service expense shall be calculated on a trip-by-trip basis. The operating expense shall be the aggregate of rates and/or fees charged to Pace by Pace's outside service provider(s) delivering the Service.

(b) County Reimbursement shall not exceed $126,500.00. County shall be responsible for promptly submitting written Services change requests to Pace to avoid exceeding that amount.

(c) County shall pay Pace within 30 days of receiving the monthly bill for the County Reimbursement. County shall mail payment to:

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

(d) Notwithstanding anything to the contrary in this Agreement, in 2024 only, Pace will remit to sponsor (sponsor means a unit of local government or an agency that will participate in providing Services to its eligible riders) a subsidy in the amount of $14,172 which amount represents 15% of sponsor's 2023 estimated local share. The Pace contribution will be limited to 75% of the actual operating deficit.

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

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

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

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

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

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

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

14. **Entire Agreement and Non-Reliance**. This Agreement, including any introductory recitals and any attached exhibits, which are hereby incorporated into and made a part of this Agreement, constitutes the entire agreement between the Parties and supersedes any prior written or oral understandings, agreements, or representations between the Parties that may have related in any way to the subject matter of this Agreement, and no other written or oral warranties, inducements, considerations, promises, representations, or interpretations, which are not expressly addressed in this Agreement, shall be implied or impressed upon this Agreement.

County represents and warrants that: (a) County has conducted such independent review, investigation, and analysis (financial and otherwise) and obtained such independent legal advice as desired by County to evaluate this Agreement and the transaction(s) contemplated by this Agreement; (b) Pace has not made any representations or warranties to County with respect this Agreement and the transaction(s) contemplated by this Agreement, except such representations and/or warranties that are specifically and expressly set forth in this Agreement; and (c) County has relied only upon such representations and/or warranties by Pace that are specifically and expressly set forth in this Agreement and has not relied upon any other representations or warranties (whether oral or written or express or implied), omissions, or silences by Pace. Without limiting any representations and/or warranties made by Pace that are specifically and expressly set forth in this Agreement, County acknowledges that Pace will not have or be subject to any liability to County resulting from the distribution to County or County's use of any information, including any information provided or made available to County or any other document or information in any form provided or made available to County, in connection with this Agreement and the transaction(s) contemplated by this Agreement.

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

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

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

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

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

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

(a) by personal delivery (deemed effective as of the date and time of delivery); or
(b) by commercial overnight delivery (deemed effective on the next business day

following deposit of the notice with a commercial overnight delivery company); or

(c) by registered or certified mail, return receipt requested, with proper postage prepaid (deemed effective as of the second business day following deposit of the notice in the U.S. mail); or

(d) by facsimile with confirmation of transmission (deemed effective as of the date and time of the transmission, except the effective date and time shall be 8:00 a.m. on the next business day after transmission of the notice if transmitted during non-business hours).

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

If to Pace:

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

Facsimile No.: (847) 228-4205

If to County:

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

Facsimile No.: (630) 407-6201

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

22. **Governing Law**, Jurisdiction, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to principles of

conflicts of law, and the Parties shall submit to the exclusive jurisdiction and venue of the state courts of DuPage County, Illinois for any dispute arising out of or related to this Agreement.

23. **Interpretation.** The word "shall" when used in this Agreement is mandatory and not permissive.

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

25. **Signature.** A signature to this Agreement that is transmitted by facsimile or scanned and transmitted electronically shall be deemed an original signature for purposes of this Agreement.

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officials on the dates stated below.

PACE

Signature on File

By: _____
NCB Signature

Print Name: Melinda Metzger

Print Title: Executive Director

Date: 12/22/2023

COUNTY

By: _____
Signature

Print Name: Mary A Keating

Print Title: Director of Community Services

Date: _____

EXHIBIT A

TRANSPORTATION SERVICES
DuPage County Community Services

TYPE OF SERVICE	Curb-to-Curb, Dial-A-Ride Bus and Taxi Service
SERVICE OPERATED BY	Pace will contract with transportation provider(s) (the "Contractor") to provide the service which is the subject of this Agreement.
TRIP RESERVATION METHOD	Maximum of 7-day advance reservation and minimum of 2-hour advance reservation. Subscription service is allowable.
SERVICE AREA	DuPage County and the surrounding area.
SERVICE HOURS	24 hour, 7-day a week service.
ONE-WAY FARE	**For County Paratransit** - $4.00 per one-way trip **For Senior Grant service** - $0.00 per one-way trip **For Adult Daycare** - $0.00 per one-way trip **For Health Department Service** - $0.00 per one-way trip **For Transportation to Work** - $1.50 for first 6 miles and $1.50 per mile, each mile thereafter.
RIDER ELIGIBILITY	**For County Paratransit** – Individuals at 125% or below of poverty level (200% if senior or disabled). All clients must be registered with DuPage County Community Services. Trips restricted to medical services and County complex only. **For Senior Grant service** – All clients must be registered through DuPage County Senior Services. Each individual trip must be approved by Senior Services. **For Adult Daycare** - All clients must be registered through DuPage County Senior Services. **For Health Department Service** - All clients must be registered through the DuPage County Health Department Crisis Unit. **For Transportation to Work** - All clients must be registered through the DuPage County Health Department, Parents' Alliance, Ray Graham Association, Spectrum

Services, or Little Friends. Trips are restricted to work trips only.

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

File #: JPS-CO-0001-24 **Agenda Date:** 1/16/2024 **Agenda #:** 16.D.

AMENDMENT TO PURCHASE ORDER 2846-0001 SERV
ISSUED TO JOURNAL TECHNOLOGIES, INC.,
FOR A CASE MANAGEMENT SYSTEM, FOR ADDITIONAL USERS DUE TO AN INCREASE IN STAFFING IN THE PUBLIC DEFENDER'S OFFICE
(INCREASE CONTRACT $38,055.01)

WHEREAS, Purchase Order 2846-0001 SERV was issued to Journal Technologies, Inc. on November 14, 2017, by the Procurement Department; and

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for a Change Order to amend purchase order 2846-0001 SERV, to increase the contract total in the amount of $38,055.01, for additional users due to an increase in staffing in the Public Defender's Office.

NOW, THEREFORE, BE IT RESOLVED, that the County Board adopts the Change Order dated January 8, 2024, increasing Contract Purchase Order 2846-0001 SERV, issued to Journal Technologies, Inc., in the amount of $38,055.01, for additional users due an increase in staffing, resulting in an amended contract total amount of $869,612.01.

Enacted and approved this 23rd day of January, 2024 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

JPS 1/16
FI+CB 1/23

Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Jan 8, 2024

MinuteTraq (IQM2) ID #: JPS-CO-0001-24

Purchase Order #: 2846-0001 SERV	**Original Purchase Order Date:** Nov 14, 2017	**Change Order #:** 6	**Department:** Public Defender
Vendor Name: Journal Technologies, Inc.		**Vendor #:** 27873	**Dept Contact:** Melissa Buckardt

Background and/or Reason for Change Order Request:	Increase contract by $38,055.01 and add to Line 9 (from $101,957.50 to $140,012.51).

IN ACCORDANCE WITH 720 ILCS 5/33E-9

☒ (A) Were not reasonably foreseeable at the time the contract was signed.

☐ (B) The change is germane to the original contract as signed.

☐ (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE

A	Starting contract value	$747,700.00
B	Net $ change for previous Change Orders	$83,857.00
C	Current contract amount (A + B)	$831,557.00
D	Amount of this Change Order ☒ Increase ☐ Decrease	$38,055.01
E	New contract amount (C + D)	$869,612.01
F	Percent of current contract value this Change Order represents (D / C)	4.58%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	16.30%

DECISION MEMO NOT REQUIRED

☐ Cancel entire order ☐ Close Contract ☐ Contract Extension (29 days) ☐ Consent Only

☐ Change budget code from: _____ to: _____

☐ Increase/Decrease quantity from: _____ to: _____

☐ Price shows: _____ should be: _____

☐ Decrease remaining encumbrance and close contract ☐ Increase encumbrance and close contract ☐ Decrease encumbrance ☐ Increase encumbrance

DECISION MEMO REQUIRED

☐ Increase (greater than 29 days) contract expiration from: _____ to: _____

☒ Increase ≥ $2,500.00, or ≥ 10%, of current contract amount ☒ Funding Source 1000-6300-53807

☐ OTHER - explain below:

MB	8303	Jan 9, 2024	JRY	8302	Jan 9, 2024
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date

REVIEWED BY (Initials Only)

Buyer	Date	Procurement Officer	1/9/24 Date
Chief Financial Officer (Decision Memos Over $25,000)	Date	Chairman's Office (Decision Memos Over $25,000)	Date

Decision Memo

Procurement Services Division

This form is required for all Professional Service Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

Date: Jan 8, 2024

MinuteTraq (IQM2) ID #:

Department Requisition #:

Requesting Department:	Public Defender Office	Department Contact:	Melissa Buckardt
Contact Email:	Melissa.Buckardt@dupageco.org	Contact Phone:	630-407-8310
Vendor Name:	Journal Technologies Inc	Vendor #:	27873

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

Increase purchase order amount by $38,055.01 by increasing line 9 item from $101,957.50 to $140,012.51.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

Journal Technologies Inc. provides a case management system and the Public Defender's Office has increased the number of users.

Strategic Impact

Financial Planning

Select one of the five strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.

We did not anticipate the cost for additional users on the initial PO, as the increase is due to a recent staff increase.

Source Selection/Vetting Information - Describe method used to select source.

Sole Source, data is stored in system with current vendor.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

Take no action and the County will lose the ability to retrieve stored data.
Approve the increase to continue the contract with Journal Technologies Inc.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

Line 9 (Maintenance & Hosting FY23/24) 1000-6300-53807 from $101,957.50 to $140,012.51

Increase contract by $38,055.01

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

File #: JPS-P-0005-24 **Agenda Date:** 1/16/2024 **Agenda #:** 16.A.

AWARDING RESOLUTION ISSUED TO
NORTHEAST DUPAGE FAMILY AND YOUTH SERVICES
TO PROVIDE COUNSELING TO YOUTHS AND THEIR FAMILIES
FOR PROBATION AND COURT SERVICES
(CONTRACT TOTAL AMOUNT $36,000)

WHEREAS, an agreement has been prepared 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 Northeast DuPage Family and Youth Services, to provide counseling to individual youths and their families when domestic battery is charged, for the period of February 1, 2024 through January 31, 2025, for Probation and Court Services.

NOW, THEREFORE BE IT RESOLVED, that said contract is to provide counseling to individual youths and their families when domestic battery is charged, for the period of February 1, 2024 through January 31, 2025 for Probation and Court Services per, not to subject to competitive bidding per 55ILCS 5/5-1022(a) be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Northeast DuPage Family and Youth Services, 3 Friendship Plaza, Addison, IL 60101, for a contract total amount of $36,000.

Enacted and approved this 23rd day of January, 2024 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 #: JPS-P-0005-24	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: 1 YR + 1 X 1 YR TERM PERIOD	INITIAL TERM TOTAL COST: $36,000.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 01/16/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: $36,000.00
	CURRENT TERM TOTAL COST: $36,000.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		*Department Information*	
VENDOR: Northeast DuPage Family and Youth Services	VENDOR #: 13227	DEPT: Probation & Court Services	DEPT CONTACT NAME: Sharon Donald
VENDOR CONTACT: Shannon Hartnett	VENDOR CONTACT PHONE: 630-742-8913	DEPT CONTACT PHONE #: 630-407-8413	DEPT CONTACT EMAIL: sharon.donald@dupageco.org
VENDOR CONTACT EMAIL: shartnett@nedfys.org	VENDOR WEBSITE: https://www.nedfys.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 services to youth who are at risk of involvement with the juvenile justice system. This program is designed to address symptoms of anxiety, impulsiveness, information processing and negative self-perception. It is also designed to help youth stop using violent behaviors to resolve conflict and teach parents different strategies to support their children.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
To provide individual and group services for juveniles and their families. This agency is one of the three agencies that form the DuPage Youth Service Coalition and are the sole Comprehensive Community-Based Youth Services (CCBYS) providers for DuPage 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	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

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. Northeast DuPage Family and Youth Services, Outreach Community Ministries, and 360 Youth Services from DuPage service Coalition are the sole Comprehensive Community-Based Youth Services (CCBYS) providers for DuPage County, each location based, with designated service areas.
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 Northeast DuPage Youth and Family Services who is one of the three CCBYS agencies who is qualified based on their existing service capacity and completion of the curriculum training. (Other 2 agencies are Outreach Community Ministries and 360 Youth Services, see above.) 2) Do not provide counseling services to juveniles and their families will pay higher cost for detention and placement.

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: Northeast DuPage Family and Youth Services	Vendor#: 13227	Dept: Probation & Court Services	Division: Finance
Attn: Shannon Hartnett	Email: shartnett@nedfys.org	Attn: Sharon Donald	Email: sharon.donald@dupageco.org
Address: 3 Friendship Plaza	City: Addison	Address: 503 N County Farm Road	City: Wheaton
State: Illinois	Zip: 60101	State: Illinois	Zip: 60188
Phone: 630-742-8913	Fax:	Phone: 630-407-8413	Fax: 630-407-2501
Send Payments To:		*Ship to:*	
Vendor: Northeast DuPage Family and Youth Services	Vendor#: 13227	Dept: Probation & Court Services	Division: Finance
Attn: Shannon Hartnett	Email: shartnett@nedfys.org	Attn: Sharon Donald	Email: sharon.donald@dupageco.org
Address: 3 Friendship Plaza	City: Addison	Address: 503 N County Farm Road	City: Wheaton
State: Illinois	Zip: 60101	State: Illinois	Zip: 60188
Phone: 630-742-8913	Fax:	Phone: 630-407-8413	Fax: 630-407-2501
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Feb 1, 2024	Contract End Date (PO25): Jan 31, 2025
Contract Administrator (PO25):			

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		Contractual treatment for counseling juveniles and their families that deal with exposure to trauma/chronic stress and symptomatology of trauma/chronic stress	FY24	1400	6120	53070		33,000.00	33,000.00
2	1	EA		Contractual treatment for counseling juveniles and their families that deal with exposure to trauma/chronic stress and symptomatology of trauma/chronic stress	FY25	1400	6120	53070		3,000.00	3,000.00
FY is required, assure the correct FY is selected.										Requisition Total	$ 36,000.00

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

PEACE SERVICE AGREEMENT

This SERVICE AGREEMENT (hereinafter 'AGREEMENT') is effective as of the 1st day of February 2024, and is entered into by and between the Department of Probation and Court Services, 18th Judicial Circuit Court, 503 North County Farm Road, Wheaton, Illinois (hereinafter "DEPARTMENT") and Northeast DuPage Family and Youth Services, 3 Friendship Plaza, Addison, Illinois (hereinafter "PROVIDER")

RECITALS

WHEREAS, the Department has the authority to refer juveniles to treatment as part of a probation adjustment (705 ILCS 405/5-305), monitor non-residential programs for juveniles pursuant to pre-trial conditions (705 ILCS 405/5-505), and direct juvenile probationers to participate in treatment services pursuant to court order (705 ILCS 405/5-715); and

WHEREAS, the DEPARTMENT has requested counseling services for juveniles who have been exposed to trauma and where that exposure is having an impact on their behavior; and

WHEREAS, the PROVIDER is in the business of providing such services to juveniles and is willing to provide such services to the DEPARTMENT'S referred juveniles.

NOW, THEREFORE, the parties do hereby mutually covenant, promise and agree as follows:

1. **Incorporation of Recitals:** The matters recited above are hereby incorporated into and made a part of this AGREEMENT.

2. **Term:** This AGREEMENT is for a term commencing February 1, 2024 and continuing through January 31, 2025 ("TERM"), unless terminated sooner as provided herein.

3. **Scope of Services:** The PROVIDER agrees to provide the services required and set forth on Exhibit "A" including the deliverables set forth thereon ("SERVICES"), in accordance with the terms and conditions of this Agreement. The DEPARTMENT may, from time to time, request changes in the scope of SERVICES. Any such changes, including any increase or decrease in PROVIDER'S fees, shall be documented by an amendment to this AGREEMENT in accordance with State and County laws.

4. **Compensation and Payment:** Compensation for SERVICES during the initial term shall be based on a rate of $60.00 per youth participant per session and shall not exceed $600 per group session with no reimbursement for expenses. Total compensation shall not exceed eighteen thousand dollars, ($18,000). Compensation shall be based on actual SERVICES performed during the TERM of this AGREEMENT and the DEPARTMENT shall not be obligated to pay for any SERVICES not in compliance with this AGREEMENT. In the event of early termination of this AGREEMENT, the DEPARTMENT shall only be obligated to pay the fees incurred up to the date of termination. In no event shall the DEPARTMENT be liable for any costs incurred or SERVICES performed after the effective date of termination as provided herein. PROVIDER shall submit invoices referencing this AGREEMENT with such supporting documentation as may be requested by the DEPARTMENT. The DEPARTMENT will process payment in its normal course of business.

5. **Non-appropriation:** Expenditures not appropriated in the current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event sufficient funds are not appropriated in a subsequent fiscal year by the County and/or DEPARTMENT for performance under this AGREEMENT, the DEPARTMENT shall notify PROVIDER and this Agreement shall terminate on the last day of the fiscal period for which funds were appropriated. In no event shall the DEPARTMENT be liable to the Individual for any amount in excess of the cost of the services rendered up to and including the last day of the fiscal period.

6. **Termination of Contract / Notice:** Except as otherwise set forth in this AGREEMENT, either party shall

have the right to terminate this AGREEMENT for any cause upon serving thirty (30) days' prior written notice upon the other party. 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. Insurance and indemnity obligations shall survive termination.

7. **Standards of Performance:** PROVIDER agrees to devote such time, attention, skill, and knowledge as is necessary to perform SERVICES effectively and efficiently. PROVIDER acknowledges and accepts a relationship of trust and confidence with the DEPARTMENT and agrees to cooperate with the DEPARTMENT in performing SERVICES to further the best interests of the DEPARTMENT.

8. **Assignment:** Either party may assign this AGREEMENT provided, however, the other party shall first approve such assignment in writing.

9. **Confidentiality and Ownership of Documents.**

9.1 Confidential Information. In the performance of SERVICES, PROVIDER may have access to certain information that is not generally known to others ("CONFIDENTIAL INFORMATION"). PROVIDER agrees not to use or disclose to any third party, except in the performance of SERVICES, any CONFIDENTIAL INFORMATION or any records, reports or documents prepared or generated as a result of this AGREEMENT without the prior written consent of the DEPARTMENT. PROVIDER shall not issue publicity news releases or grant press interviews, except as may be required by law, during or after the performance of the SERVICES, nor shall PROVIDER disseminate any information regarding SERVICES without the prior written consent of the DEPARTMENT. PROVIDER agrees to cause its personnel, staff and/or subcontractors, if any, to undertake the same obligations of confidentiality agreed to by PROVIDER under this AGREEMENT. The terms of this Paragraph 9.1 shall survive the expiration or termination of this AGREEMENT.

9.2 Ownership. All records, reports, documents, and other materials containing CONFIDENTIAL INFORMATION prepared or generated as a result of this AGREEMENT, shall at all times be and remain the property of the DEPARTMENT. All of the foregoing items shall be delivered to the DEPARTMENT upon demand at any time and in any event, shall be promptly delivered to the DEPARTMENT upon expiration or termination of the AGREEMENT. In the event any of the above items are lost or damaged while in PROVIDER'S possession, such items shall be restored or replaced at PROVIDER'S expense.

10. **Representations and Warranties of Individual:** PROVIDER represents and warrants that the following shall be true and correct as of the effective date of this AGREEMENT and shall continue to be true and correct during the TERM of this AGREEMENT.

10.1 Licensed Professionals. Services required to be performed by professionals shall be performed by professionals licensed to practice by the State of Illinois in the applicable professional discipline. Proof of such licensure and/or accreditation shall be provided at the execution of this Agreement and before the start of any work assignment of PROVIDER or any new or part-time employees of PROVIDER. Upon request PROVIDER shall furnish the DEPARTMENT with a resume of the qualifications and experience of each person providing services, together with a current copy of their license. PROVIDER shall notify the DEPARTMENT immediately should the status of any agency licensures or temporary staff licenses or certifications change or should any misdemeanor or felony criminal charges be filed against any PROVIDER or any PROVIDER employee, except for minor traffic violations.

10.2 Compliance with Laws. PROVIDER is and shall remain in compliance with all local, state and federal laws, County of DuPage ordinances, and regulations relating to this AGREEMENT and the performance of SERVICES. Further, PROVIDER is and shall remain in compliance with all DEPARTMENT policies and rules, including, but not limited to, criminal background checks for all personnel performing SERVICES.

10.3 Good Standing. PROVIDER is not in default and has not been deemed by the DEPARTMENT to be in default under any other Agreement with the County during the five (5) year period immediately preceding the effective date of this AGREEMENT.

10.4 Authorization. In the event PROVIDER is an entity other than a sole proprietorship, PROVIDER represents that it has taken all action necessary for the approval and execution of this AGREEMENT, and execution by the person signing on behalf of PROVIDER is duly authorized by PROVIDER and has been made with complete and full authority to commit PROVIDER to all terms and conditions of this AGREEMENT which shall constitute valid, binding obligations of PROVIDER.

10.5 Gratuities. No payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act, was made by or to PROVIDER in relation to this AGREEMENT or as an inducement for award of this AGREEMENT.

11. **Independent Contractor:** It is understood and agreed that the relationship of PROVIDER to the DEPARTMENT is and shall continue to be that of an independent contractor and neither PROVIDER nor any of PROVIDER'S employees shall be entitled to receive DEPARTMENT employee benefits. As an independent contractor, PROVIDER agrees to be solely responsible for the payment of all taxes and withholdings specified by law, which may be due in regard to compensation paid by the DEPARTMENT. Individual agrees that neither PROVIDER nor its employees, staff or subcontractors shall represent themselves as employees or agents of the DEPARTMENT. PROVIDER hereby represents that PROVIDER'S valid taxpayer identification number as defined by the United States Internal Revenue Code (social security number or federal employer identification number) was or will be provided to the DEPARTMENT upon request.

12. **Indemnification:** PROVIDER agrees to indemnify and hold harmless the DEPARTMENT, its members, trustees, employees, agents, officers and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages and expenses of every kind, nature and character, including costs and attorney fees, arising out of, or relating to, any and all claims, liens, damages, obligations, actions, suits, judgments, settlements, or causes of action of every kind, nature and character, in connection with or arising out of the acts or omissions of PROVIDER or its employees or its subcontractors under this AGREEMENT. This includes, but is not limited to, the unauthorized use of any trade secrets, U.S. patent or copyright infringement. The indemnities set forth herein shall survive the expiration or termination of this AGREEMENT. Notwithstanding the foregoing, the PROVIDER and DEPARTMENT shall not be deemed to have waived any rights, protections or immunities under 745 ILCS 10/1-101, et. seq. (Local Government and Governmental Employees Tort Immunity Act.

13. **Favored Nation:** PROVIDER shall furnish SERVICES to the DEPARTMENT at the lowest price that the PROVIDER charges to other similarly situated parties. If PROVIDER overcharges, in addition to all other remedies, the DEPARTMENT is entitled to a refund in the amount of the overcharge, plus interest at the rate of 1% per month from the date the overcharge was paid by the DEPARTMENT until the date refund is made. The DEPARTMENT has the right to offset any overcharge against any amounts due to PROVIDER under this or any other AGREEMENT between PROVIDER and the DEPARTMENT, and at the DEPARTMENT'S sole option the right to declare PROVIDER in default under this AGREEMENT.

14. **Insurance**.

14.1 The PROVIDER shall maintain, at its sole expense, insurance coverage including:

14.1.a Worker's Compensation Insurance in the statutory amounts.

14.1.b Employer's Liability Insurance in an amount not less than five hundred thousand ($500,000.00) dollars each accident/injury and five hundred thousand

($500,000.00) each employee/disease.

14.1.c Commercial (Comprehensive) General Liability Insurance, (including contractual liability) with a limit of not less than three million dollars ($3,000,000) total; including limits of not less than one million ($1,000,000) dollars per occurrence, and two million ($2,000,000) dollars excess liability in the annual aggregate injury/property damage combined single limit.

14.2 It shall be the duty of the PROVIDER to provide to the Department, copies of the PROVIDER's Certificates of Insurance before issuance of a Notice to Proceed.

14.3 The insurance required to be purchased and maintained by PROVIDER shall be provided by an insurance company acceptable to the Department, 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 contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to Department.

14.4 PROVIDER's insurance required by Paragraphs 14.1.c, above, shall name the County of DuPage, the Eighteenth Judicial Circuit Court of DuPage County, and the Department, its officers, employees and agents as additional insured parties.

15. **Entire Agreement and Amendment:**

15.1 This Agreement, including matters incorporated herein, contains the entire agreement between the parties.

15.2 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.

15.3 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.

15.4 No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto.

15.5 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.

16. **Governing Law:** This AGREEMENT shall be subject to and governed by the laws of the State of Illinois. The exclusive venue for the resolution of any disputes or the enforcement of any rights pursuant to this AGREEMENT shall be in the 18th Judicial Circuit Court of DuPage County, Illinois.

17. **Waiver of/Failure to Enforce Breach:** 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.

18. **Severability:** If one or more of the provisions contained in this AGREEMENT for any reason is held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the same shall not affect any other provision of this AGREEMENT, but this AGREEMENT shall be construed as if the

invalid, illegal, or unenforceable provision had never been contained herein.

19. **County Approval:** If applicable, This AGREEMENT is subject to approval of the appropriate committee(s) and County Board of the County of DuPage.

20. **Notices:** All notices, approvals or other communications that either party desires or is required to give to the other party under the terms of this Agreement shall be in writing and shall be considered to be properly given (i) if delivered by messenger, (ii) if mailed in the United States via certified or registered mail, postage prepaid, return receipt requested, (iii) if telefaxed, telegraphed or telecopied or (iv) if delivered by reputable express carrier, prepaid, the next business day after delivery to such carrier, addressed to such party as follows:

IF TO THE DEPARTMENT:

Department of Probation and Court Services
503 N. County Farm Road
Wheaton, IL 60187
Attn: Robert McEllin

Copy to: Du Page County Finance Department
421 North County Farm Road
Wheaton, IL 60187
Attn: Jeffrey Martynowicz

Copy to: DuPage County Procurement Services Division
421 North County Farm Road
Wheaton, IL 60187-3978

Copy to: Mark Winistorfer, Assistant State's Attorney
DuPage County State's Attorney's Office
505 North County Farm Road
Wheaton, IL 60187-2521

IF TO PROVIDER:

Northeast DuPage Family and Youth Services
3 Friendship Plaza
Addison, IL 60101
Attn: Shannon Hartnett, Executive Director

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their duly authorized representatives as of the date first above written.

DEPARTMENT OF PROBATION AND COURT SERVICES

Signature on file

By: _____
ROBERT MCELLIN
DIRECTOR

NORTHEAST DUPAGE FAMILY AND YOUTH SERVICES

Signature on file

By: _____
SHANNON HARTNETT
EXECUTIVE DIRECTOR

Exhibit A

SCOPE OF SERVICES

County's Purchase Order #		County Resolution #	
Contract Name	**PEACE GROUP SERVICE AGREEMENT**	Contract Date	**February 1, 2024**
County's Project Manager	**RAY STUBNER**	Contractor's Project Manager	**SHANNON HARTNETT**

This Scope of Services is for PROVIDER providing to the DEPARTMENT certain SERVICES pursuant to the above-referenced AGREEMENT. The undersigned agree that this Grant-Funded Consulting project ("Project") shall be conducted pursuant to the terms and conditions of the above-referenced County Report and Contract and by the following terms and conditions:

1. **DESCRIPTION OF PROVIDER'S WORK:**

A. SERVICES shall include assessment of client needs, individual counseling in keeping with individual client's needs, and group counseling in keeping with individual client needs.

- Both individual and group counseling shall include counseling of both juvenile and parent(s)/guardian(s).
- Both individual and group counseling shall include delivery of Psychotherapy Education for Adolescents Conflict and Emotional Regulation (PEACE) curriculum.
- Both individual and group counseling may include other clinically appropriate techniques (e.g. cognitive behavioral therapy) provided such treatment is delivered in a manner consistent with the DEPARTMENT'S "Philosophy of Treatment" (see attached Exhibit B).

B. Assessment of client needs:
- All clients shall be assessed by PROVIDER to determine appropriateness for the PEACE curriculum. All clients shall be assessed by PROVIDER for individual treatment needs through a clinical interview.

C. Group counseling:

- Unless deemed clinically inappropriate, all referrals for SERVICES shall receive group counseling.
- Group counseling shall be delivered once per week, unless cancelation occurs in advance with notification of counseling participants and the DEPARTMENT.
- All participants in Group counseling shall be referrals from the DEPARTMENT unless otherwise approved in writing by the DEPARTMENT.
- All Group counseling shall be delivered by a licensed professional counselor, licensed professional social worker, or clinical intern completing requirements of an accredited graduate program under the supervision of a licensed professional counselor or social worker.

D. Individual counseling:

- Individual counseling shall only be provided in response to an assessed clinical need and following written approval from DEPARTMENT.
- Individual counseling shall include material adapted from "PEACE" curriculum.
- Individual counseling shall directly address juvenile's exposure to trauma/chronic stress and symptomology of trauma/chronic stress.
- Individual counseling may also address factors indirectly related to juvenile's exposure to trauma/chronic stress and symptomology of trauma/chronic stress.

2. **DELIVERABLES:**

A. On a weekly basis:

- PROVIDER shall provide the DEPARTMENT with documentation summarizing any completed assessments.
- PROVIDER shall provide the DEPARTMENT with attendance records for group and individual counseling.
- PROVIDER shall provide the DEPARTMENT a summary of participant behavior in group and individual counseling, including but not limited to inappropriate behavior or factors which may indicate an increased risk of re-offending.

B. On a monthly basis:

- PROVIDER shall provide an invoice for all SERVICES provided during the month. Invoices shall be itemized by juvenile to whom SERVICES delivered and PROVIDER's staff delivering services.

Exhibit B

PHILOSOPHY OF TREATMENT AND INTERVENTION
18th Judicial Circuit Court
Department of Probation and Court Services

In the past ten years, research has identified key factors that are associated with criminal behavior, the process which leads to the commission of criminal acts, and the main steps or stages of behavior change. A general model has emerged that identifies the **principles of effective intervention.**

These principles are **RISK, NEED, RESPONSIVITY** and **PROGRAM INTEGRITY.** Risk involves matching the duration, levels, and intensity of treatment and services to the criminal risk level of the individual. High-risk clients require more intensive and extensive services while low-risk clients require minimal or no intervention. The need principle focuses on the appropriate targets for intervention. Six factors are directly correlated to an individual's propensity to commit crime. They are: 1) history of antisocial behavior; 2) antisocial personality; 3) antisocial values and attitudes; 4) criminal/deviant peer association; 5) substance abuse and 6) dysfunctional family relations. Responsivity refers to the delivery of effective treatment programs in a style and mode that is consistent with the ability and learning style of the individuals. Factors to consider in the area of responsivity are motivation, culture/ethnic issues, gender, verbal skills, communication barriers and cognitive and emotional development. Program integrity refers to organizations that develop policies and procedures to enhance integrity and professional conduct, provide ongoing training and supervision of staff and adherence to program designs.

Appropriate corrections interventions have been found to reduce recidivism about 30%. Interventions that have produced these long-term outcomes are behaviorally based, focus on changing criminogenic attitudes and beliefs, increase system competence (e.g., families, peers, schools, employment) and aim to increase the ratio of pro-social to antisocial behavior.

It is the goal of the Department of Probation and Court Services to develop access to a broad continuum of community-based services that adequately address offender risk, need and responsivity for the purpose of significantly reducing criminal re-offending, utilizing the most cost-effective services.

The Department of Probation and Court Services has developed the following objectives to guide the establishment of service delivery plans for those individuals under their supervision.

1. Intervention intensity and duration are based on the client's risk for re-offending, based on current research and methodology for identifying key risk factors.
2. Criminogenic beliefs, attitudes and behaviors are the highest dynamic risk factors for re-offending and need to be the primary focus of any intervention.
3. System interventions that are community-based and involve entire systems (families, spouse, peers, employment) are more likely to be effective.
4. Treatment for emotional/behavioral issues that are not linked to criminal conduct, nor are criminogenic in nature will not result in recidivism reduction.
5. Preferred treatment interventions are those which are designed to change antisocial attitudes, to increase personal skills (self-control, self-management and problem solving), to increase collateral/familial support (collateral's knowledge of client's risk factors and willingness to support client in making behavioral changes), to build on the offender's strengths and focus

on assessing the offender's total situation and treating it rather than using a strict individual or medical model approach.

6. Traditional insight-oriented, psychodynamic or non-directive therapeutic interventions are not supported for high-risk criminal offenders or for changing criminal behavior and attitudes.
7. All interventions require a behavioral treatment plan with measurable, concrete objectives and timelines that have been reviewed and accepted by probation and meet departmental guidelines for interventions.
8. Effective interventions will provide opportunities for offenders to participate in skill training with directed practice.
9. Short- and long-term behavioral outcome data, along with satisfaction measures, will be collected by the Probation Department and by the service provider.
10. Services will be monitored to assess the offender's progress in line with the service delivery plan.
11. Service plans will address public safety issues as well as behavior change.
12. Service plans will outline steps to actively engage pro-social supports for offenders in their communities in order to positively reinforce desired behaviors.

STEP-UP SERVICE AGREEMENT

This SERVICE AGREEMENT (hereinafter 'AGREEMENT') is effective as of the 1st day of February 2024, and is entered into by and between the Department of Probation and Court Services, 18th Judicial Circuit Court, 503 North County Farm Road, Wheaton, Illinois (hereinafter "DEPARTMENT") and Northeast DuPage Family and Youth Services, 3 Friendship Plaza, Addison, Illinois (hereinafter "PROVIDER")

RECITALS

WHEREAS, the Department has the authority to refer juveniles to treatment as part of a probation adjustment (705 ILCS 405/5-305), monitor non-residential programs for juveniles pursuant to pre-trial conditions (705 ILCS 405/5-505), and direct juvenile probationers to participate in treatment services pursuant to court order (705 ILCS 405/5-715); and

WHEREAS, the DEPARTMENT has requested counseling services for juveniles charged with domestic battery; and

WHEREAS, the PROVIDER is in the business of providing such services to juveniles and is willing to provide such services to the DEPARTMENT'S referred juveniles.

NOW, THEREFORE, the parties do hereby mutually covenant, promise and agree as follows:

1. **Incorporation of Recitals:** The matters recited above are hereby incorporated into and made a part of this AGREEMENT.

2. **Term:** This AGREEMENT is for a term commencing February 1, 2024, and continuing through January 31, 2025 ("TERM"), unless terminated sooner as provided herein.

3. **Scope of Services:** The PROVIDER agrees to provide the services required and set forth on Exhibit "A" including the deliverables set forth thereon ("SERVICES"), in accordance with the terms and conditions of this Agreement. The DEPARTMENT may, from time to time, request changes in the scope of SERVICES. Any such changes, including any increase or decrease in PROVIDER'S fees, shall be documented by an amendment to this AGREEMENT in accordance with State and County laws.

4. **Compensation and Payment:** Compensation for SERVICES during the initial term shall be based on an hourly rate of $65.00 per youth participant per session and shall not exceed six hundred fifty dollars ($650) with no reimbursement for expenses. Total compensation shall not exceed eighteen thousand dollars, ($18,000). Compensation shall be based on actual SERVICES performed during the TERM of this AGREEMENT and the DEPARTMENT shall not be obligated to pay for any SERVICES not in compliance with this AGREEMENT. In the event of early termination of this AGREEMENT, the DEPARTMENT shall only be obligated to pay the fees incurred up to the date of termination. In no event shall the DEPARTMENT be liable for any costs incurred or SERVICES performed after the effective date of termination as provided herein. PROVIDER shall submit invoices referencing this AGREEMENT with such supporting documentation as may be requested by the DEPARTMENT. The DEPARTMENT will process payment in its normal course of business.

5. **Non-appropriation:** Expenditures not appropriated in the current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event sufficient funds are not appropriated in a subsequent fiscal year by the County and/or DEPARTMENT for performance under this AGREEMENT, the DEPARTMENT shall notify

PROVIDER and this Agreement shall terminate on the last day of the fiscal period for which funds were appropriated. In no event shall the DEPARTMENT be liable to the Individual for any amount in excess of the cost of the services rendered up to and including the last day of the fiscal period.

6. **Termination of Contract / Notice:** Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause upon serving thirty (30) days' prior written notice upon the other party. 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. Insurance and indemnity obligations shall survive termination.

7. **Standards of Performance:** PROVIDER agrees to devote such time, attention, skill, and knowledge as is necessary to perform SERVICES effectively and efficiently. PROVIDER acknowledges and accepts a relationship of trust and confidence with the DEPARTMENT and agrees to cooperate with the DEPARTMENT in performing SERVICES to further the best interests of the DEPARTMENT.

8. **Assignment:** Either party may assign this AGREEMENT provided, however, the other party shall first approve such assignment in writing.

9. **Confidentiality and Ownership of Documents.**

9.1 Confidential Information. In the performance of SERVICES, PROVIDER may have access to certain information that is not generally known to others ("CONFIDENTIAL INFORMATION"). PROVIDER agrees not to use or disclose to any third party, except in the performance of SERVICES, any CONFIDENTIAL INFORMATION or any records, reports or documents prepared or generated as a result of this AGREEMENT without the prior written consent of the DEPARTMENT. PROVIDER shall not issue publicity news releases or grant press interviews, except as may be required by law, during or after the performance of the SERVICES, nor shall PROVIDER disseminate any information regarding SERVICES without the prior written consent of the DEPARTMENT. PROVIDER agrees to cause its personnel, staff and/or subcontractors, if any, to undertake the same obligations of confidentiality agreed to by PROVIDER under this AGREEMENT. The terms of this Paragraph 9.1 shall survive the expiration or termination of this AGREEMENT.

9.2 Ownership. All records, reports, documents, and other materials containing CONFIDENTIAL INFORMATION prepared or generated as a result of this AGREEMENT, shall at all times be and remain the property of the DEPARTMENT. All of the foregoing items shall be delivered to the DEPARTMENT upon demand at any time and in any event, shall be promptly delivered to the DEPARTMENT upon expiration or termination of the AGREEMENT. In the event any of the above items are lost or damaged while in PROVIDER'S possession, such items shall be restored or replaced at PROVIDER'S expense.

10. **Representations and Warranties of Individual:** PROVIDER represents and warrants that the following shall be true and correct as of the effective date of this AGREEMENT and shall continue to be true and correct during the TERM of this AGREEMENT.

10.1 Licensed Professionals. Services required to be performed by professionals shall be performed by professionals licensed to practice by the State of Illinois in the applicable professional discipline. Proof of such licensure and/or accreditation shall be provided at the execution of this Agreement and before the start of any work assignment of PROVIDER or any new or part-time employees of PROVIDER. Upon request PROVIDER shall furnish the DEPARTMENT with a resume of the qualifications and experience of each person providing services, together with a current copy of their license. PROVIDER shall notify the DEPARTMENT immediately should the status of any agency licensures or temporary staff licenses or certifications change, or should any misdemeanor or felony criminal charges be filed against any PROVIDER or any

PROVIDER employee, except for minor traffic violations.

10.2 Compliance with Laws. PROVIDER is and shall remain in compliance with all local, state and federal laws, County of DuPage ordinances, and regulations relating to this AGREEMENT and the performance of SERVICES. Further, PROVIDER is and shall remain in compliance with all DEPARTMENT policies and rules, including, but not limited to, criminal background checks for all personnel performing SERVICES.

10.3 Good Standing. PROVIDER is not in default and has not been deemed by the DEPARTMENT to be in default under any other Agreement with the County during the five (5) year period immediately preceding the effective date of this AGREEMENT.

10.4 Authorization. In the event PROVIDER is an entity other than a sole proprietorship, PROVIDER represents that it has taken all action necessary for the approval and execution of this AGREEMENT, and execution by the person signing on behalf of PROVIDER is duly authorized by PROVIDER and has been made with complete and full authority to commit PROVIDER to all terms and conditions of this AGREEMENT which shall constitute valid, binding obligations of PROVIDER.

10.5 Gratuities. No payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act, was made by or to PROVIDER in relation to this AGREEMENT or as an inducement for award of this AGREEMENT.

11. **Independent Contractor:** It is understood and agreed that the relationship of PROVIDER to the DEPARTMENT is and shall continue to be that of an independent contractor and neither PROVIDER nor any of PROVIDER'S employees shall be entitled to receive DEPARTMENT employee benefits. As an independent contractor, PROVIDER agrees to be solely responsible for the payment of all taxes and withholdings specified by law, which may be due in regard to compensation paid by the DEPARTMENT. Individual agrees that neither PROVIDER nor its employees, staff or subcontractors shall represent themselves as employees or agents of the DEPARTMENT. PROVIDER hereby represents that PROVIDER'S valid taxpayer identification number as defined by the United States Internal Revenue Code (social security number or federal employer identification number) was or will be provided to the DEPARTMENT upon request.

12. **Indemnification:** PROVIDER agrees to indemnify and hold harmless the DEPARTMENT, its members, trustees, employees, agents, officers and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages and expenses of every kind, nature and character, including costs and attorney fees, arising out of, or relating to, any and all claims, liens, damages, obligations, actions, suits, judgments, settlements, or causes of action of every kind, nature and character, in connection with or arising out of the acts or omissions of PROVIDER or its employees or its subcontractors under this AGREEMENT. This includes, but is not limited to, the unauthorized use of any trade secrets, U.S. patent or copyright infringement. The indemnities set forth herein shall survive the expiration or termination of this AGREEMENT. Notwithstanding the foregoing, the PROVIDER and DEPARTMENT shall not be deemed to have waived any rights, protections or immunities under 745 ILCS 10/1-101, et. seq. (Local Government and Governmental Employees Tort Immunity Act.

13. **Favored Nation:** PROVIDER shall furnish SERVICES to the DEPARTMENT at the lowest price that the PROVIDER charges to other similarly situated parties. If PROVIDER overcharges, in addition to all other remedies, the DEPARTMENT is entitled to a refund in the amount of the overcharge, plus interest at the rate of 1% per month from the date the overcharge was paid by the DEPARTMENT until the date refund is made. The DEPARTMENT has the right to offset any overcharge against any amounts due to PROVIDER under this or any other AGREEMENT between PROVIDER and the

DEPARTMENT, and at the DEPARTMENT'S sole option the right to declare PROVIDER in default under this AGREEMENT.

14. **Insurance**.

14.1 The PROVIDER shall maintain, at its sole expense, insurance coverage including:

14.1.a Worker's Compensation Insurance in the statutory amounts.

14.1.b Employer's Liability Insurance in an amount not less than five hundred thousand ($500,000.00) dollars each accident/injury and five hundred thousand ($500,000.00) each employee/disease.

14.1.c Commercial (Comprehensive) General Liability Insurance, (including contractual liability) with a limit of not less than three million dollars ($3,000,000) total; including limits of not less than one million ($1,000,000) dollars per occurrence, and two million ($2,000,000) dollars excess liability in the annual aggregate injury/property damage combined single limit.

14.2 It shall be the duty of the PROVIDER to provide to the Department, copies of the PROVIDER's Certificates of Insurance before issuance of a Notice to Proceed.

14.3 The insurance required to be purchased and maintained by PROVIDER shall be provided by an insurance company acceptable to the Department, 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 contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to Department.

14.4 PROVIDER's insurance required by Paragraphs 14.1.c, above, shall name the County of DuPage, the Eighteenth Judicial Circuit Court of DuPage County, and the Department, its officers, employees, and agents as additional insured parties.

15. **Entire Agreement and Amendment:**

15.1 This Agreement, including matters incorporated herein, contains the entire agreement between the parties.

15.2 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.

15.3 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.

15.4 No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto.

15.5 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.

16. **Governing Law:** This AGREEMENT shall be subject to and governed by the laws of the State of Illinois. The exclusive venue for the resolution of any disputes or the enforcement of any rights pursuant to this AGREEMENT shall be in the 18th Judicial Circuit Court of DuPage County, Illinois.

17. **Waiver of/Failure to Enforce Breach:** 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.

18. **Severability:** If one or more of the provisions contained in this AGREEMENT for any reason is held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the same shall not affect any other provision of this AGREEMENT, but this AGREEMENT shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

19. **County Approval:** If applicable, This AGREEMENT is subject to approval of the appropriate committee(s) and County Board of the County of DuPage.

20. **Notices:** All notices, approvals or other communications that either party desires or is required to give to the other party under the terms of this Agreement shall be in writing and shall be considered to be properly given (i) if delivered by messenger, (ii) if mailed in the United States via certified or registered mail, postage prepaid, return receipt requested, (iii) if telefaxed, telegraphed or telecopied or (iv) if delivered by reputable express carrier, prepaid, the next business day after delivery to such carrier, addressed to such party as follows:

IF TO THE DEPARTMENT:
Department of Probation and Court Services
503 N. County Farm Road
Wheaton, IL 60187
Attn: Robert McEllin

Copy to: Du Page County Finance Department
421 North County Farm Road
Wheaton, IL 60187
Attn: Jeffrey Martynowicz

Copy to: DuPage County Procurement Services Division
421 North County Farm Road
Wheaton, IL 60187-3978

Copy to: Mark Winistorfer, Assistant State's Attorney
DuPage County State's Attorney's Office
505 North County Farm Road
Wheaton, IL 60187-2521

IF TO PROVIDER:

Northeast DuPage Family and Youth Services
3 Friendship Plaza
Addison, IL 60101
Attn: Shannon Hartnett, Executive Director

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their duly authorized representatives as of the date first above written.

DEPARTMENT OF PROBATION AND COURT SERVICES

Signature on file

By: ____

ROBERT MCELLIN
DIRECTOR

NORTHEAST DUPAGE FAMILY AND YOUTH SERVICES

Signature on file

By: _____

SHANNON HARTNETT
EXECUTIVE DIRECTOR

Exhibit A

SCOPE OF SERVICES

County's Purchase Order #		County Resolution #	
Contract Name	**STEP UP GROUP SERVICE AGREEMENT**	Contract Date	**February 1, 2024**
County's Project Manager	**RAY STUBNER**	Contractor's Project Manager	**SHANNON HARTNETT**

This Scope of Services is for PROVIDER providing to the DEPARTMENT certain SERVICES pursuant to the above-referenced AGREEMENT. The undersigned agree that this Grant-Funded Consulting project ("Project") shall be conducted pursuant to the terms and conditions of the above-referenced County Report and Contract and by the following terms and conditions:

1. **DESCRIPTION OF PROVIDER'S WORK:**

A. SERVICES shall include assessment of client needs, individual counseling in keeping with individual client's needs, and group counseling in keeping with individual client needs.

- Both individual and group counseling shall include counseling of both juvenile and parent(s)/guardian(s).
- Both individual and group counseling shall include delivery of "Step Up" curriculum, as developed and copyrighted by Greg Routt and Lily Anderson of King County, Washington. [Note: "Step Up" curriculum is used by permission of the authors.]
- Both individual and group counseling may include other clinically appropriate techniques (e.g. cognitive behavioral therapy) provided such treatment is delivered in a manner consistent with the DEPARTMENT'S "Philosophy of Treatment".

B. Assessment of client needs:

- All clients shall be assessed by PROVIDER for determining appropriateness for the Step-UP curriculum.
- All clients shall be assessed by PROVIDER for individual treatment needs through a clinical interview.
- PROVIDER shall work with each client to develop a safety plan to prevent additional domestic violence.
- PROVIDER shall administer the "Step Up" behavior checklist to each client upon referral and program completion.

C. Group counseling:

- Unless deemed clinically inappropriate, all referrals for SERVICES shall receive group counseling.

- Group counseling shall follow the "Step Up" curriculum.

- Group counseling shall be delivered once per week, unless cancelation occurs in advance with notification of counseling participants and the DEPARTMENT.

- Group counseling shall be delivered to separate "youth" and "parent" groups as designated in the "Step Up" curriculum

- All participants in Group counseling shall be referrals from the DEPARTMENT unless otherwise approved in writing by the DEPARTMENT.

- All Group counseling shall be delivered by a licensed professional counselor, licensed professional social worker, or clinical intern completing requirements of an accredited graduate program under the supervision of a licensed professional counselor or social worker.

D. Individual counseling:
   - Individual counseling shall only be provided in response to an assessed clinical need and following written approval from DEPARTMENT.

   - Individual counseling shall include material adapted from "Step Up" curriculum.

   - Individual counseling shall directly address juvenile's aggressive behavior as related to domestic battery arrest.

   - Individual counseling may also address factors indirectly related to juvenile's aggressive behavior and/or family dynamics indirectly related to juvenile's aggressive behavior.

2. **DELIVERABLES:**

A. On a weekly basis:
   - PROVIDER shall provide the DEPARTMENT with documentation summarizing any completed assessments.

   - PROVIDER shall provide the DEPARTMENT with attendance records for group and individual counseling.

   - PROVIDER shall provide the DEPARTMENT a summary of participant behavior in group and individual counseling, including but not limited to inappropriate behavior or factors which may indicate an increased risk of re-offending.

B. On a monthly basis:
   - PROVIDER shall provide an invoice for all SERVICES provided during the month. Invoices shall be itemized by juvenile to whom SERVICES delivered and PROVIDER's staff delivering services.

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: Dec 18, 2023

Bid/Contract/PO #:

Company Name: Northeast DuPage Family and Youth Services	Company Contact: Shannon Harnett
Contact Phone: 630-742-8913	Contact Email: shartnett@nedfys.org

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: Signature on file

Printed Name: Shannon Hartnett

Title: Executive Director

Date: Dec 18, 2023

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 #: JPS-P-0006-24 **Agenda Date:** 1/16/2024 **Agenda #:** 16.B.

AWARDING RESOLUTION ISSUED TO
ALLIANCE TECHNOLOGY GROUP, LLC
FOR THE PURCHASE OF A BACK-UP SYSTEM FOR VIRTUAL SERVERS
FOR THE SHERIFF'S OFFICE
(CONTRACT TOTAL AMOUNT $98,446.20)

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 back-up system for virtual servers; and

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and the GSA Contract GS-35F-303DA, the County of DuPage will contract with Alliance Technology Group, LLC; and

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for the issuance of a contract to Alliance Technology Group, LLC, FOR the purchase of a back-up system for the virtual servers, for the period of January 24, 2024 through January 23, 2025, for the Sheriff's Office.

NOW, THEREFORE BE IT RESOLVED, that County contract, covering said for the purchase of a back -up system for the virtual servers, for the period of January 24, 2024 through January 23, 2025, for the Sheriff's Office, be, and it is hereby approved for issuance of a contract by the Procurement Division to Alliance Technology Group, LLC, 7010 Hi Tech Drive, Hanover, MD 21076 for a contract total amount not to exceed $98,446.20, per contract pursuant to the GSA Contract GS-35F-303DA.

Enacted and approved this 23rd day of January, 2024 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#: JPS-P-0006-24	RFP, BID, QUOTE OR RENEWAL #: 211-Q4-12142023-1	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: $98,446.20
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 01/16/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: $98,446.20
	CURRENT TERM TOTAL COST: $98,446.20	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		*Department Information*	
VENDOR: Alliance Technology Group, LLC	VENDOR #:	DEPT: DuPage County Sheriff's Office	DEPT CONTACT NAME: Jason Snow
VENDOR CONTACT: Steve Gerlach	VENDOR CONTACT PHONE: 410-712-0270	DEPT CONTACT PHONE #: 630-407-2072	DEPT CONTACT EMAIL: jason.snow@dupagesheriff.org
VENDOR CONTACT EMAIL: steve.gerlach@alliance-it.com	VENDOR WEBSITE: www.alliance-it.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 solution is to backup our virtual servers. We are working on the 3-2-1 backup strategy. The strategy is broken down to 3 copies of your data (production data and 2 backup copies) on two different media (disk and tape) with one copy off-site for disaster recovery. We have one copy of the data. This is the second copy that will be offsite. The solution is on the GSA account: GSA Contract Number: GS-35F-303DA

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
We are working on the 3-2-1 backup strategy. The strategy is broken down to 3 copies of your data (production data and 2 backup copies) on two different media (disk and tape) with one copy off-site for disaster recovery. This will help with our Cyber security hygiene

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

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. CUSTOMER SERVICE
SOURCE SELECTION	Describe method used to select source. The solution is on the GSA contract.
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 proceed with this purchase. The only other option is not to move forward and continue to risk cyber security and not have a viable back up solution

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: Alliance Technology Group, LLC	Vendor#:	Dept: DuPage County Sheriff's Office	Division: Budget
Attn: Steve Gerlach	Email: steve.gerlach@alliance-it.com	Attn: Colleen Zbilski	Email: colleen.zbilski@dupagesheriff.org
Address: 7010 Hi Tech Drive	City: Hanover	Address: 501 N County Farm RD	City: Wheaton
State: MD	Zip: 21076	State: IL	Zip: 60187
Phone: 410-712-0270	Fax:	Phone: 630-407-2122	Fax:
Send Payments To:		*Ship to:*	
Vendor: Alliance Technology Group, LLC	Vendor#:	Dept: DuPage County Sheriff's Office	Division: IT
Attn: Steve Gerlach	Email: steve.gerlach@alliance-it.com	Attn: Jason Snow	Email: jason.snow@dupagesheriff.org
Address: 7010 Hi Tech Drive	City: Hanover	Address: 501 N County Farm RD	City: Wheaton
State: MD	Zip: 21076	State: IL	Zip: 60187
Phone: 410-712-0270	Fax:	Phone: 630-407-2072	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jan 24, 2024	Contract End Date (PO25): Jan 23, 2025
Contract Administrator (PO25):			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	3	EA		1X XEON SP CPU 12X HDD 2U CTLR HC5200 CHASSIS	FY24	1000	4400	54100		13,200.00	39,600.00
2	3	EA		8C/16T 3.2GHZ 2400MT/S INTEL CPNT XEON SILVER 4215R	FY24	1000	4400	52100		0.01	0.03
3	12	EA		32GB DDR4 2933 MHZ RDIMM 32GB CPNT DDR4 RDIMM	FY24	1000	4400	52100		0.01	0.12
4	36	EA		16TB 3.5IN SAS HDD 16TB 3.5IN CPNT SAS HDD	FY24	1000	4400	52100		0.01	0.36
5	3	EA		4-PORT INTEL/LENOVO X722 4-PORTCPNT 10GB SFP+	FY24	1000	4400	52100		0.01	0.03
6	3	EA		SC//HYPERCORE - 8C BRS LICS	FY24	1000	4400	54107		5,835.83	17,507.49
7	1	EA		5YRS HW WARRANTY SVCS	FY24	1000	4400	53807		3,809.24	3,809.24
8	3	EA		NODE INSTALL REMOTE SUP REMOTE SVCS INSTALLATION	FY24	1000	4400	53020		250.20	750.60
9	8	EA		5YRS SUP ACRONIS BACKUP ADV LICS PERNODE	FY24	1000	4400	53807		3,191.43	25,531.44
10	1	EA		ACRONIS BACKUP QUICKSTART LICS POWERED BY SCALE COMPUTING	FY24	1000	4400	54107		1,200.97	1,200.97
11	1	EA		Shipping	FY24	1000	4400	52100		420.00	420.00
12	32	EA		32GB DDR42933MHZ RDIMM	FY24	1000	4400	52100		288.30	9,225.60
13	1	EA		Zero Downtime MemRecFg	FY24	1000	4400	53020		400.32	400.32

FY is required, assure the correct FY is selected.

Requisition Total $ 98,446.20

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

Promark
TECHNOLOGY

General Services Administration Authorized Federal Supply Schedule Pricelist

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage! ®, a menu-driven database system. The INTERNET address for GSA Advantage!® is: GSAAdvantage.gov.

Multiple Award Schedule

Promark Technology, Inc.
10900 Pump House Road
Suite B
Annapolis Junction, MD 20701
(240) 280-8030
www.promarktech.com

Contract Number: GS-35F-303DA

Period Covered by Contract: May 4, 2016 through May 3, 2026

General Services Administration
Federal Acquisition Service

Pricelist current through Modification #971 dated November 14, 2023

Contract Administrator: Mary Susa
800-634-0255
gsaadvantage@promarktech.com

Business Size: Large

Products and ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage! System (http://www.gsaadvantage.gov).

For more information on ordering from Federal Supply Schedules go to the GSA Schedules page at GSA.gov

CUSTOMER INFORMATION

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)

SIN	Description
33411	Purchase of Equipment
811212	Equipment Maintenance
511210	Software Licenses
54151	Software Maintenance
541519CDM	Continuous Diagnostics and Mitigation Tools
611420	Training Courses
54151ECOM	Electronic Commerce (EC) Services
OLM	Order Level Materials

Awarded Prices available on GSA Advantage!

1b. IDENTIFICATION OF LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN

SIN	Description
33411	See Pricing on GSA Advantage!
811212	
511210	
54151	
541519CDM	
611420	
54151ECOM	

1c. HOURLY RATES

Professional Services (SIN 132-51) labor categories are not available under the scope of this contract.

2. MAXIMUM ORDER

The Maximum Order (MO) for the following Special Item Numbers (SINs) is:

SIN	MO
33411	$500,000
811212	$500,000
511210	$500,000
54151	$500,000
541519CDM	$500,000
611420	$25,000
54151ECOM	$500,000
OLM	$250,000

3. MINIMUM ORDER

The minimum dollar of orders to be issued is $100.00.

4. GEOGRAPHIC COVERAGE

The Geographic Scope of Contract will be domestic delivery.

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

5. POINT(S) OF PRODUCTION

Promark Technology, Inc.
10900 Pump House Road
Suite B
Annapolis Junction, MD 20701

For a full listing of Points of Production for a specific Manufacturer product, which varies per Manufacturer and part, please see Country of Origin information by Manufacturer part number at. www.gsa.gov/advantage.

6. DISCOUNT FROM LIST PRICES

All prices shown herein are Net GSA prices (basic discounts deducted) unless otherwise indicated.

7. QUANTITY DISCOUNT

None unless otherwise specified in the pricelist

8. PROMPT PAYMENT TERMS

0% - Net 30 days from receipt of invoice or date of acceptance, whichever is later.
Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9. FOREIGN ITEMS

None.

10a. TIME OF DELIVERY

SIN	Delivery Time
33411	The Contractor shall deliver to destination within 14-60 calendar days after receipt of order (ARO), as negotiated between Contractor and the Ordering Activity, or unless set forth otherwise on the Schedule Contract Pricelist or Attachment A appended hereto and incorporated herein.
811212	
511210	
54151	
541519CDM	
611420	
54151ECOM	
OLM	

** ***Due to the current global supply chain conditions related to the COVID-19 pandemic, there may be uncontrollable delays in product availability and shipping. We will make best effort to communicate delays on orders placed against Promark's GSA Schedule thru GSA Advantage, as we are informed of them.***

10b. EXPEDITED DELIVERY

Quicker delivery times than those set forth in the Schedule Contract Pricelist are available from the Contractor based on the availability of product inventory. Improved delivery times in the number of days after receipt of an order (ARO) if available, are as negotiated between the Ordering Activity and Contractor or its Authorized Dealers.

10c. OVERNIGHT AND 2-DAY DELIVERY

Unless otherwise specified by Manufacturer in the Schedule Contract Pricelist, when Ordering Activities require overnight or 2-day delivery, ordering activities are encouraged to contact the Contractor for the purpose of obtaining accelerated delivery. Overnight and 2-day delivery times are subject to the availability of product inventory.

10d. URGENT REQUIREMENTS

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an Ordering Activity, Ordering Activities are encouraged, if time permits, to contact Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the Ordering Activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

11. FOB POINT

Destination.

12a. ORDERING ADDRESS

Promark Technology, Inc.
10900 Pump House Road
Suite B
Annapolis Junction, MD 20701

Or

See Authorized Dealers Listing for Ordering Address and Contact Information at the end of this document or contact Contractor.

12b. ORDERING PROCEDURES

Ordering Activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405-3 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

13. PAYMENT ADDRESS

Promark Technology, Inc.
10900 Pump House Road
Suite B
Annapolis Junction, MD 20701

Or

See Authorized Dealers Listing for Ordering Address and Contact Information at the end of this document or contact Contractor.

14. WARRANTY PROVISION

Warranty is addressed in the SIN specific terms that follow as well as the terms in Attachment A.

15. EXPORT PACKING CHARGES

Not applicable under the scope of this contract.

16. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR

Rental and repair is not applicable under the scope of this contract. Maintenance is addressed in the SIN specific terms that follow as well as the terms in Attachment A.

17. TERMS AND CONDITIONS OF INSTALLATION

Installation and other related support services, if available for a specific manufacturer or product is addressed in the SIN specific terms that follow as well as the terms in Attachment A.

18a. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES

Not applicable under the scope of this contract.

18b. TERMS AND CONDITIONS FOR ANY OTHER SERVICES

Other services, if available for a specific manufacturer or product is addressed in the SIN specific terms that follow as well as the terms in Attachment A.

19. LIST OF SERVICE AND DISTRIBUTION POINTS

For current information on Authorized Service and Distribution points by Manufacturer contact the Contractor.

20. LIST OF PARTICIPATING DEALERS

For a full listing of Authorized Dealers contact Marys@Promarktech.com

21. PREVENTIVE MAINTENANCE

Not applicable under the scope of this contract.

22a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants)

Not applicable under the scope of this contract.

22b. Section 508 Compliance for EIT

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at www.promarktech.com. The EIT standard can be found at www.Section508.gov/.

23. UEI NUMBER

The Contractor's UEI Number is JUP5NWBUV9D6

24. NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE

The Contractor registration is valid.

SPECIAL ORDERING PROCEDURES FOR THE ACQUISITION OF ORDER-LEVEL MATERIALS

(1) The procedures discussed in FAR 8.402(f) do not apply when placing task and delivery orders that include order-level materials.

(2) Order-level materials are included in the definition of the term "material" in FAR clause 52.212-4 Alternate I, and therefore all provisions of FAR clause 52.212-4 Alternate I that apply to "materials" also apply to order-level materials. The ordering activity shall follow procedures under the Federal Travel Regulation and FAR Part 31 when order-level materials include travel.

(3) Order-level materials shall only be acquired in direct support of an individual task or delivery order and not as the primary basis or purpose of the order.

(4) The value of order-level materials in a task or delivery order, or the cumulative value of order-level materials in orders against an FSS BPA awarded under a FSS contract shall not exceed 33.33%.

(5) All order-level materials shall be placed under the Order-Level Materials SIN.

(6) Prior to the placement of an order that includes order-level materials, the Ordering Activity shall follow procedures in FAR 8.404(h).

(7) To support the price reasonableness of order-level materials–

(i) The contractor proposing order-level materials as part of a solution shall obtain a minimum of three quotes for each order-level material above the simplified acquisition threshold.
(A) One of these three quotes may include materials furnished by the contractor under FAR 52.212-4 Alt I (i)(1)(ii)(A).
(B) If the contractor cannot obtain three quotes, the contractor shall maintain its documentation of why three quotes could not be obtained to support their determination.
(C) A contractor with an approved purchasing system per FAR 44.3 shall instead follow its purchasing system requirement and is exempt from the requirements in paragraphs (d)(7)(i)(A)-(B) of this clause.

(ii) The Ordering Activity Contracting Officer must make a determination that prices for all order-level materials are fair and reasonable. The Ordering Activity Contracting Officer may base this determination on a comparison of the quotes received in response to the task or delivery order solicitation or other relevant pricing information available.

(iii) If indirect costs are approved per FAR 52.212-4(i)(1)(ii)(D)(2) Alternate I), the Ordering Activity Contracting Officer must make a determination that all indirect costs approved for payment are fair and reasonable. Supporting data shall be submitted in a form acceptable to the Ordering Activity Contracting Officer.

TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE FOR GOVERNMENT OWNED GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, RADIO/TELEPHONE EQUIPMENT, (AFTER EXPIRATION OF GUARANTEE/WARRANTY PROVISIONS AND/OR WHEN REQUIRED SERVICE IS NOT COVERED BY GUARANTEE/WARRANTY PROVISIONS)
(SPECIAL ITEM NUMBER 811212)

1. SERVICE AREAS

a. The types/levels of maintenance, geographic scope of availability, and applicable rates vary by Manufacturer and are generally set forth in an applicable Manufacturer's Maintenance Services Policy. If any additional charge is to apply because of distance from the Contractor's service locations, the mileage rate or other distance factor shall be negotiated at the Task Order level.
b. When repair services cannot be performed at the Ordering Activity installation site, the repair services will be performed at the Contractor's, Manufacturer's or authorized service provider's plant(s).

2. LOSS OR DAMAGE

a. When the Contractor, through the Manufacturer, or its authorized service provider removes equipment to its establishment for repairs, the Contractor shall be responsible for any damage or loss, from the time the Equipment is removed from the Ordering Activity installation, until the equipment is returned to such installation.

Zebra: Zebra's Service Contract will apply. See Terms and Conditions Attachment for details.

3. SCOPE

a. In exchange for the applicable fees, the Contractor, through the Manufacturer or its authorized service provider shall provide Maintenance Services for all Equipment listed herein, as requested by the Ordering Activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the Equipment types/models within the scope of this Information Technology Category.
b. Equipment placed under Maintenance Service shall be in good operating condition.

(1) In order to determine that the Equipment is in good operating condition, the Equipment shall be subject to inspection by the Contractor through the Manufacturer or its authorized service provider without charge to the Ordering Activity.
(2) Costs of any repairs performed for the purpose of placing the Equipment in good operating condition shall be borne by the Contractor, provided the Equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
(3) If the Equipment was not under the Contractor's responsibility, the costs necessary to place the Equipment in proper operating condition shall be borne by the Ordering Activity, in accordance with the provisions of Special Item Number 811212 (or outside the scope of this contract).

4. RESPONSIBILITIES

a. For Equipment not covered by a maintenance contract or warranty, the Contractor, through the Manufacturer's or its authorized service provider's repair service personnel shall complete repairs as soon as reasonably possible after notification by the Ordering Activity that service is required.
b. If the Ordering Activity task or delivery order specifies factory authorized/certified service personnel then the Contractor is obligated to provide such factory authorized/certified service personnel for the Equipment to be repaired or serviced, unless otherwise agreed to in advance between the Ordering Activity and the Contractor.

5. MAINTENANCE RATE PROVISIONS

a. For Equipment under monthly Maintenance Services, the Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the Equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the Ordering Activity.
b. REGULAR HOURS. The basic monthly rate for each make and model of Equipment shall entitle the Ordering Activity to the Maintenance Services as set forth in the applicable Manufacturer's Maintenance Services Policy.

c. AFTER HOURS. Should the Ordering Activity require that maintenance be performed outside of Regular Hours, charges for such maintenance, if any, will be specified in the pricelist or in the applicable Manufacturer's Maintenance Services Policy. Periods of less than one hour will be prorated to the nearest quarter hour.

d. TRAVEL AND TRANSPORTATION. If any charge is to apply, over and above the regular maintenance rates, because of the distance between the Ordering Activity location and the Contractor's service area, the charge will be negotiated at the Task Order level.

e. QUANTITY DISCOUNTS. Quantity discounts from listed Maintenance Services rates for multiple Equipment owned and/or leased by an Ordering Activity are not provided under this schedule contract unless otherwise specified by a Manufacturer in the pricelist.

TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (SPECIAL ITEM NUMBER 611420)

1. SCOPE

a. The Contractor through the Manufacturer shall provide training courses normally available to commercial customers, which will permit Ordering Activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.
b. The Contractor shall provide training at the Contractor's or Manufacturer's facility and/or at the Ordering Activity's location, as agreed to by the Contractor and the Ordering Activity.
c. Prepaid training tokens, credits, etc. shall not be permitted on this SIN.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

3. TIME OF DELIVERY

The Contractor or its Manufacturer shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the Ordering Activity.

4. CANCELLATION AND RESCHEDULING

a. Terms and conditions governing a Manufacturer's cancellation and rescheduling policies are as set forth in the price file description or, if provided, applicable Manufacturer's Training Catalog.
b. The Ordering Activity reserves the right to substitute one student for another up to the first day of class.
c. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the Ordering Activity, Contractor must notify the Ordering Activity at least seventy-two (72) hours before the scheduled training date.

5. FOLLOW-UP SUPPORT

Follow-up support to training courses is not available under the scope of this schedule contract unless expressly set forth in an applicable Manufacturer's Training Catalog and, in that case, follow-support shall be provided as stated therein.

6. PRICE FOR TRAINING

The price that the Ordering Activity will be charged will be the Ordering Activity training price in effect at the time of order placement.

7. INVOICES AND PAYMENT

Invoices for training shall be submitted by the Contractor after Ordering Activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

8. FORMAT AND CONTENT OF TRAINING

a. The Contractor or its Manufacturer shall provide the Training Materials normally provided with course offerings. Unless stated otherwise in the price file description or, if provided, the applicable Manufacturer's Training Catalog, such documentation will become the property of the student upon completion of the training class, provided, however, Contractor and or its Manufacturer shall retain all right, title and interest to the intellectual property rights contained therein (e.g., copyrights) and provided further, however, that such Training Materials shall be considered the Confidential Information of Manufacturer and subject to the non-disclosure provisions set forth above in the terms applicable to SINs 511210, 511210 and 54151 .

b. For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.

c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.

d. The Training Catalog shall provide most of the following information for each training course offered:
   (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training).
   (2) The length of the course.
   (3) Mandatory and desirable prerequisites for student enrollment.
   (4) The minimum and maximum number of students per class.
   (5) The locations where the course is offered.
   (6) Class schedules; and
   (7) Price (per student, per class (if applicable)).

e. For those courses conducted at the Ordering Activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.

f. For Online Training Courses, a copy of all training material must be available for electronic download by the students.

9. "NO CHARGE" TRAINING

"No charge" training is not available under the scope of this schedule contract.

10. GLOSSARY OF DEFINITIONS

a. "Training Materials" shall mean the, manuals, handbooks, texts, handouts, etc. normally provided with course offerings.

b. "Training Catalog" shall mean the document setting out a description of the training services and courses offered along with the related policies and procedures in regard to such training.

MANUFACTURER LISTING

See Attachment A to view Contractor Supplemental Pricelist Information and Terms by Manufacturer.

Manufacturer Name	
Acronis	LG
Amazon Web Services	Microsoft Surface
APC by Schneider Electric	Nexsan
AppDynamics	Overland
Arcserve	Panasonic
Atakama	Plantronics
Belkin	Pivot3
Blackberry	Rancher
Brother	Rubrik
Cisco	Samsung
Cradlepoint	Scale Computing
Dell	SMART Technologies
EMC	SonicWall
Enet	SUSE
Exagrid	Targus
Fujitsu	Urban Armor Gear
Honeywell	Veeam
HP	Veritas
Infinidat	VMWare
JABRA	Zebra
Juniper	
Kensington	
Kodak	
Lenovo	
Lexmark	

ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

Contact Promark or Download at www.promarktech.com/GSAContract/ContractInfo.html

PRICELIST

The pricelist is available on GSA Advantage!

AWS GSA Pricing can be found:

Terms and Conditions (promarktech.com)

AUTHORIZED DEALERS

13 Layers LLC	302 Broadway Street	Nicholasville	KY	40356	502-317-6428
1903 Solutions LLC	6440 Lusk Vlvd, Suite D203	San Diego	CA	92121	619-206-7127
1st Run Computer Services, Inc.	500 Old Country Road, Suite 105	Garden City	NY	11530	212-779-0800
4Cube Solutions, LLC	4622 19th Street Ct. East	Bradenton	FL	34203	941-306-1413
Aberdeen LLC	10420 Pioneer Blvd.	Santa Fe Springs	CA	90670	562-903-1500
Abrahams Consulting, Inc.	30 Broad Street, 14th Floor	New York	NY	10004	718-979-1371
Academic Technologies Inc.	209A Industrial Drive	Ridgeland	MS	39157	601-427-3587
Accelera Solutions, Inc.	12150 Monument Drive, Suite 800	Fairfax	VA	22033	703-637-9574
ACP Technologies, Inc.	950-A Union Road, Suite 504	West Seneca	NY	14224	716-674-8880
Action Technologies Group	3621 N Everbook Ln, Ste. 5	Muncie	IN	47304	216-513-8864
Advanced Computer Concepts	7927 Jones Branch Dr., Suite 600N	McLean	VA	22102	703-276-7800
Advanced Data Recovery Sytems Inc.	1787 Stone Road	Xenia	OH	45385	937-376-1636
Advanced Network Management, Inc.	1365 N. Scottsdale Rd., Suite 350	Scottsdale	AZ	85157	408-981-5625
Advantel Inc dba Advantel Networks	2222 Trade Zone Blvd	San Jose	CA	95131	858-246-8001
Affigent, LLC (parent company Akima)	13873 Park Center Rd, Suite 127	Herndon	VA	20171	703-766-6260
Agility Network Services Inc.	211 West Wacker Drive, Ste. 590	Chicago	IL	60606	312-587-9894
AGSI, LLC	14152 Milltown Rd	Lovettsville	VA	20180	540-882-3535
All Covered, IT Services from Konica Minolta	100 Williams Drive	Ramsey	NJ	07442	636-368-4589
Allegretto Funding Group, Inc. dba Infinit Technolgoy Solutions	7037 Fly Road	East Syracuse	NY	13057	315-432-1323
Alliance Technology Group LLC	7010 Hi Tech Drive	Hanover	MD	21076	443-561-0298
Alpha Business Services, Inc.	5625-A O'Donnell street	Baltimore	MD	21224	410-633-1910
Alpha Sum Business Machines	33-27 91st Street. Apt. 6B	Jackson Heights	NY	11372	718-898-0242
Alturna-Tech	6501 Congress Ave, Suite 100	Delray Beach	FL	33445	561-452-6065
American Wordata, Inc.	13046 Race Track Rd. #185	Tampa	FL	33626	602-938-5363
Anacapa Micro Products, Inc.	1901 Solar Drive Suite 150	Oxnard	CA	93036	805-339-0305
Annese & Associates, Inc.	747 Pierce Road, Suite 2	Clifton Park	NY	12065	585-286-2985
Apollo Information Systems Corp	445 Leigh Ave, Suite 101	Los Gatos	CA	95032	408-399-5110
Applied Global Technologies	505 Brevard Ave., Suite 102	Cocoa	FL	32922	321-635-2454
Argus Partners, LLC	1111 West Carrier Pkwy #300	Grand Prarie	TX	75050	469-471-0035
Arlington Computer Products	851 Commerce Court	Buffalo Grove	IL	60561	847-541-6333
Arrow Micro Corp.	14327 Imperial Hwy	La Mirada	CA	90638	714-522-0232
Aspire Technology Partners LLC	25 James Way	Eatontown	NJ	07724	732-847-9640
ATP GOV LLC	1390 Chain Bridge Rd., Ste. A269	McLean	VA	22101	847-952-6917

Alliance Technology Group, LLC Quotation

Steve Gerlach
7010 Hi Tech Drive
Hanover, MD 21076
410-712-0270 Phone
www.alliance-it.com

End User:
DuPage Sheriff's Office
501 N. County Farm Road
Wheaton, IL 60187

Quote Date: 12/14/2023
Quote Number: 211-Q4-12142023-1
Expiration Date: 1/14/2024
FOB: Destination
DUNS: 01-757-3259
GSA Contract Number: GS-35F-303DA
Terms: Pre-Pay

Contract # GS-35F-303DA

	GSA Part #	Supported Part #	Item Description	Qty	List Price	GSA List Price	Price Each	Extended Sales Price
			Production Cluster					
1	CHA-3-0E		1X XEON SP CPU 12X HDD 2U CTLR HC5200 CHASSIS	3	$13,485.00 *		$13,200.00	$39,600.00
2	CPU-3-04		8C/16T 3.2GHZ 2400MT/S INTEL CPNT XEON SILVER 4215R	3	$0.01 *		$0.01	$0.03
3	RAM-3-09		32GB DDR4 2933 MHZ RDIMM 32GB CPNT DDR4 RDIMM	12	$0.01 *		$0.01	$0.12
4	HDD-3-06		16TB 3.5IN SAS HDD 16TB 3.5IN CPNT SAS HDD	36	$0.01 *		$0.01	$0.36
5	NIC-3-02		4-PORT INTEL/LENOVO X722 4-PORTCPNT 10GB SFP+	3	$0.01 *		$0.01	$0.03
6	HCOS-L-5-8C		SC//HYPERCORE - 8C BRS LICS	3	$7,495.68	$6,109.83	$5,835.83	$17,507.49
7	HW-5		5YRS HW WARRANTY SVCS	1	$4,369.14 *		$3,809.24	$3,809.24
8	QSRN		NODE INSTALL REMOTE SUP REMOTE SVCS INSTALLATION	3	$330.00	$250.20	$250.20	$750.60

9	ABAU-5Y	5YRS SUP ACRONIS BACKUP ADV LICS PERNODE	8	$3,440.92 *		$3,191.43	$25,531.44
10	QQCK-ABAU	ACRONIS BACKUP QUICKSTART LICS POWERED BY SCALE COMPUTING **RAM Upgrade**	1	$1,500.00	$1,200.97	$1,200.97	$1,200.97
1	QCFG-MEM	DELIVERED BY SCALE COMPUTING SVCS SUP ZERO DOWNTIME MEM RECFG	1	$500.00	400.32	400.32	$400.32
32	RAM-1-09	32GB DDR4 2933 MHZ RDIMM 32GB CPNT DDR4 RDIMM	32	$293.00 *		$288.30	$9,225.60

	Freight	$420.00
	TOTAL:	**$98,446.20**

**Open Market*

***Replacement Part for End of Life product*

This quote and configuration is confidential to Alliance and is only to be used between Alliance and the Customer.

In the event this provided quote and configuration is used for other purposes, consulting fees will be charged.

All Purchase Orders subject to acceptance by Alliance Technology Group, LLC.

Prices Subject to change prior to acceptance of Purchase Order.

Payment Terms pursuant to Contract of Sales. PLEASE NOTE ACCORDING TO SUN ANY EQUIPMENT OVER 180 DAYS SINCE LAST MAINTENANCE CONTRACT WILL REQUIRE A RECERTIFICATION FEE. SUPPORT IS NON-REFUNDABLE AND CAN'T BE CANCELLED.

The terms and conditions in the solicitation are acceptable to be included in the award document without modification, deletion, or addition.

Please refer to Oracle's End User Agreement Terms located on our website (http://www.alliance-it.com/pdf/oracle-end-user-terms.pdf)

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: December 8, 2023

Bid/Contract/PO #:

Company Name: Alliance Technology Group, LLC	Company Contact: Steve Gerlach
Contact Phone: 847-951-8302	Contact Email: steve.gerlach@alliance-it.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 Cynthia Miles

Title Corporate Administrator

Date December 8, 2023

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 #: JPS-P-0007-24 **Agenda Date:** 1/16/2024 **Agenda #:** 16.C.

AWARDING RESOLUTION ISSUED TO
SENTINEL OFFENDER SERVICES, LLC
TO PROVIDE COURT ORDERED GPS DEVICE AND ELECTRONIC MONITORING
SERVICES TO JUVENILES AND INDIGENT ADULT OFFENDERS AND THEIR VICTIMS
FOR PROBATION AND COURT SERVICES
(CONTRACT TOTAL AMOUNT $612,000)

WHEREAS, a vendor has been evaluated and selected 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 Sentinel Offender Services, LLC, to provide court ordered GPS device or Electronic Monitoring services to juveniles and indigent adult offenders and their victims, for the period of February 1, 2024 through January 31, 2026, for the DuPage County Probation and Court Services.

NOW, THEREFORE BE IT RESOLVED, that said contract is to provide court ordered GPS device or Electronic Monitoring services to juveniles and indigent adult offenders and their victims, for the period of February 1, 2024 through January 31, 2026 for the DuPage County Probation and Court Services per the Master Agreement #22PSX0021, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Sentinel Offender Services, LLC, 1290 North Hancock Street, Suite 103, Anaheim, CA 92807, for a contract total amount of $612,000.

Enacted and approved this 23rd day of January, 2024 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 #: JPS-P-0007-24	RFP, BID, QUOTE OR RENEWAL #: NASPO Contract #22PSX0021	INITIAL TERM WITH RENEWALS: 2 YRS + 1 X 2 YR TERM PERIOD	INITIAL TERM TOTAL COST: $612,000.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 01/16/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS:
	CURRENT TERM TOTAL COST: $612,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		*Department Information*	
VENDOR: Sentinel Offender Services, LLC	VENDOR #: 13392	DEPT: Probation and Court Services	DEPT CONTACT NAME: Sharon Donald
VENDOR CONTACT: Mike Dean	VENDOR CONTACT PHONE: 1-800-496-4882	DEPT CONTACT PHONE #: 630-407-8413	DEPT CONTACT EMAIL: sharon.donald@dupageco.org
VENDOR CONTACT EMAIL: mcdean@sentineladvanctage.com	VENDOR WEBSITE: www.sentineladvantage.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.).
The Sentinel Offender Services, LLC Cooperative Agreement with National Association of State Procurement Officers (NASPO) has an Offender Pay Program that allows for offenders to pay for their services.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
Statute SB 2870 states the following: "Third Party Electronic Monitoring (SB 2870): Provides that the Chief Judge may enter an administrative order to establish a program for electronic monitoring or drug-related and alcohol related offenses, in which a vendor approved by the County Board, supplies and monitors the electronic monitoring device and collects the fees on behalf of the county". The Department would continue to be financially responsible for juveniles, victims and a small fraction of indigent participants per the agreement.

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

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. This contract is under the National Association of State Procurement Officers (NASPO) and offers an Offender Pay Program.
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).) Approval of the NASPO contract with Sentinel Offender Services LLC for the Third Party vendor to collect payments for services rendered instead of the County paying out for all monitoring. 2) The County will have to pay for all offender's electronic monitoring services if this contract is not approved.

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: Sentinel Offender Services, LLC	Vendor#: 13392	Dept: Probation and Court Services	Division: Finance
Attn: Mike Dean	Email: mcdean@sentineladvanctage.com	Attn: Sharon Donald	Email: sharon.donald@dupageco.org
Address: 1290 North Hancock Street Suite 103	City: Anaheim	Address: 503 N County Farm Road	City: Wheaton
State: California	Zip: 92807	State: Wheaton	Zip: 60187
Phone: 1-800-496-4882	Fax:	Phone: 630-407-8413	Fax: 630-407-2502
Send Payments To:		*Ship to:*	
Vendor: Sentinel Offender Services, LLC	Vendor#: 13392	Dept: Probation and Court Services	Division: Finance
Attn: Mike Dean	Email: mcdean@sentineladvanctage.com	Attn: Sharon Donald	Email: sharon.donald@dupageco.org
Address: 1290 North Hancock Street Suite 103	City: Anaheim	Address: 503 N County Farm Road	City: Wheaton
State: California	Zip: 92807	State: Illinois	Zip: 60187
Phone: 1-800-496-4882	Fax:	Phone: 630-407-8413	Fax: 630-407-2502
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Feb 1, 2024	Contract End Date (PO25): Jan 31, 2026
Contract Administrator (PO25):			

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		GPS Monitoring Services to juveniles, pretrial offenders and victims	FY24	1000	6100	53410		240,000.00	240,000.00
2	1	EA		GPS Monitoring Services to adult offenders and victims	FY24	1400	6120	53410		17,000.00	17,000.00
3	1	EA		GPS Monitoring Services to juveniles, pretrial offenders and victims	FY25	1000	6100	53410		41,000.00	41,000.00
4	1	EA		GPS Monitoring Services to adult offenders and victims	FY25	1400	6120	53410		8,000.00	8,000.00
5	1	EA		GPS Monitoring Services to juveniles, pretrial offenders and victims	FY25	1000	6100	53410		240,000.00	240,000.00
6	1	EA		GPS Monitoring Services to adult offenders and victims	FY25	1400	6120	53410		17,000.00	17,000.00
7	1	EA		GPS Monitoring Services to juveniles, pretrial offenders and victims	FY26	1000	6100	53410		41,000.00	41,000.00
8	1	EA		GPS Monitoring Services to adult offenders and victims	FY26	1000	6120	53410		8,000.00	8,000.00
FY is required, assure the correct FY is selected.										Requisition Total	$ 612,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Pricing per NASPO ValuePoint Master Agreement #22PSX0021 for Agency Pay Program: Active GPS: $4.50 per active day Victim Active GPS; $3.00 per active day Standard GPS & Electronic Monitoring Services OM500 GPS: $2.85 per active day RF Patrol Cellular Monitoring: $2.48 per active day - Insurance Plan for all available RF equipment: $0.35 per unit per day Optional Advocate - Victim Smartphone App: $2.00 per active day - Victim Notification Services (Manual Notification): $1.00 per active day Hybrid OM500 GPS: $2.80 per active day - Monitoring Center Operator Outbound Calls to both officers & participants/offenders: $0.30 per active day - OM500 Beacon Compatible with OM500 GPS device: $0.45 per active day - Insurance Plan for all available GPS equipment: $0.35 per unit per day
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

Master Agreement Number: 22PSX0021

Electronic Monitoring Products and Services

State of Connecticut

AND

Sentinel Offender Services, LLC

This contract (the “Master Agreement”) is made by and between, **Sentinel Offender Services, LLC** (the “Contractor”) and the State of Connecticut, acting by its Department of Administrative Services (“DAS”) in accordance with sections 4a- 2, 4a-51 and 4d-2 of the Connecticut General Statutes, and acting in connection with the NASPO ValuePoint cooperative contract consortium of the National Association of State Procurement Officers, Inc.

The Contractor and the State agree as follows:

1. Definitions

The following definitions apply in this Master Agreement, except to the extent modified in Exhibit A, Deliverables Document, in which case Exhibit A, Deliverables Document controls.

a. Acceptance

Determination made by the Purchasing Entity upon successful User Acceptance Test that the Deliverable has satisfied the Acceptance Criteria itemized in the SOW, performs to the Specifications, and fulfills the business and technical requirements of the Master Agreement.

b. Acceptance Criteria

Client Agency requirements for Deliverable Acceptance.

c. Acceptance Date

The date the Purchasing Entity accepts a Deliverable or System in accordance with this Master Agreement.

d. Administrator

A designated Purchasing Entity representative who is responsible for managing the Purchasing Entity’s User access to the Hosting Environment. The Administrator shall be responsible for implementing a role-based security policy process for access to the Hosting Environment.

f. Business Day

A day of the week recognized by the Purchasing Entity as a workday, exclusive of Saturdays, Sundays and any Lead State or federal holiday.

g. Claims

All actions, suits, claims, demands, investigations, and proceedings of any kind, open, pending, or threatened, whether mature, un-matured, contingent, known or unknown, at law or in equity in any forum.

h. Confidential Information

Any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name,date of birth, mother's maiden name, motor vehicle operator's license number and residential address, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique

biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Lead State classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

i. Confidential Information Breach

Generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the Purchasing Entity, the Contractor, or State.

j. Contractor IP

Contractor's materials and other intellectual property (1) in existence prior to this Master Agreement, (2) created, developed or acquired during the Term but not exclusively for the State, or (3) identified as Contractor IP in the applicable SOW; or (4) otherwise developed or acquired independent of this Master Agreement and employed by the Contractor in connection with the Deliverables.

k. Contractor Parties

Contractor's members, principals, directors, officers, shareholders, partners, managers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity or with whom Contractor contracts to Perform under this Master Agreement in any capacity.

l. Corrective Action Plan, or CAP

A detailed written plan produced by Contractor at the request of the Purchasing Entity to correct or resolve a Breach identified by the Purchasing Entity in accordance with the Breach section of this Master Agreement.

m. Deliverable

Each (1) Good, Service, Maintenance Services, Improvement, Material, Documentation, System, process or information of any type, whether stand-alone or intended as part of the integration of the System with existing hardware or software of the State, and whether or not used for administrative, maintenance, consulting, training, data warehousing, operations, support, hosting, or fulfillment of Performance; and (2) warranty of a Deliverable(s) that is listed in the Pricing Schedule or provided by Contractor as an element of Contractor's overall approach and solution to the requirements of this Master Agreement. Any one of them or a combination of any of them may be developed or produced by Contractor or by a third party as a supplier or subcontractor to Contractor.

n. Deliverables Document

Exhibit A which sets forth and describes the Deliverables that are to be provided or made available to the State and Participating Entities under this Master Agreement or in a Statement of

Work, as applicable, and the specific requirements and terms applicable to those Deliverables.

o. Documentation

All Specifications; all technical, systems and user reference manuals; all System documentation related to each component of the System, Deliverables and processes; and any Improvements to any of them.

p. Reserved

q. Force Majeure Event

Strikes, lockouts, riot, sabotage, rebellion, insurrection, acts of war, acts of terrorism, failure of or inadequate permanent power, fire, flood, earthquake, epidemics, natural disasters, and acts of God.

r. Goods

All things which are movable, including, but not limited to, electronic monitoring devices, supplies, materials, equipment, hardware, software, specially manufactured things, a component incorporated into another thing and things that are attached to real property and that may be severed from the real property without material harm to the things.

s. Goods or Services

Goods, Services or both, as specified in the Solicitation and set forth in Exhibit A, Deliverables Document.

t. Go-Live Date

The date of Participating Entity or Purchasing Entity's access to and use of the System, upon and after which the System must Perform in accordance with the Documentation, as the date may be extended from time to time in accordance with the Participating Addendum, Purchase Order, or Statement of Work applicable to the installation.

u. Hosting Environment

Collectively the platform, environment, and conditions on, in, or under which the Licensed Software is intended to be installed and operate, as set forth in this Master Agreement, including such structural, functional and other features, conditions and components as hardware, operating software, System architecture and configuration.

v. Hosted Services

The provision, management, operation, support, warranty and maintenance of the Licensed Software within the Contractor's setting or location including Contractor's services identified in Exhibit A, Deliverables Document.

w. Improvement

Any Contractor changes, patches, corrections, repairs, replacements, additions, modifications, enhancements, updates, releases, revisions, error fixes, bug fixes or any new versions of Deliverables, or any combination of the foregoing, that are to be or may be provided as a Deliverable from time to time. An Improvement may serve any purpose. Improvements do not

include upgrades to software for which Contractor charges its customers, or upgrades by a Licensor that is charging Contractor for such upgrade.

x. Reserved

y. Reserved

z. Lead State

The State of Connecticut, acting by the DAS.

aa. Licensed Software

The commercial, off-the-shelf products provided by Contractor in connection with the Deliverables, for which the Purchasing Entity or the Lead State acquires a, personal, non-exclusive, non- transferable license to access and use, but does not acquire the Licensor's title to, such computer program(s).

bb. Licensor

The party who licenses all or any part of a Deliverable either to the Participating Entity or Purchasing Entity, in the case of the Contractor, or to the Contractor, in the case of a third party provider.

cc. Maintenance Services

The software and process support services described in this Master Agreement, a Participating Addendum, or a Statement of Work, as applicable.

dd. Reserved

ee. Materials

Collectively, software programs, literary works, other works of authorship, documented specifications, designs, analyses, processes, methodologies, concepts, inventions, know-how, programs, program listings, program tools, Documentation, reports, drawings, data bases, spreadsheets, machine readable text, models and work product, whether tangible or intangible.

ff. NASPO ValuePoint:

A division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) corporation through which NASPO administers the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities, the District of Columbia, and territories of the United States.

gg. Participating Addendum ("PA")

A bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific terms, language or other requirements, such as ordering procedures specific to the Participating Entity.

hh. Participating Entity

A state, or other legal entity, that enters into a Participating Addendum.

ii. Perform

All acts and things of the Contractor and Contractor Parties, severally and collectively, that are necessary or appropriate to fulfill or accomplish this Master Agreement fully, including the Deliverables and all other Master Agreement obligations. The word “Perform” includes all parts of speech.

jj. Performance Criteria

Operation of the Deliverables in compliance with all Specifications and Documentation and complying with the requirements of this Master Agreement, a Participating Addendum, and a Statement of Work, as applicable.

kk. Price Schedule

Exhibit B to this Master Agreement which when read in conjunction with Exhibit A, Deliverables Document, lists the Deliverables available under this Master Agreement and establishes the components, unit pricing and price schedules for each Deliverable.

ll. Reserved

mm. Purchase Order

A written or electronic document that the Purchasing Entity issues for one or more Deliverables in accordance with the terms of this Master Agreement.

nn. Purchasing Entity

A Participating Entity, or a city, county district, or other political subdivision of the Participating Entity, or a nonprofit organization authorized under a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

oo. Purchasing Entity Data

Any data or information of the Purchasing Entity that Contractor receives or creates by any means and in any form in connection with this Master Agreement, Deliverables or Performance, including data and information with respect to any one or more of the following: databases, systems, operations, facilities, and regulatory compliance.

pp. Records

All working papers and such other information and materials furnished or prepared by the Contractor in Performing including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

qq. Replacement Deliverable

Any new Deliverable that replaces a previously accepted Deliverable.

rr. Services

The labor or work, necessary or appropriate for the Contractor to Perform.

ss. Service Level Agreement ("SLA")

Exhibit C which sets forth and describes the service level and maintenance and support agreement or those performance standards, response times and associated obligation between the parties, that may be set forth in this Master Agreement, in a Participating Addendum or in a Statement of Work, as applicable.

tt. Site

Location(s) specified by the Purchasing Entity where Deliverables are to be installed, Services rendered, or materials furnished.

uu. Solicitation

The Lead State's request, in whatever form issued, inviting bids, proposals or quotes for Deliverables, typified by, but not limited to, an invitation to bid, request for proposal, requests for information or request for quotes. The Solicitation and this Master Agreement shall be governed by the statutes, regulations and procedures of the Lead State. The Solicitation is incorporated into and made a part of this Master Agreement as if it had been fully set forth in it if, but only if, the Solicitation is in the form of an invitation to bid, request for information or request for quotes. A Solicitation in the form of a request for proposal is not incorporated into this Master Agreement in its entirety, but, rather, it is incorporated into this Master Agreement only to the extent specifically stated in Exhibit A, Deliverables Document.

vv. Solicitation Response

A submittal in response to a Solicitation.

ww. Specifications

Contractor's published technical and non-technical detailed descriptions of each Deliverable's capabilities, or intended use or both, as more fully set forth in this Master Agreement, a Participating Addendum, or a Statement of Work, as applicable.

xx. Statement of Work ("SOW")

Statement issued in connection with a Purchase Order for a Deliverable available under this Master Agreement which sets forth all work and payment requirements for Contractor's Performance in connection with said Purchase Order.

yy. System

Contractor furnished or otherwise supplied Deliverables that collectively and in an integrated fashion fulfill the Performance Criteria and the business and technical requirements of this Master Agreement, a Participating Addendum, or SOW, as applicable.

zz. Term

The original term of this Master Agreement plus any extensions exercised under this Master Agreement.

aaa. Termination

An end to this Master Agreement prior to the end of its Term.

bbb. Title

All ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Deliverable.

ccc. Reserved

ddd. Upgrade

A change to the primary version number of the Licensed Software, generally providing additional features or functionality.

eee. Update

A change to the Licensed Software to correct bugs or defects, patches or changes to enable the Licensed Software to operate on new or upgraded operating platforms.

fff. User

A Purchasing Entity representative that may access the System. User access will be subject to role-based security implemented by the Purchasing Entity's Administrator.

ggg. User Acceptance Test

Those procedures that permit the Purchasing Entity to authenticate and test the functionality of a Deliverable with real world scenarios to determine if the Deliverable performs in accordance with this Contract.

hhh. Warranty Period

The twelve (12) month period commencing upon the Acceptance Date for the System or Deliverable.

2. Term of Master Agreement; Master Agreement Extension

This Master Agreement will be in effect from the date that the last party executes (the "Effective Date") and will continue for three (3) years. The parties, by mutual agreement, may extend this Master Agreement for additional terms beyond the Term, prior to Termination or expiration, one or more times for a combined total period not to exceed the complete length of the original Term, but only in accordance with the Section in this Master Agreement concerning Master Agreement amendments.

3. Deliverables

Contractor shall sell, transfer, convey and license, as appropriate, to the Purchasing Entity each Deliverable and Perform in accordance with this Master Agreement, applicable Participating Addendum, and the SOW, as applicable. The Deliverables are set forth in accordance with Exhibit A, Deliverables Document and shall be acquired through duly issued Purchase Orders.

a. Any Purchase Order accepted by Contractor is subject to the terms of this Master Agreement and the applicable Participating Addendum and shall remain in effect until Purchasing Entity Accepts

full Performance of all Deliverables contained in the applicable Purchase Order, unless terminated sooner under the terms of this Master Agreement and the applicable Participating Addendum. Neither party shall be bound by any additional substantive terms that may appear in any Purchase Order. If a Purchase Order includes any such terms, then they shall be void ab initio and have no effect.

b. Notwithstanding any other provision of this Master Agreement, Contractor shall not make any material change to the Deliverables that alters the nature or scope of the Deliverables or their intended use without the prior written consent of the Purchasing Entity. The Purchasing Entity shall not give its consent unless the changed Deliverables are of a similar nature and have a similar use as the original Deliverables.

c. No additions to or reductions in the Deliverables and prices for work completed in the Performance of any Purchase Order shall be permitted unless the Purchasing Entity issues a change order in accordance with this Master Agreement.

d. Purchasing Entity shall issue a Purchase Order when acquiring any Deliverable or Service available under this Master Agreement and, if appropriate, a SOW mutually acceptable to the Purchasing Entity and the Contractor.

e. PARTICIPATION AND PAYMENTS:

The terms of this Master Agreement are applicable to any Purchase Order issued by a Purchasing Entity, except to the extent altered, modified, supplemented or amended by an applicable Participating Addendum. Any alterations, modifications, supplements or amendments to the terms of the Master Agreement as they apply to a Participating Entity and any Purchasing Entity ordering under the Participating Entity's Participating Addendum must be addressed in the Participating Addendum. Such alterations, modifications, supplements or amendments in a Participating Addendum apply only to the Participating Entity and Purchasing Entities ordering under said Participating Addendum. With the consent of the Participating Entity and Contractor, alterations, modifications, supplements or amendments to the terms of the Master Agreement and applicable Participating Addendum as they apply to a Purchasing Entity may be included in the Purchasing Entity's Purchase Order. Such alterations, modifications, supplements or amendments in a Purchase Order apply only to the Purchasing Entity.

Use of this Master Agreement is subject to the approval of the respective state's chief procurement official, or their designee. Subject to applicable law, issues of interpretation and eligibility for participation are solely within the authority of the respective state's chief procurement official, or their designee.

This Master Agreement and the Participating Addendum are binding only upon the Contractor and the corresponding Participating Entity or Purchasing Entity or both. The financial obligations of any Purchasing Entity are limited to those obligations set forth in the Purchase Orders that such particular Purchasing Entity issues. The terms of a Participating Addendum or other participating addenda do not and will not be construed to amend the terms of this Master Agreement between the Lead State and Contractor.

Entities who are not states may sign their own Participating Addendum if and to the extent that the appropriate procurement official of the state where the Participating Entity is located (or such other approval as may be required by law) gives prior approval of such participation in writing. A chief procurement official's approval to a non-state entity to participate through execution of a Participating Addendum is not a determination that the non-state entity has the necessary or appropriate authority to enter into the Participating Addendum. Prior to executing a Participating Addendum, each Participating Entity must ensure that it has the requisite authority to execute a Participating Addendum under its applicable laws and regulations.

Payment for all Accepted Deliverables are due within forty-five (45) days after Acceptance of the Deliverables. The Contractor shall submit an invoice to the Purchasing Entity for the Performance. The invoice shall include detailed information for Deliverables, delivered and Performed, as applicable, and Accepted. Any late payment charges shall be calculated in accordance with Purchasing Entity's applicable law.

4. Payments and Credits

a. The Purchasing Entity shall pay for Deliverables only upon Acceptance pursuant to this Master Agreement, the applicable Participating Addendum, and a SOW, as applicable, and receipt of a properly documented invoice from the Contractor. At the Purchasing Entity's request, Contractor shall submit to the Purchasing Entity such documentation as the Purchasing Entity deems it to be necessary or appropriate to justify and support the Performance detailed in any invoice, prior to the Purchasing Entity approving the invoice for payment.

b. The Purchasing Entity shall pay Contractor upon Acceptance within net forty-five (45) days after each calendar month end and receipt of Contractor's properly documented invoice and supporting detail, whichever is the later date.

c. Contractor shall furnish separate invoices for each Purchase Order and shall itemize each charge included in each invoice as a separate line item.

d. Contractor may supplement Exhibit B, Price Schedule to make additional services and related terms available to Participating Entities. The supplement will only be deemed to be accepted by the Lead State if the latter issues an Addendum to the Master Agreement indicating its concurrence with the supplement.

e. No additions to or reductions in the Deliverables and prices for work completed in the Performance of any Purchase Order shall be permitted unless the Purchasing Entity issues a change order in accordance with the provisions of Section 11.

5. Order and Delivery

The Contractor shall Perform in accordance with Exhibit A, Deliverables Document and at the prices set forth in Exhibit B, Price Schedule. Except as it may otherwise be set forth in Exhibit A, Deliverables Document or Exhibit B, Price Schedule, as applicable, the Contractor shall deliver the Goods F.O.B. wherever specified by the Purchasing Entity in its Purchase Order or in another communication to Contractor. The administration and Performance of this Contract are facilitated by and in accordance with certain provisions of the NASPO ValuePoint cooperative contract consortium of the National Association of State Procurement Officers. Those provisions are set forth in Exhibit D, NASPO ValuePoint Provisions.

6. Purchase Orders

a. This Master Agreement itself is not an authorization for the Contractor to begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued Purchase Order against this Master Agreement and an applicable Participating Addendum for Performance.

b. The Purchasing Entity shall issue a Purchase Order against a Participating Addendum incorporating this Master Agreement directly to the Contractor and to no other party.

c. All Purchase Orders shall be in written or electronic form, bear the Master Agreement number and Participating Addendum number (if any) and comply with all other Participating Entity and Purchasing Entity requirements, particularly the Purchasing Entity's requirements concerning

procurement. Purchase Orders issued in compliance with such requirements shall be deemed to be duly issued.

d. A Contractor Performing without a duly issued Purchase Order in accordance with this Section does so at the Contractor's own risk and does not impose on a Purchasing Entity any corresponding obligation.

e. The Purchasing Entity may, in its sole discretion, deliver to the Contractor any or all duly issued Purchase Orders via electronic means only, such that the Purchasing Entity shall not have any additional obligation to deliver to the Contractor a "hard copy" of the Purchase Order or a copy bearing any hand-written signature or other "original" marking.

7. Time of the Essence

Time is of the essence with respect to all provisions of this Master Agreement that specify a time for Performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Master Agreement.

8. Waiver

a. No waiver of any Breach of this Master Agreement shall be interpreted or deemed to be a waiver of any other or subsequent Breach. All remedies afforded in this Master Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided in this Master Agreement or at law or in equity. Any waiver by the Lead State, a Participating Entity, or a Purchasing Entity must be in writing.

b. A party's failure to insist on strict performance of any provision of this Master Agreement shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or Breach.

9. Deliverable Evaluation, Acceptance and Ownership

a. Any Deliverable furnished by Contractor under the terms of this Master Agreement will be subject to Acceptance Testing. User Acceptance Testing (UAT) for each Deliverable begins as of the date the Purchasing Entity notifies the Contractor in writing that the Deliverable provided for UAT has successfully met the Acceptance Criteria, successfully delivered and/or installed in the development and testing computer environment and is ready for UAT. The following procedures will apply during UAT:

1. The Purchasing Entity shall provide Contractor with (a) written notice of Acceptance of the Deliverable or (b) a written statement which identifies in reasonable detail, with references to the applicable requirements, the deficiencies preventing Acceptance.

2. Contractor shall have five (5) Business days, or such other period mutually agreed upon by the parties in writing, from the date it receives the notice of deficiencies to complete corrective actions to make the Deliverable conform in all material respects to the applicable Specifications. The Purchasing Entity shall review the corrected Deliverable and notify Contractor in writing of acceptance or rejection in accordance with the foregoing provisions of this Section.

3. The Acceptance Date for a Deliverable shall be the date of written notice of Acceptance of the Deliverable from Purchasing Entity to Contractor.

b. If UAT for the System is successfully completed, the Purchasing Entity shall in writing notify the

Contractor of the Purchasing Entity's Acceptance of the System, and the date of such notice will be the Acceptance Date for the System.

c. If requested by Contractor, Purchasing Entity shall complete Contractor's acceptance certificate, in a form reasonably acceptable to Purchasing Entity, so long as such certificate does not amend, alter or modify in any way the terms of this Master Agreement.

d. A Purchasing Entity shall own all Deliverables provided to it by Contractor under this Master Agreement, subject to subparagraph e) below.

e. The Purchasing Entity shall have a nonexclusive, nontransferable license to access and use, alter, modify, create derivative works (without the right to sublicense) and copy Contractor IP in connection with the Purchasing Entity's business needs and operations if Contractor IP is provided to the Purchasing Entity by Contractor in order to Perform any Services or provide any Deliverables required under this Master Agreement. Nothing in this provision shall be construed as transferring to the Lead State, Participating Entity, or Purchasing Entity any ownership interest or rights to Contractor IP.

f. If any Deliverable becomes the actual or prospective subject of any patent, copyright, license or proprietary rights claim or proceeding, Contractor shall do one or more of the following at the option of Contractor:

1. Modify the Deliverable or substitute another equally suitable Deliverable (provided that the function of the modified or substitute Deliverable equals or exceeds that of the original Deliverable);

2. Obtain for the Purchasing Entity the right to continued use of the Deliverable; or

3. If neither 1 nor 2 above is commercially reasonable, Purchasing Entity shall discontinue use of the Deliverable subject to such claim or proceeding and the Contractor shall refund the Purchasing Entity the fees paid for the Deliverable.

g. Each party reserves for itself all proprietary rights not expressly granted to the other. Contractor shall not be limited in developing, using or marketing services or products which are similar to the Deliverables or Services provided under this Master Agreement.

10. Data: Access and Ownership

a. Access to Master Agreement and State Data

The Contractor shall provide to the Purchasing Entity access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Master Agreement and the Purchasing Entity that are in the possession or control of the Contractor upon demand and shall provide the data to the Purchasing Entity in a format prescribed by the Purchasing Entity and the State Auditors of Public Accounts at no additional cost.

b. Ownership of Data

1. All ownership, title, licenses, proprietary rights and interest (including, but not limited to, perpetual use) (for purposes of this Ownership of Data Section, collectively, "Title") of and to any and all data as defined in section 4e-1 of the Connecticut General Statutes, ("Data") that is uploaded, collected, stored, held, hosted, located or utilized by the Purchasing Entity or Contractor and Contractor Parties directly or indirectly in connection with this Master Agreement at all times is and will always remain vested in the Purchasing Entity. At no time will Contractor have Title to such Data, wherever located.

2. At no cost to the State the Contractor and Contractor Parties shall, no later than fifteen (15) days after (i) receiving a written request from the Purchasing Entity or (ii) Termination for any reason, deliver and transfer possession to the Purchasing Entity all of the Data, in a format acceptable to the Purchasing Entity.

3. At no cost to the Purchasing Entity, the Contractor and Contractor Parties shall, no later than fifteen (15) days, unless otherwise mutually agreed to in writing by the Parties, after (i) receiving a written request from the Purchasing Entity, (ii) receiving final payment from the Purchasing Entity, or (iii) Termination for any reason, over-write and securely delete all of the Data, such that the Data will be expunged in a manner to make retrieval of the Data impossible.

4. The Contractor's failure to deliver and transfer possession of the Data to a duly authorized agent of the Purchasing Entity shall constitute, without more, a de facto breach of this Master Agreement. Consequently, the Contractor shall indemnify and hold harmless the Purchasing Entity, the Participating Entity, and the Lead State, as appropriate, for any and all damages, costs and expenses associated directly or indirectly with such failure. The damages, costs and expenses shall include, but not be limited to, those resulting from any corresponding contracting for credit or identity protection services, or both, and from any subsequent non- Purchasing Entity use of any Data. If Contractor Parties will Perform for any purpose under this paragraph, the Contractor represents and warrants that it shall cause each of the Contractor Parties to so Perform and that each has vested in the Contractor plenary authority to cause the Contractor Parties to Perform. For purposes of this Ownership of Data Section, "Perform" shall include, but not be limited to, the obligations relating to the sale, transfer of Title, removal and transfer of possession of the Data and indemnifying and holding harmless the Purchasing Entity, the Participating Entity, and the Lead State. The Contractor on its own behalf and on behalf of the Contractor Parties shall also provide, no later than 30 days after receiving a request by the Purchasing Entity, such information as the Purchasing Entity may identify to ensure, in the Purchasing Entity's sole discretion, compliance with the provisions of this Ownership of Data Section. This Ownership of Data Section survives Termination.

11. Change Order Within Scope

The Purchasing Entity may, at any time, with thirty (30) calendar days' advance written notice to Contractor, request changes to the Deliverables that come within the scope of the Master Agreement or the SOW, as applicable. Contractor shall not deny or delay approving the request. The request may include, but is not limited to, modifications or other changes required to correct System deficiencies, and changes required by new or amended State or federal laws and regulations or both that are included in the Deliverables in Exhibit A, Deliverables Document. Contractor shall make any changes to the Deliverables that are required due to Deliverable deficiencies or failure in accordance with the requirements of this Master Agreement, without charge. Contractor shall at its sole cost and expense conduct any investigation necessary to determine the source of the problem requiring the change. No additions or reductions in the Deliverables and prices for work completed in the Performance of any Purchase Order shall be permitted unless the Purchasing Entity issues a change order in accordance with this Section.

12. Rejected Items; Abandonment

a. The Contractor may deliver, cause to be delivered, or, in any other way, bring or cause to be brought, to any Purchasing Entity premises or other destination, Goods, as samples or otherwise, and other supplies, materials, equipment or other tangible personal property. The Purchasing Entity may, by written notice and in accordance with this Master Agreement, direct the Contractor to remove any or all such Goods ("the "Rejected Goods") and any or all other supplies, materials, equipment or other tangible personal property (collectively, the "Contractor Property") from and out of Purchasing Entity premises and any other location which the Purchasing Entity manages, leases or controls. The Contractor shall remove the Rejected Goods and the Contractor Property

in accordance with the terms and conditions of the written notice. Failure to remove the Rejected Goods or the Contractor Property in accordance with the terms and conditions of the written notice shall mean, for itself and all Contractor Parties, that:

1. they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, "Title") the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the Purchasing Entity and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;

2. there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;

3. they vest authority, without any further act required on their part or the Purchasing Entity's part, in the Purchasing Entity to use or dispose of the Rejected Goods and Contractor Property, in the Purchasing Entity's sole discretion, as if the Rejected Goods and Contractor Property were the Purchasing Entity's own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;

4. if the Purchasing Entity incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the Purchasing Entity shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the Purchasing Entity no later than thirty (30) days after the date of invoice; and

5. they do remise, release and forever discharge the Purchasing Entity and its employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the "Purchasing Entity and Its Agents") of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the Purchasing Entity and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.

b. The Contractor shall secure from each Contractor Party, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this Section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the Purchasing Entity, such information as the Purchasing Entity may require to evidence, in the Purchasing Entity's sole determination, compliance with this Section.

13. Replacement Deliverables

The Purchasing Entity may order any Replacement Deliverables then available. Replacement Deliverables are subject to evaluation and Acceptance as set forth in this Master Agreement.

14. Maintenance and Support

a. Contractor represents and warrants that after Acceptance of the System by the Purchasing Entity and throughout the duration of the Warranty Period, Contractor shall provide the following maintenance and support services at no additional cost:

1. Assistance in accordance with the requirements of Exhibit A, Deliverables Document,

Purchase Order or a SOW, as applicable;

2. Improvements related to any and all Deliverables; and

3. Improvements to any and all Deliverables to cause each Deliverable to operate under new versions or releases of the operating system(s), database system(s), application servers or report servers that comprise the Purchasing Entity's computer operating environment.

b. Upon expiration of the Warranty Period, maintenance and support and on-going services shall be provided by the Contractor on an annual basis if requested by the Purchasing Entity and identified in Exhibit C Service Level Agreement and Maintenance and Support and Exhibit B Price Schedule. Contractor shall invoice the Purchasing Entity in accordance with Exhibit B, Price Schedule.

c. Provided the Purchasing Entity is current on its maintenance and support and on-going services payments, the Contractor shall provide Services itemized in a SOW in addition to the following:

1. Assistance in accordance with the requirements of Exhibit A, Deliverables Document, Exhibit C, Service Level Agreement and Maintenance and Support, Purchase Order or a SOW, as applicable;

2. Improvements that may be developed by Contractor or made available to Contractor by the Licensor related to any and all Deliverables; and

3. Improvements to any and all Deliverables to cause each to operate under new versions or releases of the operating system(s), database system(s), application servers or report servers that comprise the Purchasing Entity's computer operating environment at no additional cost.

d. Contractor shall provide a complete list of any platform requirements and specifications to provide technical support services.

e. The Purchasing Entity shall provide Contractor full and free access to each Deliverable for the limited purpose of providing Services required under this Master Agreement, subject to the Purchasing Entity's and the applicable Site's access policies.

15. Reserved

16. Working and Labor Synergies

The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties, their work force, Purchasing Entity employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under this Master Agreement.

17. Background Checks

To the extent applicable, the Contractor and Contractor Parties shall submit to and incur the cost of fingerprint supported federal and state criminal history background checks as may be required by the state, the Purchasing Entity, or as provided for in any Purchasing Entity document that governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as

necessary or reasonably requested with the state and its agents in connection with such background checks.

18. Contractor Guaranties

a. Contractor shall:

1. Perform fully under this Contract;

2. Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the Client Agency's option, replace them;

3. Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the Site, Goods, the Contractor's work or that of Contractor Parties;

4. With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices;

5. Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law;

6. Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.

19. Other Warranties

Contractor warrants that:

a. Each Deliverable installed by Contractor, an authorized agent of Contractor or installed by the Purchasing Entity in accordance with Contractor's instructions, will function according to the Specifications and Performance Criteria on the Acceptance Date for such Deliverable;

b. During the Warranty Period, Contractor shall make Improvements to the Deliverable as necessary or appropriate to maintain ongoing reliability according to Performance Criteria identified in Exhibit A, Deliverables Document or a SOW, as applicable; and

c. Contractor shall provide each Deliverable within the time frames established under this Master Agreement, a Purchase Order or a SOW, as applicable.

d. Contractor does not exclude or modify the implied warranties of merchantability and fitness for a particular purpose concerning the Deliverables.

20. System Warranties

a. Contractor represents and warrants that the System shall conform to this Master Agreement, the Specifications, Performance Criteria, Documentation and as applicable, the SOW and that it shall be free from defects in material and workmanship upon the Acceptance Date of the System and through the Warranty Period, unless the Master Agreement is Terminated earlier.

b. During the Warranty Period, Contractor shall, at no charge, make Improvements to the Deliverables as necessary to maintain ongoing System reliability in accordance with the Specifications, Performance Criteria, Documentation, and as applicable, the SOW.

21. Sales and Use Report

Contractor shall deliver a sales and use report on a quarterly basis, in form and content as pre-approved by the Lead State, the Participating Entity, or Purchasing Entity. The Contractor shall deliver the report within ten (10) days following the end of each calendar quarter. The Contractor shall provide the Lead State, the Participating Entity, or Purchasing Entity with any additional reports as the Lead State, the Participating Entity, or Purchasing Entity may request from time to time within ten (10) days following receipt of the written request. Timely submission of these reports is a material requirement of this Master Agreement. All Title and property rights and interests in and to the reports and the data in the media containing the reports at all times is and will always remain vested in the State. At no time will Contractor have Title to such reports, data or media, wherever located. Accordingly, the Lead State, Participating Entity and the Purchasing Entity shall have a perpetual, irrevocable, non-exclusive, transferable right to display, modify, copy and otherwise use the reports, data, and information provided under this Section.

22. Breach

a. If one party (the “Non-breaching Party”) determines that the other (the “Breaching Party”) has failed to comply with any of the Breaching Party’s corresponding Master Agreement obligations (a "Breach"), then the Non-Breaching Party shall provide written notice of such failure to the Breaching Party in accordance with this Master Agreement. The Non-breaching Party must provide the Breaching Party an opportunity to remedy the Breach within thirty (30) calendar days from the date of the notice. However, if Contractor is the Breaching Party, then the Purchasing Entity may set forth any remedy period in the notice, so long as that period is otherwise consistent with the provisions of this Master Agreement. The period set forth in the notice is known as the “Remedy Period.” The Non-Breaching Party shall extend the Remedy Period if it is satisfied that the Breaching Party is making a good faith effort to remedy the Breach, but the nature of the Breach is such that it cannot be remedied within the Remedy Period.

b. If the Purchasing Entity determines that the Contractor has committed a Breach, then the Purchasing Entity may require the Contractor to, and Contractor shall, prepare and submit to the Purchasing Entity a CAP in connection with the identified Breach. Contractor shall provide in the CAP a detailed explanation of the deficiencies and other factors that contributed to the cited Breach, Contractor’s assessment or diagnosis of Breach (identifying the deficiencies and factors in reasonable detail, with references to the applicable Specifications), and a specific proposal to remedy or resolve the Breach. Contractor shall submit the CAP to the Purchasing Entity within ten (10) Business Days following the Purchasing Entity’s request for the CAP for the Purchasing Entity’s review and approval. Within ten (10) Business Days of receiving the CAP, the Purchasing Entity must either approve the CAP, or reject it by delivering to Contractor a written explanation for the rejection. If the Purchasing Entity fails to accept or reject the CAP within the ten (10) Business Days, then the CAP is deemed to have been approved, without more. The Purchasing Entity’s explanation for the rejection must include suggestions for changes to the CAP and the Contractor shall address the suggestions in such a manner to make it likely that the Purchasing Entity will approve the CAP when the Contractor re-submits it to the Purchasing Entity for review and approval. If the Purchasing Entity rejects a CAP, then the parties will repeat this submittal and review process until the earliest of one of the following: (1) the Purchasing Entity accepts a CAP, (2) the Purchasing Entity waives its right to receive a CAP, (3) Contractor remedies the Breach, (4) the Purchasing Entity waives the Breach, or (5) the Purchasing Entity makes a determination to Terminate this Master Agreement. After the first rejection, each of the parties will have five (5) Business Days, instead of ten (10) Business Days, within which to review the CAP. Each subsequent revision and review will be for up to three (3) Business Days each instead of ten (10) or five (5) Business Days.

c. If the Purchasing Entity determines that the Contractor has Breached this Master Agreement, then the Purchasing Entity may withhold payment in whole or in part for any amounts due pending resolution of the Performance issue, provided that the Purchasing Entity notifies

Contractor in writing prior to the date that the payment would have been due.

d. For purposes of the Purchasing Entity determining whether there is a Breach under this Master Agreement, or whether any statement in the Representations and Warranties Section of this Master Agreement is false or misleading, the parties deem the Acts of the Contractor Parties to be the Acts of the Contractor itself, as if the Contractor itself was the subject of the Acts which the Purchasing Entity considers in determining if there was a Breach, or an instance of false or misleading statements, or both.

e. The written notice of the Breach may include an effective Termination date. If the identified Breach is not remedied by the stated Termination date, unless otherwise modified by the Non-breaching Party in writing before such date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Termination date, then the Non-breaching Party shall provide the Breaching Party no less than twenty-four (24) hours' prior written notice before terminating this Master Agreement.

f. Notwithstanding any provisions in this Master Agreement, the Lead State may terminate this Master Agreement with no Remedy Period for Contractor's Breach or violation of any of the representations or warranties in this Master Agreement and revoke any consent to assignments given as if the assignments had never been requested or consented to, without liability to Contractor or Contractor Parties or any third party. Termination under this Breach section is subject to the provisions of the Termination Section of this Master Agreement. In case of such revocation or Termination, the Purchasing Entity will have no liability or responsibility to Contractor or Contractor Parties or any third party, or any of them, resulting from the Termination or revocation.

g. None of the Lead State's rights under this Breach Section diminishes the Lead State's rights under the Termination Section of this Master Agreement.

23. Termination

a. Notwithstanding any provisions in this Master Agreement, the Lead State, through a duly authorized employee, may Terminate this Master Agreement whenever the Lead State makes a written determination that such Termination is in the best interests of the Lead State. The Lead State shall notify the Contractor in writing of Termination pursuant to this Section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under this Master Agreement prior to such date.

b. Notwithstanding any provisions in this Master Agreement, either party, through a duly authorized employee, may, after making a written determination that the other party has Breached this Master Agreement and has failed to remedy the Breach, Terminate this Master Agreement in accordance with the Breach Section of this Master Agreement.

c. Notices of Termination must be sent certified in accordance with the Notice Section of this Master Agreement. Upon receiving the Termination notice from the Lead State, the Contractor shall immediately modify or discontinue all Performance affected in accordance with the terms of the notice, undertake commercially reasonable efforts to mitigate any losses or damages and deliver to the Lead State or the Purchasing Entity (as directed in the notice) all Records. The Records are deemed to be the property of the State and the Contractor shall deliver them to the Lead State or the Purchasing Entity (as directed in the notice) no later than thirty (30) days after the Termination of this Master Agreement or fifteen (15) days after the Contractor receives a written request from the Lead State for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.

d. Except for any work which the Lead State directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.

e. The Purchasing Entity shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Purchasing Entity in accordance with Exhibit A, Deliverables Document or a SOW, as applicable, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Purchasing Entity will not tender to the Contractor any payments for anticipated or lost profits. Upon request by the Purchasing Entity, the Contractor shall assign to the Purchasing Entity, or any replacement contractor which the Purchasing Entity designates, all subcontracts, Purchase Orders and other commitments, deliver to the Purchasing Entity all Records and other information pertaining to its Performance, and remove from Purchasing Entity premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Lead State or the Purchasing Entity (as directed in the notice) may request.

f. Upon Termination of this Master Agreement, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the Sections which survive Termination. All representations, warranties, agreements and rights of the parties under this Master Agreement shall survive such Termination to the extent not otherwise limited in this Master Agreement and without each one of them having to be specifically mentioned in this Master Agreement.

g. Termination of this Master Agreement pursuant to this Section shall not be deemed to be a Breach of Master Agreement by the Lead State, a Participating Entity, or a Purchasing Entity.

24. Continued Performance

The Contractor and Contractor Parties shall continue to Perform their obligations under this Master Agreement while any dispute concerning this Master Agreement is being resolved.

25. Reserved

26. Setoff

A Purchasing Entity, in its sole discretion, may setoff and withhold (1) any costs or expenses including but not limited to costs or expenses such as overtime, that the Purchasing Entity incurs resulting from the Contractor's unexcused Breach under this Master Agreement and under any other agreement or arrangement that the Contractor has with the Purchasing Entity and (2) any other amounts of whatever nature that are due or may become due from the Purchasing Entity to the Contractor, against amounts otherwise due or that may become due to the Contractor under this Master Agreement, or under any other agreement or arrangement that the Contractor has with the Purchasing Entity. The Purchasing Entity's right of setoff and to withhold shall not be deemed to be the Purchasing Entity's exclusive remedy for the Contractor's or Contractor Parties' Breach of this Master Agreement, all of which shall survive any setoffs and withholdings by the Purchasing Entity.

27. Cross-Default

a. If the Contractor or Contractor Parties Breach, default or in any way fail to Perform satisfactorily under this Master Agreement, then the Lead State may, in its sole discretion, without more and without any action whatsoever required of the Lead State, treat any such event as a breach, default or failure to perform under any or all other agreements or arrangements ("Other

Agreements") that the Contractor or Contractor Parties have with the Lead State. Accordingly, the Lead State may then exercise at its sole option any and all of its rights or remedies provided for in this Master Agreement or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of the Lead State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Other Agreements.

b. If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under any or all Other Agreements with the Lead State, then the Lead State may, in its sole discretion, without more and without any action whatsoever required of the Lead State, treat any such event as a breach, default or failure to Perform under the Master Agreement. Accordingly, the Lead State may then exercise at its sole option any and all of its rights or remedies provided for in the Other Agreements or this Master Agreement, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of the Lead State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to Perform under this Master Agreement.

28. Sovereign Immunity

The parties acknowledge and agree that nothing in this Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this Contract. To the extent that this Section conflicts with any other Section, this Section shall govern.

29. Representations and Warranties

Contractor represents and warrants to the Lead State for itself and, as applicable, the Contractor Parties that:

a. each is a duly and validly existing under the laws of each such entity's respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by this Master Agreement. Further, as appropriate, each has taken all necessary action to authorize the execution, delivery and Performance of this Master Agreement and have the power and authority to execute, deliver and Perform its obligations under this Master Agreement;

b. each will comply with all applicable State and Federal laws and municipal ordinances in satisfying its obligations to the State under and pursuant to this Master Agreement, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics; Title 4a, Chapter 51 concerning State purchasing; and (3) Title 22a, Chapter 446c, section 22a-194a concerning the use of polystyrene foam;

c. the execution, delivery and Performance of this Master Agreement will not violate, be in conflict with, result in a Breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;

d. each is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;

e. as applicable, each has not, within the three years preceding the Effective Date of this Master Agreement, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under this Master Agreement,

for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or Performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records or property, making false statements, or receiving stolen property;

f. each is not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;

g. they have notified the Lead State in writing whether they have had any contracts with any governmental entity Terminated for cause within the three (3) years preceding the Effective Date;

h. none has employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure this Master Agreement and it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Master Agreement or any assignments made in accordance with the terms of this Master Agreement;

i. to the best of each entity's knowledge, there are no Claims involving Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under this Master Agreement;

j. each shall disclose, to the best of its knowledge, to the State in writing any Claims involving it that would be required disclosure on Form 8-K of the Securities Exchange Act of 1934 no later than ten (10) calendar days after becoming aware or after it should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to the State, the ten (10) calendar days in the Section of this Master Agreement concerning disclosure of Contractor Parties litigation shall run consecutively with the ten (10) days provided for in this representation and warranty;

k. each entity's participation in the Solicitation process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;

l. the proposal submitted by Contractor in response to the Solicitation was not made in connection or concert with any other person, entity or proposer, including any affiliate of the proposer, submitting a proposal for the same Solicitation, and is in all respects fair and without collusion or fraud;

m. each is able to Perform under this Master Agreement using their own resources or the resources of a party who has not submitted a proposal;

n. if Contractor does not have plenary authority to make the representations and warranties in this Section, as applicable, on behalf of Contractor Parties, then Contractor shall enter into a written contract with Contractor Parties, in which contract Contractor Parties shall make all of the applicable representations and warranties in this Section;

o. each has paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut; they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;

p. none owes unemployment compensation contributions;

q. none is delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;

r. all of each entity's vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;

s. each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms of this Master Agreement and that all appropriate parties shall also provide, no later than fifteen (15) days after receiving a request from the Lead State or the Purchasing Entity, such information as the Lead State or the Purchasing Entity may require to evidence, in their sole determination, compliance with this Section;

t. each either owns or has the authority to use all the Deliverables;

u. to the best knowledge of Contractor, the Deliverables do not infringe or misappropriate any patent, copyright, trade secret or other intellectual property right of a third party;

v. to the best knowledge of Contractor, the Purchasing Entity's use of any Deliverables in a manner consistent with this Master Agreement shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;

w. if any party shall procure any Deliverables, they shall sublicense such Deliverables and that the Purchasing Entity shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Deliverables;

x. each shall assign or otherwise transfer to the Purchasing Entity or afford the Purchasing Entity the full benefits of any manufacturer's warranty for the Deliverables, to the extent that such warranties are assignable or otherwise transferable to the Purchasing Entity; and

y. The Services and the System shall conform to this Contract, the Specifications, Performance Criteria, Documentation and as applicable, the SOW and that the Deliverables shall be free from defects in material and workmanship and that Performance will be in good and workmanlike manner consistent with industry standards and practices. Contractor warrants that its agents and/or employees used in the Performance will be qualified to Perform.

30. Further Assurances

The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Master Agreement and which do not involve the vesting of rights or assumption of obligations other than those provided for in this Master Agreement, in order to give full effect to this Master Agreement and to carry out the intent of this Master Agreement.

31. Advertising

The Contractor shall not refer to sales to the Lead State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without the Lead State's prior written approval.

32. Contractor Changes

The Contractor shall notify the Lead State in writing no later than ten (10) days from the effective date of any change in:

a. its certificate of incorporation or other organizational document;

b. more than a controlling interest in the ownership of the Contractor; or

c. the individual(s) in charge of the Performance.

This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the Performance. The Lead State, after receiving written notice by the Contractor of any such change, may require such agreements, releases and other instruments evidencing, to the Lead State's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of this Master Agreement. The Contractor shall deliver such documents to the Lead State in accordance with the terms of the Lead State's written request. The Lead State may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to Perform under this Master Agreement; the surviving Contractor Parties, as appropriate, must continue to Perform under this Master Agreement until Performance is fully completed.

33. Contractor Responsibility

a. The Contractor shall be responsible for the entire Performance under this Master Agreement regardless of whether the Contractor itself Performs. The Contractor shall be the sole point of contact concerning the management of this Master Agreement, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of this Master Agreement.

b. The Contractor shall exercise all reasonable care to avoid damage to a Purchasing Entity's property or to property being made ready for the Purchasing Entity's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the Purchasing Entity.

34. Continuity of Systems

a. This Section is intended to comply with Conn. Gen. Stat. §4d-44. Nothing in this Section shall be construed to prevent Contractor from being paid for its Performance that is provided in accordance with this Master Agreement.

b. Contractor acknowledges that the Deliverables, the Systems and associated Services are important to the function of a Purchasing Entity's operations and that they must continue without interruption. Pursuant to Conn. Gen. Stat. §4d-44, if the work under this Master Agreement, any subcontract, or amendment to either, is transferred back to a Purchasing Entity or to another contractor at any time for any reason, then Contractor shall cooperate fully with the Purchasing Entity, and do and Perform all acts and things that the Purchasing Entity deems to be necessary or appropriate, to ensure continuity of the Purchasing Entity's information system and telecommunication system facilities, equipment and Services so that there is no disruption or interruption in Performance as required or permitted in this Contract. Contractor shall not enter into any subcontract for any part of the Performance under this Master Agreement without approval of such subcontract by the Lead State, as required by Conn. Gen. Stat. §4d-32 and without such subcontract including a provision that obligates the subcontractor to comply fully with Conn. Gen. Stat. §4d-44 as if the subcontractor were in fact the Contractor. Contractor shall make a full and complete disclosure of and delivery to the Purchasing Entity or its

representatives of all Records and "Public Records," as that term is defined in Conn. Gen. Stat. §4d-33 in whatever form they exist or are stored and maintained and wherever located, directly or indirectly concerning this Master Agreement.

c. The parties shall follow the below applicable and respective procedures in order to ensure the orderly transfer to Purchasing Entity:

1. Facilities and Equipment:

   Unless a shorter period is necessary or appropriate to ensure compliance with Conn. Gen. Stat. §4d-44 , in which case that shorter period shall apply, Contractor shall deliver F.O.B. to the location specified by the Purchasing Entity, all Deliverables, Systems, facilities and equipment related to or arising out of this Master Agreement, subcontract or amendment, (other than any of the Deliverables, Systems, facilities or equipment in which Contractor has title under this Master Agreement) no later than ten (10) days from the date that the work under this Master Agreement is transferred back to the Purchasing Entity or to another contractor for any reason. Contractor shall deliver the Deliverables, Systems, facilities or equipment to the Purchasing Entity, during the Purchasing Entity's business hours, in good working order and in appropriately protective packaging to ensure delivery without damage. Concurrent with this delivery, Contractor shall also deliver all related operation manuals and other Documentation in whatever form they exist and a list of all related passwords and security codes;

2. Software Deliverables created or modified pursuant to this Master Agreement, subcontract or amendment: Unless a shorter period is necessary or appropriate to ensure compliance with Conn. Gen. Stat. §4d-44, in which case that shorter period shall apply, Contractor shall deliver F.O.B. to the location specified by the Purchasing Entity, all Deliverables, Materials and Systems, no later than 10 days from the date that the work under the SOW or this Master Agreement is transferred back to the Purchasing Entity or to another contractor for any reason. Contractor shall deliver such Deliverables, Materials and Systems to the Purchasing Entity, during the Purchasing Entity's Business Hours, in good working order, and if the Purchasing Entity's equipment shall be delivered, in appropriately protective packaging to ensure delivery without damage. Concurrent with this delivery, Contractor shall also deliver all Deliverable-related operation manuals and other Documentation in whatever form they exist, if delivery of such manuals and documentation is required by this Master Agreement or the SOW for such Deliverable, and a list of all Deliverable passwords and security codes; and

3. Public Records, as defined in Conn. Gen. Stat. §4d-33, which Contractor or Contractor Parties possess or create pursuant to this Master Agreement, subcontract or amendment: Unless a shorter period is necessary or appropriate to ensure compliance with Conn. Gen. Stat. §4d-44, in which case that shorter period shall apply, Contractor shall deliver F.O.B. to the location specified by the Purchasing Entity, all Public Records created or modified pursuant to this Master Agreement, any SOW, subcontract or amendment and requested in writing by the Purchasing Entity (provided that Contractor may redact confidential information of Contractor, its personnel or third parties to the extent permitted by applicable law) no later than the latter of (1) the time specified in the section in this Master Agreement concerning Termination for the return of Public Records and (2) ten (10) days from the date that the work under the Master Agreement or SOW is transferred back to the Purchasing Entity or to another contractor for any reason. Contractor shall deliver to the Purchasing Entity during the Purchasing Entity's Business Hours those Public Records in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or TXT. Contractor shall deliver to the Purchasing Entity, during the Purchasing Entity's business hours, those Public Records and a list of all applicable passwords and security codes, all in appropriately protective packaging to ensure delivery without damage.

d. If Contractor employs former Purchasing Entity employees, Contractor shall facilitate the

exercising of any reemployment rights that such Purchasing Entity employees may have with the Purchasing Entity, including, but not limited to, affording them all reasonable opportunities during the workday to interview for Purchasing Entity jobs. Contractor shall include language similar to this Section in all of its contracts with its subcontractors and applicable Contractor Parties so that they are similarly obligated.

35. Security and/or Property Entrance Policies and Procedures

Contractor shall adhere to established security and/or property entrance policies and procedures for each Purchasing Entity. It is the responsibility of Contractor to understand and adhere to the Purchasing Entity's policies and procedures prior to entering the Purchasing Entity Site to Perform under this Master Agreement.

36. Disclosure of Contractor Parties Litigation

Contractor shall require that all Contractor Parties, as appropriate, disclose in writing to Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under this Master Agreement, no later than ten (10) calendar days after becoming aware of or after they should have become aware of any such Claims.

37. Protection of Confidential Information

a. Contractor and Contractor Parties have a duty to and shall, at their own expense, protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with the highest current industry standards and best practices, as they may be amended from time to time.

b. Contractor and all Contractor Parties shall develop, implement and maintain a comprehensive written information security policy for the protection of Confidential Information that meets or exceeds current industry standards and best practices as they may be amended from time to time. The safeguards contained in the written information security policy must meet or exceed the standards for the protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and State law and in written policy of the Purchasing Entity, Participating Entity, or the Lead State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

   1. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;

   2. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept and an auditable electronic system of logging and tracking the viewing, accessing or both of Confidential Information;

   3. A process for reviewing policies and security measures at least annually;

   4. Creating secure access controls to Confidential Information, including but not limited to passwords; and

   5. Encrypting of Confidential Information that is stored on laptops, portable devices and storage media or that is being transmitted electronically.

c. Contractor and Contractor Parties shall notify the Lead State, the Purchasing Entity, and the

Connecticut Office of the Attorney General as soon as practical, but no later than the next Business Day, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred which, in the sole opinion of the Purchasing Entity, after consultation with the Lead State's Attorney General, constitutes a breach of security as defined in Connecticut General Statutes, § 36a- 701b, or otherwise (Breach), the Contractor shall, within three (3) Business Days after the notification, present a credit monitoring and protection plan to the Commissioner of the Lead State, the Purchasing Entity, and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring and protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to, reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the Lead State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Breach. Neither Contractor's nor any Contractor Party's costs and expenses for the credit monitoring and protection plan shall be recoverable from the Lead State, Participating Entity, Purchasing Entity, or any affected individuals and shall be outside of any liability cap or limitation contained in this Master Agreement.

d. Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.

e. Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to the provisions of this Master Agreement concerning the obligations of the Contractor to the Purchasing Entity, Participating Entity, or DAS.

38. Confidentiality; Non-Disclosure

The Purchasing Entity shall exercise at least the same degree of care to safeguard any trade secrets or confidential information of Contractor as the Purchasing Entity does its own property of a similar nature and shall take reasonable steps to ensure that neither the confidential information of Contractor nor any part of it will be disclosed for reasons other than its own business interests. Such prohibition on disclosures does not apply to disclosures by the Purchasing Entity to its employees, agents or representatives, provided such disclosures are reasonably necessary to the Purchasing Entity's use of the Deliverable, and provided further that the Purchasing Entity will take all reasonable steps to ensure that the Deliverable is not disclosed by such parties in contravention of this Master Agreement. The Purchasing Entity's performance of the requirements of this Section shall be subject to open records laws and the State of Connecticut Freedom of Information Act ("FOIA"), as applicable.

All Records, Purchasing Entity Data, and any Data owned by the Purchasing Entity in any form, in the possession of the Contractor or Contractor Parties, whether uploaded, collected, stored, held, hosted, located or utilized by Contractor and Contractor Parties directly or indirectly, must remain within the continental United States.

39. Contractor's Obligation to Notify the Lead State Concerning Public Records

In accordance with Conn. Gen. Stat. § 4d-38, if the Contractor or Contractor Parties learn of any violation of the provisions of Conn. Gen. Stat. §§ 4d-36 or 4d-37 they shall, no later than seven calendar days after learning of such violation, notify the Chief Information Officer of such violation.

40. General Assembly Access to Records

In accordance with Conn. Gen. Stat. § 4d-40, the Joint Committee on Legislative Management and each nonpartisan office of the General Assembly shall continue to have access to the Lead State records that is not less than the access that said committee and such offices have on July 1, 1997.

41. Profiting from Public Records

In accordance with Conn. Gen. Stat. § 4d-37, neither Contractor nor Contractor Parties shall sell, market or otherwise profit from the disclosure or use of any public records which are in their possession pursuant to this Master Agreement or any contract, subcontract or amendment to a contract or subcontract, except as authorized in this Master Agreement. For purposes of this Section, "public records" shall have the meaning set forth in Conn. Gen. Stat. § 1-200, as it may be modified from time to time.

42. Application of FOIA to Public Records Provided to Contractor

In accordance with Conn. Gen. Stat. § 4d-35, any public record which a state agency provides to Contractor or Contractor Parties shall remain a public record for the purposes of subsection (a) of Conn. Gen. Stat. § 1-210 and as to such public records, the State, Contractor and Contractor Parties shall have a joint and several obligation to comply with the obligations of the state agency under the Freedom of Information Act (FOIA), as defined in Conn. Gen. Stat. §1-200, provided that the determination of whether or not to disclose a particular record or type of record shall be made by such state agency.

43. Ownership Rights and Integrity of Public Records

In accordance with Conn. Gen. Stat. § 4d-34, (a) neither Contractor nor Contractor Parties shall have any Title in or to (1) any public records which the Contractor or Contractor Parties possess, modify or create pursuant to a contract, subcontract or amendment to a contract or subcontract, or (2) any modifications by such contractor, subcontractor, employee or agent to such public records; (b) neither Contractor nor Contractor Parties shall impair the integrity of any public records which they possess or create; and (c) public records which Contractor or Contractor Parties possess, modify or create pursuant to this Master Agreement or other contract, subcontract or amendment to a contract or subcontract shall at all times and for all purposes remain the property of the State. For purposes of this Section, "public records" shall have the meaning set forth in Conn. Gen. Stat. § 4-33, as it may be modified from time to time.

44. Nondisclosure of Public Records

In accordance with Conn. Gen. Stat. § 4d-36, neither Contractor nor Contractor Parties shall disclose to the public any public records (a) which they possess, modify or create pursuant to this Master Agreement or any contract, subcontract or amendment to a contract or subcontract and (b) that a state agency (1) is prohibited from disclosing pursuant to state or federal law in all cases, (2) may disclose pursuant to state or federal law only to certain entities or individuals or under certain conditions or (3) may withhold from disclosure pursuant to state or federal law. This provision shall not be construed to prohibit the Contractor from disclosing such public records to any Contractor Parties to carry out the purposes of its subcontract. For purposes of this section, "public records" shall have the meaning set forth in Conn. Gen. Stat. § 1-200, as it may be modified from time to time.

45. Audit and Inspection of Plants, Places of Business and Records

a. The Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents (each an "Auditing Entity"), may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor

Parties' plants and places of business which, in any way, are related to, or involved in, the Performance of this Master Agreement and associated Participating Addenda and Orders.

b. Contractor shall maintain, and shall require each Contractor Party to maintain, accurate and complete Records. Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the Auditing Entity.

c. The Auditing Entity shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty- four (24) hours' notice prior to the requested audit and inspection date. If the Auditing Entity suspects fraud or other abuse, or in the event of an emergency, the Auditing Entity is not obligated to provide any prior notice.

d. Contractor shall pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the Auditing Entity, is sufficient to constitute a Breach by the Contractor under this Master Agreement. The Contractor will remit full payment to the Auditing Entity for such audit or inspection no later than 30 days after receiving an invoice from the State. If the Auditing Entity does not receive payment within such time, the Auditing Entity may setoff the amount from any moneys which the Auditing Entity would otherwise be obligated to pay the Contractor in accordance with this Master Agreement.

e. Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until six (6) years after the latter of (1) final payment for any Order placed under this Master Agreement, or (2) the expiration or earlier termination of this Master Agreement, as the same may be modified for any reason. An Auditing Entity may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

f. Contractor shall cooperate fully with the Auditing Entity and its agents in connection with an audit or inspection. Following any audit or inspection, the Auditing Entity may conduct and the Contractor shall cooperate with an exit conference.

g. Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

46. Audit Requirements for Recipients of State Financial Assistance

For purposes of this paragraph, the word "Contractor" shall be deemed to mean "nonstate entity," as that term is defined in section 4-230 of the Connecticut General Statutes. The Contractor shall provide for an annual financial audit acceptable to the Lead State for any expenditure of Lead State awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Contractor shall comply with federal and Lead State single audit standards as applicable.

47. Indemnification

a. Contractor shall indemnify, defend and hold harmless the Lead State, Participating Entities, Purchasing Entities, NASPO, and its officers, representatives, agents, servants, employees, successors and assigns (each an "Indemnified Party") from and against any and all (1) Claims arising, directly or indirectly, in connection with this Master Agreement for the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or this Master Agreement. Contractor shall use counsel reasonably acceptable to the Indemnified Party in

carrying out its obligations under this Section. Contractor's obligations under this Section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or non-copyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

b. Contractor shall not be responsible for indemnifying, defending or holding the Indemnified Party harmless from any liability arising due to the negligence of the Indemnified Party or any third party acting under the direct control or supervision of the Indemnified Party.

c. Contractor shall reimburse the Indemnified Party for any and all damages to the real or personal property of the Indemnified Party caused by the Acts of Contractor or any Contractor Parties. The Indemnified Party shall give Contractor reasonable notice of any such Claims.

d. Contractor's duties under this Section shall remain fully in effect and binding in accordance with the terms of this Master Agreement, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims or where the Indemnified Party is alleged or is found to have contributed to the Acts giving rise to the Claims or both.

e. Contractor shall carry and maintain at all times during the Term of this Master Agreement, and during the time that any provisions survive the Term of this Master Agreement, sufficient commercial general liability insurance to satisfy its obligations under this Master Agreement.

f. This Section shall survive the Termination of this Master Agreement and shall not be limited by reason of any insurance coverage. Unless otherwise set forth herein, this Section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement

48. Forum and Choice of Law

a. Notwithstanding the other provisions of this of this Forum and Choice of Law Section, the parties deem this Master Agreement to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of this Master Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the Lead State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

b. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.

c. If a Claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for Claims relating to the procurement, evaluation, award, or contract performance or

administration if the Lead State is a party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

49. Assignment

The Contractor shall not assign any of its rights or obligations under this Master Agreement, voluntarily or otherwise, in any manner without the prior written consent of the Lead State. The Lead State may void any purported assignment in violation of this Section and declare the Contractor in breach of Master Agreement. Any Termination by the Lead State for a breach is without prejudice to the Lead State's or a Participating Entity or Purchasing Entity's rights or possible Claims.

50. Americans with Disabilities Act

Contractor represents that it is familiar with the terms of the Americans with Disabilities Act, 42 U.S.C. §§12101 et seq, and that it is in compliance with the law. Failure of Contractor to satisfy this standard either now or during the Term as it may be amended will render this Master Agreement voidable at the option of the State upon notice to Contractor. Contractor warrants that it will hold the State harmless from any liability that may be imposed upon the State as a result of any failure of Contractor to be in compliance with the Americans with Disabilities Act.

51. Executive Orders and Other Enactments

a. All references in this Master Agreement to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Master Agreement at any time during its term, or that may be made applicable to the Master Agreement during its Term. This Master Agreement shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. At the Contractor's request, the Lead State, Participating Entity, or Purchasing Entity shall provide a copy of these Enactments to the Contractor. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Master Agreement if it chooses to contest the applicability of the Enactments or the Lead State, Participating Entity, or Purchasing Entity's authority to require compliance with the Enactments.

b. This Master Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Master Agreement as if they had been fully set forth in it.

c. This Master Agreement may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Master Agreement as if fully set forth in it.

52. Whistleblower Provision

This Master Agreement may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or

quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of such statute, Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty percent of the value of this Master Agreement. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

53. Summary of State Ethics Laws

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the Lead State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Master Agreement as if the summary had been fully set forth in this Master Agreement; (b) the Contractor represents that the chief executive officer or authorized signatory of the Master Agreement and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for Termination of the Master Agreement; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

54. Force Majeure

a. The parties shall not be excused from their respective Master Agreement obligations except in the case of Force Majeure Events and as otherwise provided for in this Master Agreement.

b. If a Force Majeure Event prevents a party from complying with any obligation or satisfying any conditions under this Master Agreement, then that failure to comply will not constitute a Breach if (A) that party uses reasonable efforts to comply; (B) that party's failure to comply is not due to its failure to (i) take reasonable measures to protect itself against Force Majeure Events or (ii) develop and maintain a reasonable contingency plan to respond to Force Majeure Events; and (C) that party complies with its obligations under subsection (c) of this Section.

c. If a Force Majeure Event occurs, then the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on its obligations under this Master Agreement, and how long the noncomplying party expects the noncompliance to last. Thereafter, the noncomplying party shall update that information as reasonably necessary, or as the other party may reasonably request, whichever is more frequent. During a Force Majeure Event, the noncomplying party shall use reasonable efforts to limit damages to the other party and to resume complying with its Performance and obligations under this Master Agreement.

d. Failure to provide written notice of any Force Majeure Event as soon as the failing party becomes aware of it, or failure by the other party to Act in response to the notice, does not excuse any delays or failures in Performance or obligations.

55. Notice

a. All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Master Agreement (for the purpose of this Section collectively called "Notices") shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to DAS:

State of Connecticut Department of Administrative Services
Procurement Division
450 Columbus Boulevard, Suite 1202
Hartford, CT 06103

Attention: Michael Baczewski

If to the Contractor:

Sentinel Offender Services, LLC
1290 N Hancock Street, Ste 103
Anaheim, Ca 92807

Attention: Leo Carson, Vice President Strategic Sales

b. Details regarding invoices and all technical or day-to-day administrative matters pertaining to this Master Agreement shall be directed to:

Purchasing Entity: The individual specified in the applicable Purchase Order.

Contractor: The individual designated by Contractor in the response to the Solicitation or as the Contractor may otherwise designate in writing to the Purchasing Entity.

56. Headings

The headings given to the Sections in this Master Agreement are inserted only for convenience and are in no way to be construed as part of this Master Agreement or as a limitation of the scope of the particular Section to which the heading refers.

57. Number and Gender

Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.

58. Amendments, Supremacy, Entirety of Master Agreement

No amendment to or modification of this Master Agreement shall be valid or binding unless made in writing, signed by the parties and, if applicable, approved by the Connecticut Attorney General. Any and all Purchase Orders, Statements of Work or other documents authorized in connection with this Master Agreement shall be subject to the terms of this Master Agreement. Any additional terms within any such Purchase Order, SOW, or other document that contradict the terms of this Master Agreement shall have no force or effect and shall in no way affect, change or modify any of the terms of this Master Agreement. This Master Agreement contains the complete and exclusive statement of the terms agreed to by the parties.

59. Severability

If any term or provision of this Master Agreement or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of this Master Agreement or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of this Master Agreement shall be valid and enforced to the fullest extent possible by law.

60. Risk of Loss and Insurance

The Purchasing Entity shall not be liable to Contractor for any risk of Deliverable loss or damage while Deliverables are in transit, or while in the Purchasing Entity's possession, except when such loss or damage is due directly to the Purchasing Entity's negligence or intentional misconduct. Nothing in this Section is intended nor shall it be construed, in any manner, as waiving or compromising the sovereign immunity of the Purchasing Entity.

The insurance required by this Section shall be on such forms, and contain such endorsements and terms, as shall be acceptable to the Lead State. Contractor agrees to purchase extended reporting period coverage for a period of three (3) years for claims that are made (filed) after the cancellation or expiration date of the policy.

Before commencing Performance, the Contractor shall obtain and maintain at its own cost and expense for the Term of this Master Agreement, the insurance described below. Contractor shall assume any and all deductibles in the described insurance policies. The Contractor's insurers shall have no right of recovery or subrogation against the State and the described Contractor's insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.

Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within twenty (20) Business Days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

Contractor shall provide to Participating Entities the same insurance obligations and documentation as those specified in this section, except the endorsement is provided to the applicable Participating Entity. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement.

a. Commercial General Liability

Throughout the Term and during the time that any provisions survive the Term, Contractor shall maintain, at Contractor's sole cost and expense, a policy or policies of commercial general liability insurance, including contractual liability coverage, in an amount not less than $1,000,000 for all damages arising out of bodily injuries to, or death of, all persons and injuries to

or destruction of property, in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of $2,000,000 per occurrence for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property per policy period. The Contractor shall cause the State and its officers, agents, and employees to be named as an additional insured on the policy and shall provide (1) a certificate of insurance (2) the declaration page and (3) the additional insured endorsement to the policy to the Lead State all in an electronic format acceptable to the Lead State prior to the Effective Date evidencing such coverage. The Contractor shall not begin Performance until the delivery of these 3 documents to the Lead State. Contractor shall provide an annual electronic update of the 3 documents to the Lead State on or before each anniversary of the Effective Date during the Term. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State is contributorily negligent, but only for that portion of the negligence attributable to the Contractor and not for that portion of the negligence attributable to the State.

b. Automobile Liability

$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage extends to owned, hired and non-owned automobiles. If the Contractor does not own an automobile, but one is used in the execution of this Master Agreement, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of this Master Agreement, then automobile coverage is not required.

c. Workers' Compensation and Employer's Liability

Contractor shall maintain Worker's Compensation and Employer's Liability insurance in compliance with the laws of the state of Connecticut, which coverage shall include Employer's Liability coverage with minimum limits of $100,000 for each accident, $500,000 for disease, and $100,000 for each employee, per policy period, or as otherwise required by the laws of the applicable Participating Entity or Purchasing Entity.

d. Excess / Umbrella Liability

Excess/umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverage.

e. Information Security Privacy

Throughout the Term, Contractor shall carry, at Contractor's sole cost and expense, an information security and privacy Insurance policy with limits not less than $1,000,000 per occurrence or claim, $1,000,000 annual aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Master Agreement and shall include, but not limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including infringement of copyright, trademark, trade dress, invasion of privacy violations information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

f. Professional Liability

During the Term, and for a period of three (3) years thereafter, the Contractor shall carry Professional Liability Insurance in the amount of $5,000,000 per Claim and Annual Aggregate. Contractor shall provide the State a certificate of insurance evidencing such Professional Liability Insurance coverage upon written request on an annual basis and shall not begin Performance until such a certificate has been provided to the Purchasing Entity.

61. Chief Information Officer Approval of Subcontractors

In accordance with Conn. Gen. Stat. § 4d-32, Contractor shall not award a subcontract for work under this Master Agreement without having first obtained the written approval of the Chief Information Officer of the Department of Administrative Services or their designee of the selection of the subcontractor and of the provisions of the subcontract.

62. References to Statutes, Public Acts, Regulations, Codes and Executive Orders

All references in this Master Agreement to any statute, public act, regulation, code or executive order shall mean such statute, public act, regulation, code or executive order, respectively, as it has been amended, replaced or superseded at any time. Notwithstanding any language in this Master Agreement that relates to such statute, public act, regulation, code or executive order, and notwithstanding a lack of a formal amendment to this Master Agreement, this Master Agreement shall always be read and interpreted as if it contained the most current and applicable wording and requirements of such statute, public act, regulation, code or executive order as if their most current language had been used in and requirements incorporated into this Master Agreement at the time of its execution.

63. Large State Contract Representation for Contractor

Pursuant to Conn. Gen. Stat. § 4-252 and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

(1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;

(2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and

(3) That the Contractor is submitting bids or proposals without fraud or collusion with any person.

64. Large State Contract Representation for Official or Employee of State Agency

Pursuant to Conn. Gen. Stat. § 4-252 and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

65. Reserved.

66. Consulting Agreements Representation

Pursuant to Conn. Gen. Stat. § 4a-81, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in Conn. Gen. Stat. § 53a-157b, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of Conn. Gen. Stat. §4a-81.

Consultant's Name and Title _____ Name of Firm (if applicable) _____

Start Date _____ End Date _____ Cost _____

The basic terms of the consulting agreement are:

_____

_____

_____

Description of services provided:

_____

_____

_____

Is the consultant a former State employee or former public official? ☐ YES ☐ NO

If YES: Name of Former State Agency _____ Termination Date of Employment _____

The parties are executing this Master Agreement on the date below their respective signatures.

Sentinel Offender Services, LLC

BY: Signature on file

Name: Dennis Fuller

Title: Chief Financial Officer
Duly Authorized

Date: 12/14/2023

STATE OF CONNECTICUT
Department of Administrative Services
Solely for the purposes of acting in its capacity as the Lead State, thereby enabling states, other entities and the Lead State to contract using this Master Agreement, by executing a Participating Addendum.

Signature on file

BY:

Name: Mark Raymond

Title: Chief Information Officer
Duly Authorized

Date: 12/14/2023

MASTER AGREEMENT #: 22PSX0021
EXHIBIT A
DELIVERABLES DOCUMENT

I. Scope of Deliverables:

Contractor Deliverables, all as listed in Exhibit B, Price Schedule, shall include:

1. Real time electronic monitoring of home confinement 24 hours per day, 7 days per week, and 365 days per year ("24/7/365").

2. System implementation, integration, configuration, validation and deployment of the Licensed Software within a Hosting Environment and Hosting Services for radio frequency monitoring ("RF"), alcohol monitoring ("AM") and global positioning system ("GPS") satellite monitoring. Contractor shall provide Licensed Software for Purchasing Entity authorized Users.

3. Hardware including bracelet device, ankle device, receiver ("base station" or "beacon"), GPS device and associated accessories.

4. Preventative Maintenance and Support of Hardware:

   A. For RF, preventative maintenance and support of RF Patrol landline bracelet and landline receiver and RF Patrol cellular bracelet and cellular receiver, including repair and replacement of hardware in the event of failure resulting from normal wear and tear.

   B. For AM, preventative maintenance and support of Breath Alcohol/Real-Time device and charger, SCRAM Remote Breath Pro and charger, and SCRAM CAM bracelet and CAM wireless base station or CAM landline base station including repair and replacement of hardware in the event of failure resulting from normal wear and tear.

   C. For GPS satellite monitoring, preventative maintenance, and support of OM Series inclusive of GPS device, charger, backplate, standard reusable strap, 10 pin sets and OM500 and beacon including repair and replacement of hardware in the event of failure resulting from normal wear and tear.

5. Lost, Damaged, Stolen Hardware Surplus Replacement for Lease Option for RF, AM and GPS satellite monitoring:

   Contractor shall provide Purchasing Entity a 5% annual allowance for lost, damaged or stolen hardware.

6. Surplus Hardware Allowance for RF, AM and GPS satellite monitoring:

   Contractor shall provide Purchasing Entity a 15% allowance for on-Site spare hardware.

7. Optional increase of on-Site spare hardware allowance to 25% for RF, AM and GPS satellite monitoring:

Contractor shall provide Purchasing Entity a 25% allowance for on-Site spare hardware.

8. Optional increase of on-Site spare hardware allowance to 30% for RF, AM and GPS satellite monitoring:

Contractor shall provide Purchasing Entity a 30% allowance for on-Site spare hardware.

9. Optional Direct Offender Billing Service for RF, AM and GPS satellite monitoring:

Contractor shall provide direct offender billing service as instructed by Purchasing Entity.

10. Optional Spot Check Smartphone Check-in and Video Call Service for RF, AM or and GPS satellite monitoring:

A. Contractor shall provide Spot Check Smartphone Check-in and Video Call Service based on a minimum of 25 offenders making daily check-ins, weekly interviews and 1 video call to Purchasing Entity User per month as instructed by Purchasing Entity.

B. If an offender is serviced under more than one monitoring category, for example, AM and GPS satellite monitoring, Contractor shall only bill Purchasing Entity one time for this service.

11. Optional Random/Scheduled Tracking Services for RF only:

Contractor shall provide ShadowVoice and/or ShadowInteractive Module, ShadowLocate Module, and/or Shadow Interactive Module, ShadowLocate Module and ShadowView Module as instructed by Purchasing Entity.

12. Optional Live Monitoring Services, 24/7/365:

A. For RF and AM, Contractor shall provide closed-loop notification, escalating notification, offender curfew and hardware status alert reports by fax or telephone, verbal notification made by Contractor monitoring center staff to Purchasing Entity User or Purchasing Entity authorized offender, outbound calls to offenders, outbound calls to both Purchasing Entity and offenders as instructed by Purchasing Entity.

B. For GPS satellite monitoring, Contractor shall provide closed-loop notification, escalating notification, offender curfew and hardware status alert reports by fax or telephone, verbal notification made by Contractor monitoring center staff to Purchasing Entity User or Purchasing Entity authorized offender, outbound calls to offenders, outbound calls to both Purchasing Entity and offenders and analytics (point pattern analysis,

event detection) and victim notification services (manual notification) as instructed by Purchasing Entity.

13. Optional Direct Offender Billing Service for RF, AM and GPS satellite monitoring:

Contractor shall provide direct offender billing service as instructed by Purchasing Entity.

14. Optional Offender Hardware Installation, and Removal Services for RF, AM and GPS satellite monitoring:

Contractor shall provide offender hardware installation and removal services as instructed by Purchasing Entity.

15. Optional Offender and Victim OM Series GPS for Optional Mobile Exclusion Zone Domestic Violence Program for GPS satellite monitoring only:

Contractor shall provide OM Series GPS for optional mobile exclusion zone domestic violence program as instructed by Purchasing Entity.

16. Optional Victim Smartphone Application for GPS satellite monitoring only:

Contractor shall provide the victim smartphone application as instructed by Purchasing Entity.

17. Optional Automated Monitoring for Purchased OM500 Device and Purchased Beacon for GPS satellite monitoring only:

Contractor shall provide automated monitoring for a purchased OM500 device and purchased beacon as instructed by the Purchasing Entity.

18. System maintenance and support in accordance with Exhibit C, Service Level Agreement and Maintenance and Support.

19. Contractor shall deliver a System that must:

A. Be minimally obstructive to offenders' daily lives with Goods, Services and Systems that do not interfere with the offender's ability to seek, including but not limited to, employment or education.

B. In real time, restrict offender to the geofenced area(s) established by the Purchasing Entity, which may include but not be limited to, a range of 35 to 150 linear feet of the offender's home and/or residence and be able to report to the Purchasing Entity the location of offender outside any structure and/or building.

C. In real time, track and record time and collect and store offender GPS location points at a frequency not less than once every minute.

D. Comply with Participating Entity's directive and timeline for installing or removing all Goods and/or turning off offender monitoring.

E. Incorporate best-in class functionality related to charging capabilities, connectivity flexibility, tampering resistance, offender fit and feel and water resistance as approved by the Purchasing Entity. Contractor shall provide Upgrades as they become available at no additional cost to the Participating Entity.

F. Include Goods in new, clean, damage free, and operative order. Contractor shall not propose or deliver as part of any Deliverables remanufactured or refurbished Goods. Goods delivered must comply with the electronic surveillance and/or monitoring standards set by the U.S. Department of Justice, including, without limitation, Goods must be:

i. Able to operate in active, passive and hybrid modes.

ii. Capable of being worn on the offender's ankle.

iii. Water resistant.

iv. Hypoallergenic and not pose a safety risk or hazard to the offender wearing the Good(s).

v. Easily attached to and removed from the offender by Purchasing Entity or Contractor in less than 10 minutes.

vi. Shock-proof.

vii. Connect to the Contractor's System through a cellular network.

viii. Configurable to utilize multiple cellular towers within the Participating Entity and/or Purchasing Entity jurisdiction(s) for optimum offender location tracking service coverage.

ix. Supplied with a rechargeable battery that operates on standard 110-volt household current and can maintain a charge for a minimum of 16 hours.

x. Supplied with the functionality for Participating Entity to communicate with the offender using at least the following capabilities: voice, text, tone, vibration, light and liquid crystal display.

G. Allow Users of a Purchasing Entity to digitally track, monitor, receive real-time offender violation alert notifications and restrict offender travel within a designated area, as determined by the Purchasing Entity.

H. Allow Purchasing Entity to enroll offender pursuant to court order, remove offender from database, modify Purchasing Entity Data, generate reports, add notes, and otherwise perform offender case management activities by fax, email, web-based and/or telephone.

I. Generate and make available 24/7/365 offender digital activity reports in a format approved by Purchasing Entity. Offender digital activity reports must include, without limitation:

i. Offender missed calls and/or notifications from the Contractor and/or Purchasing Entity.

ii. Offender non-compliance with Purchasing Entity determined offender curfew(s).

iii. Offender location including inclusion and exclusion zone violations.

iv. Malfunctions of devices used by offender.

v. Offender tampering.

vi. Detection of low power or battery for Goods used by offender.

J. Include customizable System notification functionality including immediate and next calendar day notifications via secure email, phone voice message, and cellular text message.

K. Include monitoring center(s) with an uninterruptible power supply, located within the continental United States and equipped with redundant internet and telephone connectivity and inventorying of Goods as required by the Purchasing Entity pursuant to the Participating Entity's PA.

L. If Contractor is authorized by a Purchasing Entity to invoice offender(s) directly, allow Contractor to establish, in writing with the Purchasing Entity, the fee schedule including but not limited to any late fees incurred by offender(s) for insufficient payment.

M. Provide that all monitoring Service(s) are staffed by Contractor Parties and operate continuously, 24/7/365.

N. Provide that all Contractor Parties Performing Services shall be Original Equipment Manufacturer ("OEM") trained and shall effectively and

efficiently deliver technical assistance to Purchasing Entity and offenders, as applicable.

O. Provide that Contractor and Contractor Parties Performing monitoring centers shall be fully trained in the System functionality including the Goods and monitoring services delivered to the Purchasing Entity and used by the offender.

P. Comply with all applicable local, state, and federal policies, regulations, and laws including but not limited to; the U.S. Department of Justice, the Federal Communication Commission ("FCC") and the National Institute of Standards and Technology ("NIST") including NIST 800-53 or most current NIST directive. Contractor Deliverables shall comply with all new state federal and local regulations, policies and/or laws at no additional expense to the Purchasing Entity.

Q. Comply with Purchasing Entity's requirements for electronic monitoring systems and technology.

II. Licensing, Permits and Certificates:

Prior to Performance, Contractor shall obtain, at no additional cost to the Purchasing Entity, all applicable permits, licenses, and certificates. Contractor shall furnish all applicable permits, licenses and/or certificates to the Purchasing Entity upon request.

III. Needs Assessment:

Upon Participating Entity's or Purchasing Entity's request and prior to the issuance of a PA, SOW and/or Purchase Order, Contractor shall:

1. At no cost, schedule a mutually agreed to date and time to conduct an initial needs assessment ("Needs Assessment Meeting") to assist a Participating Entity or Purchasing Entity.

2. During the Needs Assessment Meeting, Contractor shall assess and identify Deliverables System needs, to satisfy Participating Entity's or Purchasing Entity's need.

3. Upon the completion of the Needs Assessment Meeting, Participating Entity or Purchasing Entity may require Contractor to provide a summary of the Deliverables to be incorporated in the PA or SOW, as applicable.

IV. SOW Guidelines for Purchasing Entities:

Unless otherwise required by the Purchasing Entity, the SOW must include, without limitation:

1. Project Objectives: a summary of the Purchasing Entity's project.

2. Scope of Services: the specific Deliverables, Acceptance Criteria for each Deliverable, Performance Criteria, and Service requirements, as applicable.

3. Deliverable Implementation Schedule: the specific timeline and implementation for each Deliverable.

4. Cost, pursuant to Exhibit B, Price Schedules.

5. Services and associated Deliverables, as identified by Contractor in collaboration with the Purchasing Entity, including but not limited to:

A. Project Management:

Tasks within project management may include, but are not limited to:

i. Project kick-off which may include virtual meetings, meetings in person or both; preparing and distributing kick-off materials, and distribution of any agenda, notes or minutes;

ii. Business visioning and analysis that includes current and future Purchasing Entity Goods, Services and System needs;

iii. Project schedule for all tasks and activities;

iv. Status reporting plan, including daily, weekly, monthly, and ad-hoc reporting in both written and oral formats;

v. Project resource management plan;

vi. Project organizational structure;

vii. Risk management and mitigation plan;

viii. Issue management plan;

ix. Deliverables management plan;

x. Project communication plan;

xi. Quality management plan;

xii. Testing strategy and plan that must include testing environments, tools, and a modular testing approach considering transitional operations;

xiii. Document management plan that must include naming, versioning, and style approved by the Purchasing Entity;

xiv. Knowledge transfer plan for transferring knowledge base and all project Documentation to Purchasing Entity staff and as applicable, Purchasing Entity's identified stakeholders;

xv. Support Purchasing Entity from project implementation through Go-Live deployment; and

xvi. Other content as Contractor or Purchasing Entity determine to be necessary or appropriate considering the nature of the project.

B. Complete System integration, standard or custom, System configuration and System implementation, to include, testing and validating Licensed Software to determine suitability before integration into Purchasing Entity's existing system(s) and infrastructure(s) including, but not limited to:

i. Data conversion and migration services.

ii. System solution design, configuration including functional, technical, security, and the integration and interfacing with existing infrastructure(s) and, as applicable, third-party billing systems.

iii. Install, set up, and configure the System in the Hosted Environment.

iv. Quality assurance and quality control services including System Performance, security and maintainability.

v. Pursuant to Exhibit C, User training of System functionality, access and use, and knowledge transfer, including all applicable Documentation and Materials in accordance with the needs of the Purchasing Entity.

vi. Pursuant to Exhibit C, Service Level Agreement and Maintenance and Support, including technical support during the integration project and throughout the Warranty Period.

vii. Project closeout services including, without limitation, post-implementation System support, troubleshooting, System updating and maintenance and support in accordance with Exhibit C Service Level Agreement and Maintenance and Support.

C. Hardware and maintenance and support:

i. For RF, RF Patrol landline bracelet and landline receiver, or RF Patrol cellular bracelet and cellular receiver and associated maintenance and support.

ii. For AM, Breath Alcohol/Real-Time device and charger, SCRAM Remote Breath Pro and charger, and SCRAM CAM bracelet and CAM wireless base station or CAM landline base station and associated maintenance and support.

iii. For GPS satellite monitoring, OM Series inclusive of GPS device, charger, backplate, standard reusable strap, 10 pin sets and OM 500 and beacon and associated maintenance and support.

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EXHIBIT B
PRICE SCHEDULE

This Exhibit B Price Schedule includes not to exceed "ceiling" pricing for Contractor for the electronic monitoring service offered. All Contractor costs are included in the prices specified unless otherwise negotiated per Participating Entity's PA. A Participating Entity reserves the right to further negotiate pricing per its PA.

A. Electronic Monitoring Service Category: RF

Contractor: Sentinel Offender Services, LLC	**Delivery:** As required per Purchasing Entity

Item	Description of Service	Cost
1	**Real time electronic monitoring of home confinement 24 hours per day, 7 days per week, and 365 days per year**	Included at no additional cost.
2	**System implementation, integration, configuration, UAT and Go-Live deployment**	
3	**Licensed Software for Purchasing Entity authorized Users**	
4	**Hosted Services**	
5	**System Training for unlimited Users:** • Web Based and/or Virtual Training • On-Site	
6	**Preventative Maintenance and Support of Hardware**	
7	**Lost, Damaged, Stolen Hardware Surplus Replacement for Lease Option:** 5% annual allowance for lost, damaged or stolen hardware	
8	**Surplus Hardware Allowance:** 15% allowance for on-Site spare hardware	
9	**Optional increase of on-Site spare landline hardware allowance to 25%**	$0.10 per active unit per day
10	**Optional increase of on-Site spare landline hardware allowance to 30%**	$0.20 per active unit per day
11	**Optional increase of on-Site spare cellular hardware allowance to 25%**	$0.15 per active unit per day
12	**Optional increase of on-Site spare cellular hardware allowance to 30%**	$0.25 per active unit per day
13	**Optional Spot Check Smartphone Check-in and Video Call Service**	$1.15 per active unit per day
14	**Optional Random/Scheduled Tracking Services**	
14.1	**ShadowVoice**	$1.20 per active unit per day
14.2	**ShadowInteractive Module and ShadowLocate Module**	Number of Users — Rate per active User per day 1-300 — $0.74 301-500 — $0.72 501-750 — $0.70 751-1,000 — $0.60 1,001+ — $0.49
14.3	**ShadowInteractive Module, ShadowLocate Module and ShadowView Module**	Number of Users — Rate per active User per day 1-500 — $0.92 501-1,000 — $0.79 1,001+ — $0.66
15	**Optional Live Monitoring Services, 24/7/365**	
15.1	**Closed-loop Notification**	$0.85 per active unit per day
15.2	**Escalating Notification**	$0.85 per active unit per day
15.3	**Offender curfew and hardware status alert reports by fax or telephone**	Included at no additional cost
15.4	**Verbal notification made by monitoring center staff to Purchasing Entity User or Purchasing Entity authorized offender**	$0.30 per active unit per day
15.5	**Outbound Calls to Purchasing Entity User or Purchasing Entity authorized offender**	$0.30 per active unit per day
15.6	**Outbound calls to both Purchasing Entity User and Purchasing Entity authorized offender**	$0.50 per active unit per day
16	**Optional Contractor Provided Services**	
16.1	**Direct Offender Billing Service**	$1.50 per active unit per day
16.2	**Offender Hardware Installation and Removal Service**	$3.00 per active unit per day

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EXHIBIT B
PRICE SCHEDULE

Hardware Purchase Options:						
Item	Model Description	Number of Units	RF Patrol Landline including Bracelet and Landline Receiver Purchase (per kit)	Daily Rate Per Active Unit Per Day	Replacement Cost Per Unit	
				Landline Monitoring Service	Bracelet	Landline Receiver
1	RF Patrol Landline Bracelet and Landline Receiver	1 - 100	$800.00	$0.68	$250.00	$500.00
		101 - 250	$784.00	$0.66	$250.00	$500.00
		251 - 500	$760.00	$0.62	$250.00	$500.00
		501 - 1,000	$720.00	$0.59	$250.00	$500.00
		1,001 - 2,000	$680.00	$0.58	$250.00	$500.00
		2,001 - 3,500	$680.00	$0.57	$250.00	$500.00
		3,501+	$680.00	$0.55	$250.00	$500.00

Item	Model Description	Number of Units	RF Patrol Cellular including Bracelet and Cellular Receiver Purchase (per kit)	Daily Rate Per Active Unit Per Day	Replacement Cost Per Unit	
				Cellular Monitoring Service	Bracelet	Cellular Receiver
2	RF Patrol Cellular and Cellular Receiver	1 - 100	$950.00	$0.48	$250.00	$800.00
		101 - 250	$931.00	$0.44	$250.00	$800.00
		251 - 500	$902.50	$0.42	$250.00	$800.00
		501 - 1,000	$855.00	$0.36	$250.00	$800.00
		1,001 - 2,000	$807.50	$0.34	$250.00	$800.00
		2,001 - 3,500	$807.50	$0.32	$250.00	$800.00
		3,501+	$807.50	$0.30	$250.00	$800.00

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EXHIBIT B
PRICE SCHEDULE

Hardware Lease Options:					
Item	Model Description	Number of Units	Daily Rate Per Active Unit Per Day	Replacement Cost Per Unit	
			RF Patrol Landline including Bracelet, Landline Receiver Lease and Landline Monitoring Service	Bracelet	Landline Receiver
1	RF Patrol Landline Bracelet and Landline Receiver	1 - 100	$1.68	$250.00	$500.00
		101 - 250	$1.66	$250.00	$500.00
		251 - 500	$1.62	$250.00	$500.00
		501 - 1,000	$1.59	$250.00	$500.00
		1,001 - 2,000	$1.58	$250.00	$500.00
		2,001 - 3,500	$1.57	$250.00	$500.00
		3,501+	$1.55	$250.00	$500.00

Item	Model Description	Number of Units	Daily Rate Per Active Unit Per Day	Replacement Cost Per Unit	
			RF Patrol Cellular including Bracelet, Cellular Receiver Lease and Cellular Monitoring Service	Bracelet	Cellular Receiver
2	RF Patrol Cellular Bracelet and Cellular Receiver	1 - 100	$2.48	$250.00	$800.00
		101 - 250	$2.44	$250.00	$800.00
		251 - 500	$2.42	$250.00	$800.00
		501 - 1,000	$2.36	$250.00	$800.00
		1,001 - 2,000	$2.34	$250.00	$800.00
		2,001 - 3,500	$2.32	$250.00	$800.00
		3,501+	$2.30	$250.00	$800.00

B. Electronic Monitoring Service Category: AM

Contractor: Sentinel Offender Services, LLC	**Delivery:** As required per Purchasing Entity

Item	Description of Service	Cost
1	**Real time electronic monitoring of home confinement 24 hours per day, 7 days per week, and 365 days per year**	Included at no additional cost.
2	**System implementation, integration, configuration, UAT and Go-Live deployment**	
3	**Licensed Software for Users**	
4	**Hosted Services**	
5	**System Training for unlimited Users:** • Web Based and/or Virtual Training • On-Site	
6	**Preventative Maintenance and Support of Hardware**	
7	**Surplus Hardware Allowance:** 5% annual allowance for lost, damaged or stolen hardware	
8	**Surplus Hardware Allowance:** 15% allowance for on-Site spare hardware	
9	**Optional increase of on-Site spare hardware allowance to 25%**	$0.15 per active unit per day
10	**Optional increase of on-Site spare hardware allowance to 30%**	$0.20 per active unit per day
11	**Optional Spot Check Smartphone Check-in and Video Call Service**	$1.15 per active unit per day
12	**Optional Live Monitoring Services, 24/7/365**	
12.1	**Closed-loop Notification**	$0.85 per active unit per day
12.2	**Escalating Notification**	$0.85 per active unit per day
12.3	**Offender curfew and hardware status alert reports by fax or telephone**	Included at no additional cost
12.4	**Verbal notification made by monitoring center staff to Purchasing Entity User or Purchasing Entity authorized offender**	$0.30 per active unit per day
12.5	**Outbound Calls to Purchasing Entity User or Purchasing Entity authorized offender**	$0.30 per active unit per day
12.6	**Outbound calls to both Purchasing Entity User and Purchasing Entity authorized offender**	$0.50 per active unit per day
13	**Optional Contractor Provided Services**	
13.1	**Direct Offender Billing Service**	$1.50 per active unit per day
13.2	**Offender Hardware Installation and Removal Service**	$3.00 per active unit per day

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EXHIBIT B
PRICE SCHEDULE

Hardware Purchase Options:						
Item	Model Description	Number of Units	Breath Alcohol/Real-Time Device, and Charger Purchase (per kit)	Daily Rate Per Active Unit Per Day	Replacement Cost Per Unit	
				Cellular Monitoring Service	Breath Alcohol/Real-Time Device	Charger
1	Breath Alcohol/Real-Time Device, and Charger	1 - 50	$825.00	$2.05	$600.00	$25.00
		51 - 150	$808.50	$2.00	$600.00	$25.00
		151 - 300	$783.75	$1.90	$600.00	$25.00
		301+	$742.50	$1.87	$600.00	$25.00

Item	Model Description	Number of Units	SCRAM Remote Breath Pro, and Charger Purchase (per unit)	Daily Rate Per Active Unit Per Day	Replacement Cost Per Unit	
				Cellular Monitoring Service	Remote Breath Pro	Charger
2	SCRAM Remote Breath Pro, and Charger	1 - 50	$950.00	$2.35	$675.00	$25.00
		51 - 150	$931.00	$2.30	$675.00	$25.00
		151 - 300	$902.50	$2.25	$675.00	$25.00
		301+	$855.00	$2.20	$675.00	$25.00

Item	Model Description	Number of Units	SCRAM CAM Bracelet and CAM Wireless Base Station Purchase (Per Kit)	SCRAM CAM Bracelet and CAM Landline Base Station Purchase (Per Kit)	Daily Rate Per Active Unit Per Day		Replacement Cost Per Unit		
					Cellular Monitoring Service	Landline Monitoring Service	SCRAM CAM Bracelet	CAM Wireless Base Station	CAM Landline Base Station
3	SCRAM CAM Bracelet and CAM Wireless Base Station or CAM Landline Base Station	1 - 50	$1,400.00	$1,325.00	$4.74	$4.49	$600.00	$700.00	$600.00
		51 - 150	$1,372.00	$1,298.50	$4.69	$4.44	$600.00	$700.00	$600.00
		151 - 300	$1,330.00	$1,258.75	$4.63	$4.38	$600.00	$700.00	$600.00
		301+	$1,330.00	$1,258.75	$4.34	$3.89	$600.00	$700.00	$600.00

Hardware Lease Options:

Item	Model Description	Number of Units	Daily Rate Per Active Unit Per Day	Replacement Cost Per Unit	
			Breath Alcohol/Real-Time Device, and Charger Lease and Cellular Monitoring Service	Breath Alcohol/Real-Time Device	Charger
1	Breath Alcohol/Real-Time Device, and Charger	1 - 50	$4.05	$600.00	$25.00
		51 - 150	$4.00	$600.00	$25.00
		151 - 300	$3.90	$600.00	$25.00
		301+	$3.87	$600.00	$25.00

Item	Model Description	Number of Units	Daily Rate Per Active Unit Per Day	Replacement Cost Per Unit	
			SCRAM Remote Breath Pro, Cellular Receiver and Charger Lease and Cellular Monitoring Service	Remote Breath Pro	Charger
2	SCRAM Remote Breath Pro, and Charger	1 - 50	$4.35	$675.00	$25.00
		51 - 150	$4.30	$675.00	$25.00
		151 - 300	$4.25	$675.00	$25.00
		301+	$4.20	$675.00	$25.00

Item	Model Description	Number of Units	Daily Rate Per Active Unit Per Day		Replacement Cost Per Unit		
			SCRAM CAM Bracelet and CAM Wireless Base Station Lease and Cellular Monitoring Service	SCRAM CAM Bracelet and CAM Landline Base Station Lease and Landline Monitoring Service	SCRAM CAM Bracelet	CAM Wireless Base Station	CAM Landline Base Station
3	SCRAM CAM Bracelet and CAM Wireless Base Station or CAM Landline Base Station	1 - 50	$8.74	$7.49	$600.00	$700.00	$600.00
		51 - 150	$8.69	$7.44	$600.00	$700.00	$600.00
		151 - 300	$8.63	$7.38	$600.00	$700.00	$600.00
		301+	$8.34	$6.89	$600.00	$700.00	$600.00

C. Electronic Monitoring Service Category: GPS Satellite Monitoring

Contractor: Sentinel Offender Services, LLC	**Delivery:** As required per Purchasing Entity

Item	Description of Service	Cost
1	**Real time electronic monitoring of home confinement 24 hours per day, 7 days per week, and 365 days per year**	Included at no additional cost.
2	**System implementation, integration, configuration, UAT and Go-Live deployment**	
3	**Licensed Software for Purchasing Entity authorized Users**	
4	**Hosted Services**	
5	**System Training for unlimited Users:** • Web Based and/or Virtual Training • On-Site	
6	**Preventative Maintenance and Support of Hardware**	
7	**Surplus Hardware Allowance:** 5% annual allowance for lost, damaged or stolen hardware	
8	**Surplus Hardware Allowance:** 15% allowance for on-Site spare hardware	
9	**Optional offender OM Series GPS for Optional Mobile Exclusion Zone Domestic Violence Program**	$5.50 per active unit per day
10	**Optional victim OM Series GPS for Optional Mobile Exclusion Zone Domestic Violence Program**	$5.50 per active unit per day
11	**Optional Victim Smartphone Application**	$2.00 per active unit per day
12	**Optional automated monitoring for purchased OM 500 Device**	$1.25 per active unit per day
13	**Optional automated monitoring for purchased beacon**	Included at no additional cost
14	**Optional increase of on-Site spare hardware allowance to 25%**	$0.15 per active unit per day
15	**Optional increase of on-Site spare hardware allowance to 30%**	$0.25 per active unit per day
16	**Optional Spot Check Smartphone Check-in and Video Call Service**	$1.15 per active unit per day
17	**Optional Live Monitoring Services, 24/7/365**	
17.1	**Closed-loop Notification**	$0.85 per active unit per day
17.2	**Escalating Notification**	$0.85 per active unit per day
17.3	**Offender curfew and hardware status alert reports by fax or telephone**	Included at no additional cost
17.4	**Verbal notification made by monitoring center staff to Purchasing Entity User or Purchasing Entity authorized offender**	$0.30 per active unit per day
17.5	**Analytics (Point Pattern Analysis, Event Detection)**	$0.35 per active unit per day
17.6	**Victim Notification Services (Manual Notification)**	$1.00 per active unit per day
17.7	**Outbound Calls to Purchasing Entity User or Purchasing Entity authorized offender**	$0.30 per active unit per day
17.8	**Outbound calls to both Purchasing Entity User(s) and Purchasing Entity authorized offender**	$0.50 per active unit per day
18	**Optional Contractor Provided Services**	
18.1	**Direct Offender Billing Service**	$1.50 per active unit per day
18.2	**Offender Hardware Installation and Removal Service**	$3.00 per active unit per day

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EXHIBIT B
PRICE SCHEDULE

Hardware Purchase Option:												
Item	Model Description	Number of Units	OM Series inclusive of GPS Device, Charger, Backplate, Standard Reusable Strap and ten (10) Pin Sets Purchase Price (Per Kit)	Optional Cut Resistant Reusable Strap	Daily Rate Per Active Unit Per Day			Replacement Cost Per Unit			
					Active Monitoring Service Mode	Passive Monitoring Service Mode	Hybrid Monitoring Service Mode	GPS Device	Charger	Standard Reusable Strap	Optional Cut-Resistant Reusable Strap
1	OM Series inclusive of GPS Device, Charger, Backplate, Standard Reusable Strap and ten (10) Pin Sets	1 - 100	$995.00	$39.00	$0.90	$0.85	$0.87	$550.00	$45.00	$25.00	$39.00
		101 - 250	$975.10	$39.00	$0.85	$0.80	$0.82	$550.00	$45.00	$25.00	$39.00
		251 - 500	$945.25	$39.00	$0.80	$0.75	$0.77	$550.00	$45.00	$25.00	$39.00
		501 - 1,000	$895.50	$39.00	$0.60	$0.56	$0.58	$550.00	$45.00	$25.00	$39.00
		1,001 - 2,000	$845.75	$39.00	$0.45	$0.41	$0.43	$550.00	$45.00	$25.00	$39.00
		2,001 - 3,500	$845.75	$39.00	$0.25	$0.21	$0.23	$550.00	$45.00	$25.00	$39.00
		3,501+	$845.75	$39.00	$0.21	$0.17	$0.19	$550.00	$45.00	$25.00	$39.00

Item	Model Description	Number of Units	OM500 and Beacon Purchase Price (Per Unit)	Beacon Only Purchase Option (Per Unit)	Optional Cut Resistant Reusable Strap	Daily Rate Per Active Unit Per Day			Replacement Cost Per Unit				
						Active Monitoring Service Mode	Passive Monitoring Service Mode	Hybrid Monitoring Service Mode	GPS Device	Beacon	Charger	Standard Reusable Strap	Optional Cut-Resistant Reusable Strap
2	OM500 and Beacon or Beacon Only	1 - 100	$995.00	$350.00	$39.00	$0.90	$0.85	$0.87	$550.00	$250.00	$45.00	$25.00	$39.00
		101 - 250	$975.10	$332.50	$39.00	$0.85	$0.80	$0.82	$550.00	$250.00	$45.00	$25.00	$39.00
		251 - 500	$945.25	$332.50	$39.00	$0.80	$0.75	$0.77	$550.00	$250.00	$45.00	$25.00	$39.00
		501 - 1,000	$895.50	$332.50	$39.00	$0.60	$0.56	$0.58	$550.00	$250.00	$45.00	$25.00	$39.00
		1,001 - 2,000	$845.75	$332.50	$39.00	$0.45	$0.41	$0.43	$550.00	$250.00	$45.00	$25.00	$39.00
		2,001 - 3,500	$796.00	$332.50	$39.00	$0.25	$0.21	$0.23	$550.00	$250.00	$45.00	$25.00	$39.00
		3,501+	$746.25	$332.50	$39.00	$0.21	$0.17	$0.19	$550.00	$250.00	$45.00	$25.00	$39.00

MASTER AGREEMENT #: 22PSX0021
EXHIBIT B
PRICE SCHEDULE

Hardware Lease Option:											
					Daily Rate Per Active Unit Per Day			Replacement Cost Per Unit			
Item	Model Description	Number of Units	OM Series inclusive of GPS Device, Charger, Backplate, Standard Reusable Strap and ten (10) Pin Sets Lease (Per Unit)	Optional Cut Resistant Reusable Strap for Purchase (not included in lease price)	Active Monitoring Service Mode	Passive Monitoring Service Mode	Hybrid Monitoring Service Mode	GPS Device	Charger	Standard Reusable Strap	Optional Cut-Resistant Reusable Strap
1	OM Series inclusive of GPS Device, Charger, Backplate, Standard Reusable Strap and ten (10) Pin Sets	1 - 100	$2.00	$39.00	$0.90	$0.85	$0.87	$550.00	$45.00	$25.00	$39.00
		101 - 250	$2.00	$39.00	$0.85	$0.80	$0.82	$550.00	$45.00	$25.00	$39.00
		251 - 500	$2.00	$39.00	$0.80	$0.75	$0.77	$550.00	$45.00	$25.00	$39.00
		501 - 1,000	$2.00	$39.00	$0.60	$0.56	$0.58	$550.00	$45.00	$25.00	$39.00
		1,001 - 2,000	$2.00	$39.00	$0.45	$0.41	$0.43	$550.00	$45.00	$25.00	$39.00
		2,001 - 3,500	$2.00	$39.00	$0.25	$0.21	$0.23	$550.00	$45.00	$25.00	$39.00
		3,501+	$2.00	$39.00	$0.21	$0.17	$0.19	$550.00	$45.00	$25.00	$39.00

					Daily Rate Per Active Unit Per Day			Replacement Cost Per Unit				
Item	Model Description	Number of Units	OM500 and Beacon Lease (Per Unit)	Optional Cut Resistant Reusable Strap for Purchase (not included in lease price)	Active Monitoring Service Mode	Passive Monitoring Service Mode	Hybrid Monitoring Service Mode	GPS Device	Beacon	Charger	Standard Reusable Strap	Optional Cut-Resistant Reusable Strap
2	OM500 and Beacon or Beacon Only	1 - 100	$2.45	$39.00	$0.90	$0.85	$0.87	$550.00	$250.00	$45.00	$25.00	$39.00
		101 - 250	$2.45	$39.00	$0.85	$0.80	$0.82	$550.00	$250.00	$45.00	$25.00	$39.00
		251 - 500	$2.45	$39.00	$0.80	$0.75	$0.77	$550.00	$250.00	$45.00	$25.00	$39.00
		501 - 1,000	$2.45	$39.00	$0.60	$0.56	$0.58	$550.00	$250.00	$45.00	$25.00	$39.00
		1,001 - 2,000	$2.45	$39.00	$0.45	$0.41	$0.43	$550.00	$250.00	$45.00	$25.00	$39.00
		2,001 - 3,500	$2.45	$39.00	$0.25	$0.21	$0.23	$550.00	$250.00	$45.00	$25.00	$39.00
		3,501+	$2.45	$39.00	$0.21	$0.17	$0.19	$550.00	$250.00	$45.00	$25.00	$39.00

MASTER AGREEMENT #: 22PSX0021
EXHIBIT C
SERVICE LEVEL AGREEMENT AND MAINTENANCE AND SUPPORT

I. System Availability:

Throughout the Term and at all times in connection with its actual or required Performance under the Master Agreement and applicable PA, Contractor shall:

1. Provide System Availability (defined below) at least 99.999% of the Available-Time-per-Month as measured over the course of each calendar month, 24 hours per day, 7 days per week.

2. Calculation:

The 99.999% required System Availability (Computed % Availability) (exclusive of Excluded Unavailability, as defined below) during any calendar month of productive Purchasing Entity use is computed as follows:

$$\text{Computed \% Reliability} = \frac{\text{(Available-Time-per-Month)} - \text{(Downtime-per-Month)}}{\text{(Available-Time-per-Month)}}$$

"Available-Time-per-Month" is equated to 24 hours times the number of days in the month. Downtime-per-Month is equated to those minutes of Available-Time-per-Month during which the Purchasing Entity or any specific site does not have System Availability.

EXAMPLE:

Given: Available-Time-per-Month was 720 hours.
Downtime per-Month was 3.60 hours.

$$\text{Then: Computed \% Reliability} = \frac{(720 - 3.60)}{720} = 99.5\%$$

3. Definitions:

A. System Availability means the amount of time that the Hosted Services meet the System Reliability standards in I 7 below and are available and operable for access and use by Purchasing Entity and its Users in accordance with the Master Agreement.

B. Excluded Unavailability means the amount of time that (1) the System is scheduled for downtime, subject to Section I 5 below and (2) there is no System Availability due to (a) the negligent act or omission of Purchasing Entity or anyone accessing the System through Purchasing Entity or (b) a Force Majeure Event

4. Downtime-per-Month must not exceed .001% of the time in any calendar month.

5. Scheduled Downtime:

Contractor shall notify Purchasing Entity at least 3 Business Days in advance of any scheduled downtime of the System, in whole or in part. Such scheduled downtime must (1) last no longer than 60 minutes per calendar month; (2) be pre-approved by Purchasing Entity; and (3) be scheduled on a weekend day, the specific date and time to be determined by Purchasing Entity, unless otherwise agreed to by Purchasing Entity.

Purchasing Entity acknowledges that large System Improvements, Upgrades, or Updates will take longer than the allotted 60 minutes per calendar month of cumulative downtime. The parties will mutually agree on the date and time that large System Improvements, Upgrades, or Updates will take place. Contractor will inform Purchasing Entity of the amount of time expected for such implementation. Purchasing Entity shall waive the cumulative downtime allotment for System Improvements, Updates or Upgrades on a case by case basis, provided that the parties shall agree to a substitute downtime allotment for that System Improvement, Upgrade or Update. To the extent downtime for a System Improvement, Upgrade or Update exceeds a substituted time such excess will count toward 60 minute cumulative downtime allotment.

6. System Availability Reports:

Contractor shall provide Purchasing Entity with the following reports, in electronic form, or such other form as Purchasing Entity may approve in writing:

A. A daily report describing the System Availability and performance of the Hosted Services during the previous 24-hour calendar day as compared to the System Availability requirement.

B. A weekly report describing the System Availability and performance of the Hosted Services during the previous 7 calendar days as compared to the System Availability requirement. The weekly report must be available every Monday at 10:00 am Eastern Standard Time, and must include the previous 7 calendar days (Monday through Sunday). The reportable week shall begin at 12 am Eastern Standard Time, and end midnight (12 pm) Sunday of that calendar week.

C. A monthly report describing the System Availability and performance of the Hosted Services during the calendar month as compared to the System Availability requirement. The monthly report must be available 10 Business Days following the last day of the previous month and must include all of the calendar days of that reportable month. The reportable month will start at 12:00 am, EST on the first day of the calendar month and end on 11:59 pm, EST of the last day of the calendar month.

D. A report shall also include, at minimum:

i. Actual performance of the Hosted Services relative to the System Availability requirement.

ii. If performance of Hosted Services has failed in any respect to meet or exceed the System Availability requirement during the reporting period, a description in sufficient detail to inform Purchasing Entity of the cause of such failure, the length of the failure and the corrective actions the Contractor has taken to ensure that the System Availability requirements are fully met. Any such failure to meet the 99.999% System Availability requirement shall be subject to Section III, System Performance, Non-Compliance in this Exhibit C.

iii. Notwithstanding the Contractor's obligation to provide System Availability reports, Contractor shall give Purchasing Entity access to the System Availability performance data which access will allow Purchasing Entity to independently generate reports utilizing search parameters acceptable to Purchasing Entity.

7. System Reliability:

The reliability, at any point in time, of the System shall be determined by the System's operational capability for productive Purchasing Entity use as configured, hosted, and installed, as applicable within the specified operating environment.

II. Redundant Hosting and Data Back Up

1. Redundant Hosting:

A. Contractor shall simultaneously operate 2 co-located systems in geographically separate locations: (1) Primary Production mirrored (Primary System) site and (2) Secondary Disaster Recovery ("DR") site within the continental United States. The DR site shall be geographically remote from the Primary System site on which the Licensed Software and Services are hosted. The Primary System site shall include redundant servers within the Hosting Environment and one hundred (100%) percent of the System workload. In addition to the separate locations, the DR site will be a replica of the Primary System and identical in all respects to the Primary System site and able to function independently of the Primary System site.

B. Contractor shall operate, monitor and maintain the DR site so that it is configured to replace the functionality of the Primary System site within 30 minutes of any failure of the Primary System site.

C. In the event the Primary System site is unavailable, the DR site will support all production activity, immediately.

D. In the event the DR site becomes unavailable, the Primary System site will continue as the primary production site without interruption and a replacement DR site must be made available within 24 hours, except for a Force Majeure Event.

E. Contractor shall guarantee a recovery time objective and recovery point objective of not more than 30 minutes.

2. Data Backup

Contractor shall conduct or cause to be conducted, automated daily and weekly back-ups of Confidential Information and all System data.

III. System Performance, Non-Compliance:

1. System Unavailability:

A. Contractor shall provide System Availability as provided in Section I of this Exhibit C. For every hour or part of an hour starting with minute 1 immediately after the 30 minutes of failure to provide System Availability, Contractor shall incur a charge of $10,000.00 until System Availability is restored. Partial hours shall be prorated to the nearest 1/2 hour. The charge imposed on Contractor under Section III 1.A of this Exhibit C will be paid by the Contractor to the Purchasing Entity within 30 days of invoicing.

B. If Purchasing Entity terminates its Purchase Order or SOW, as applicable prior to the payment of the charge, then Contractor shall pay Purchasing Entity the amount of the service level owed for System unavailability or noncompliance within 30 days of Purchasing Entity's written notice to Contractor.

2. System Accuracy:

Contractor shall conduct an annual performance test to assess System accuracy levels. Purchasing Entity shall use the first annual performance test set and test results as the initial baseline. The test set will include all Confidential Information of a subset of one database on both the primary and secondary data center.

IV. System Training:

At a minimum, Contractor shall provide the following for each Purchasing Entity:

1. Web Based and/or Virtual Training, no additional cost:

A. For an unlimited number of Purchasing Entity authorized User(s) scheduled at a frequency and duration as determined by Purchasing Entity. Unless otherwise instructed by a Purchasing Entity, Contractor shall provide training within 10 Business Days of written request.

B. Training materials in a digital format unless otherwise specified by Purchasing Entity.

2. On-Site Training, no additional cost:

A. For an unlimited number of Purchasing Entity authorized User(s) scheduled at a frequency and duration as determined by Purchasing Entity. Unless otherwise

instructed by a Purchasing Entity, Contractor shall provide training within 10 Business Days of written request.

B. Training materials in a digital format unless otherwise specified by Purchasing Entity.

3. Unlimited Access to Contractor's Online Resources, no additional cost:

Digital user manuals for Purchasing Entity and offender, as applicable and/or as requested by Purchasing Entity, including unlimited access to online resources.

V. System Maintenance and Support:

1. Maintenance:

A. Contractor shall provide Purchasing Entity with System maintenance and support, including, but not limited to, Upgrades, Updates, Improvements and technical support of all products and services, including ongoing unlimited telephone technical support, problem identification, escalation and resolution.

B. Contractor System maintenance shall also include the following:

i. Maintenance of the System so that it operates in conformity with the Master Agreement and Purchasing Entity's PA.

ii. Detection and correction of System errors pursuant to the Master Agreement and Purchasing Entity's PA.

iii. Hardware and electronic monitoring device maintenance services including, but not limited to routine inspection of all hardware and electronic monitoring devices, as applicable, to identify replacement needs, implementation of additional hardware and electronic monitoring devices as necessary to maintain Purchasing Entity Data and proactive preventative maintenance to ensure proper operation. Offender lost or damage to electronic monitoring devices, as determined between Contractor and Purchasing Entity, to be billed in accordance with Exhibit B, Price Schedule.

iv. System database maintenance, with regular database activities including daily backups, table re-organizations, database statistics, data security, data import/export functionality.

v. All services necessary to maintain the 99.999% System Availability.

vi. Meeting with Purchasing Entity on a monthly basis, unless otherwise specified by Purchasing Entity, to discuss Licensed Software implementation, Upgrades, Updates and Improvements, Hosted Environment, Hosted Services, System maintenance and help desk requests received, change control for hardware or software implementation, and planned and unplanned outages that occurred since the last scheduled status meeting.

vii. Purchasing Entity read and report access to Contractor's help desk portal, enabling Purchasing Entity to track and report on all production issues.

2. On-Going Support:

Contractor shall provide on-going support 24 hours per day, 7 days per week, 365 days per year ("24/7/365") at no additional cost, pursuant to the Maintenance and Support table below. Contractor shall monitor all nightly batch processes and provide Purchasing Entity with an immediate response, including escalation as appropriate, in the case of a failure.

Maintenance and Support Table	
Software Support	**24 / 7 / 365**
Unlimited Telephone Technical Support	√
One Hour Telephone Response Time	√
Remote Dial-in Analysis	√
Licensed Software Standard Release – Improvements	√
Licensed Software Supplemental Releases	√
Automatic Call Escalation	√
Licensed Software Customer Alert Bulletins	√

Hardware Support	24 / 7 / 365
On-Site Response	√
On-Site Corrective Maintenance	√
On-Site Replacement, including devices	√
Preventive Maintenance	√
Escalation Support	√
Hardware Service Reporting	√
Hardware Customer Alert Bulletins	√
Annual Diagnostic Review	√
Replacement of Backend Components as Needed	√

3. Help Desk and Service Request Support:

Contractor shall provide a toll-free telephone number and email address which Purchasing Entity can use to report technical System issues or requests for Service. The toll free telephone number will be a direct contact line to Contractor support or help desk.

Contractor help desk shall:

A. Provide knowledgeable and trained personnel to answer and resolve System

support and technical problems. The help desk personnel shall be able to answer "how to" type questions about the System as well as questions about hardware, software, security and internet setting configurations.

B. Provide Contractor Parties dispatched by Contractor to assist with issues requiring same day, on-Site support.

C. Provide a Frequently Asked Questions (FAQ) list for the resolution of common issues.

D. Respond to the Purchasing Entity caller with a resolution or escalation strategy within 60 minutes.

E. If support help desk personnel are unable to reach the Purchasing Entity by telephone, the help desk personnel shall leave a voice message for the Purchasing Entity caller and indicate help desk personnel name, time called, and description of how to return the call to obtain further assistance. This voice mail will be immediately followed up by an email to both the Purchasing Entity caller and the Purchasing Entity caller's supervisor with the same information as specified in the voice mail. Help desk personnel shall continue, on a daily basis or other basis agreed upon between Purchasing Entity and Contractor, to update Purchasing Entity on the status of the help desk request.

F. Maintain a log of all help desk calls and document complaints, issues and requests reported to the help desk until such time as Purchasing Entity directs in writing that the Contractor may discard the reported call. The log will be made available to Purchasing Entity electronically in real-time and as part of Contractor's monthly reporting. Contractor shall deliver the monthly log to Purchasing Entity 5 Business Days prior to the monthly meeting. The log shall include, at minimum:

i. Time of call;

ii. Name of caller;

iii. Caller's telephone number or email;

iv. Description of reported issue, complaint or request;

v. Indication of whether the issue was resolved at time of call;

vi. Description of any escalation, investigation and resolution;

vii. Assigned case number if resolution not provided during call

viii. Date, time, and description of final resolution; and

ix. Contractor sign-off upon resolution.

G. Contractor shall respond to any support and/or service request from Purchasing Entity within 2 hours of Purchasing Entity initial request for assistance regardless of time zone. Purchasing Entity reserves the right to enact more comprehensive response times per Purchasing Entity PA including but not limited to, required help desk support for offender service requests.

4. Escalation:

Contractor shall resolve 80% of all System issues and requests for service, other than Updates, Upgrades, or Improvements or new features, regardless of severity level, within 24 hours and 99% of severity 1 issues within 1 hour. If more than one request within the same severity level is reported to the Contractor, Purchasing Entity shall determine the priority of the requests. The severity level of a System issue shall be lowered if Contractor implements a work-around, as approved by Purchasing Entity that reduces the severity of the System issue. When responding to System issues or requests for service, Contractor shall use the severity levels defined in the following table:

Severity Level	Description	Definition	Examples, including, but not limited to the following
1	**Total System Failure**	Occurs when the System is not functioning and there is no workaround.	• Application, database, or web server down. • Central server down. • Interfaces not working. • Monitoring Services unavailable. Cannot locate an offender. • Application bug/issue stopping workflow for any/all Users.
2	**Critical Failure**	Critical failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work- around.	• Failover site is not available. • Reporting server is down/Users unable to create reports/Users unable to access reporting database. • Response time degraded. • Purchasing Entity User cannot access System. • Application bug/issue hindering System performance and/or real time monitoring Service.
3	**Non-Critical Failure**	Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround.	• Reports are formatted incorrectly.
4	**Inconvenience**	An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow.	• Hardware is working in a manner that causes inconvenience (for example, working slowly). • Purchasing Entity User has application or training question that does not affect daily productivity. • 'One off' error occurs infrequently and cannot be easily reproduced.
5	**New features**	Occur when Purchasing Entity requests a new feature to System functionality. Such new feature shall	• New monitoring Service features available.

		be installed by Contractor as agreed to between parties.	

VI. Additional PA Requirements:

Due to significant variability of Purchasing Entity's needs and specific requirements, the Contractor shall comply with all additional Service Level and Maintenance and Support requirements as may be set forth in a PA or SOW, as applicable.

MASTER AGREEMENT #: 22PSX0021
EXHIBIT D
NASPO VALUEPOINT PROVISIONS

1. **Applicability.** NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.

2. **Administrative Fees**

   a. **NASPO ValuePoint Fee.** Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.

   b. **State Imposed Fees.** Some states may require an additional fee be paid by Contractor directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method, and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. If agreed to in writing by the state and Contractor in the Participating Addendum, Contractor may adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

3. **NASPO ValuePoint Summary and Detailed Usage Reports**

   a. **Sales Data Reporting.** In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum ("Sales Data"). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint without amendment to this Master Agreement. NASPO ValuePoint will work with Contractor to confirm the feasibility of such updates, establish a reasonable timeframe for implementation, and document new reporting requirements in writing. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.

   b. **Summary Sales Data.** "Summary Sales Data" is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.

   c. **Detailed Sales Data.** "Detailed Sales Data" is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.

   d. **Sales Data Crosswalks.** Upon request by NASPO ValuePoint, Contractor shall provide to

NASPO ValuePoint tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data ("Crosswalks"). Customer Crosswalks must include a list of existing and potential Purchasing Entities and identify for each the appropriate customer type as defined by NASPO ValuePoint. Product Crosswalks must include Contractor's part number or SKU for each Product in Offeror's catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, product description, eight-digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated by NASPO ValuePoint without amendment to this Master Agreement. NASPO ValuePoint will work with Contractor to confirm the feasibility of such updates, establish a reasonable timeframe for implementation, and document new crosswalk requirements in writing. Contractor shall work in good faith with NASPO ValuePoint to keep Crosswalks updated as Contractor's customer lists and product catalog change.

e. **Executive Summary.** Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will mutually determine the format and content of the executive summary.

4. **NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review**

   a. **Staff Education.** Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.

   b. **Onboarding Plan.** Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

   c. **Annual Contract Performance Review.** Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

   d. **Use of NASPO ValuePoint Logo.** The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.

   e. **Most Favored Customer.** Contractor shall, within thirty (30) days of their effective date, notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

5. **Canadian Participation.** Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon,

including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.

6. **Additional Agreement with NASPO.** Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

7. **Survivability.** Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and payment of administrative fees to NASPO ValuePoint, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof.

Participating Addendum
for
ELECTRONIC MONITORING PRODUCTS AND SERVICES
between
County of DuPage, Illinois
And
Sentinel Offender Services, LLC

This Participating Addendum is entered into by DuPage County, a political subdivision of the State of Illinois ("Participating Entity") and Sentinel Offender Services, LLC, a Delaware limited liability company ("Contractor"), having its principal place of business at 1290 N. Hancock St., Suite 103, Anaheim, California 92807 (each, individually, a "Party" or, collectively, the "Parties) for the purpose of participating in NASPO ValuePoint Master Agreement Number 22PSX0021, executed by Contractor and the State of Connecticut ("Lead State") for Electronic Monitoring Products and Services ("Master Agreement")

I. **TERM.** This Participating Addendum is effective as of the date of the last signature below or 2/01/2024 whichever is later, through 1/31/2026, with the option to extend through 12/13/2028, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

II. **PARTICIPATION AND USAGE.** This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Participating Entity has sole authority to determine which entities are eligible to use this Participating Addendum. DuPage County is authorized to procure Electronic Monitoring Service via NASPO ValuePoint per Procurement Ordinance OFI-005B-99 (effective December 14, 2004) and 30 ILCS 525/2 "Governmental Joint Purchasing Act."

III. **GOVERNING LAW.** The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity's laws.

IV. **SCOPE.** Except as otherwise stated herein, this Participating Addendum incorporates modifications or additions that apply only to actions and relationships within the Participating Entity.) Please refer to the following Attachments that are incorporated into this agreement:

1) Attachment A - DuPage County Standard Terms and Conditions
2) Attachment B – GPS Offender Funded Program Service Fees and Payments
3) Attachment C – DuPage County Probation and Court Services GPS Electronic Monitoring Participant Contract
4) Attachment D – Credit Card Payment Authorization Form
5) Attachment E – Agency Pay Program and Daily Rates
6) Attachment F - Sentinel Standard Operating Procedures for DuPage County Process for Collections

Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum. The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.

V. **ORDERS.** Purchasing Entities may place orders under this Participating Addendum. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.

VI. **FEDERAL FUNDING REQUIREMENTS.** Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.

VII. **NOTICE.** Any notice required herein shall be sent to the following:

For Contractor:	For Participating Entity:
Mike Dean Vice President of Sales mdean@sentineladvantage.com 800.496.4882	Mary Catherine Wells Deputy Chief Financial Officer marycatherine@dupageco.org 630.407.6167

VIII. **SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT.** Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

SIGNATURE

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

CONTRACTOR:	**PARTICIPATING ENTITY:**
_____	_____
Signature	**Signature**
Dennis Fuller	_____
Printed Name	**Printed Name**
Chief Financial Officer	_____
Title	**Title**
_____	_____
Date	**Date**

Attachment A

DuPage County Standard Terms and Conditions

LAW GOVERNING:

Sentinel Offender Services, LLC. Agrees to comply with all applicable State and Federal laws.

PAYMENT:

Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing. The County shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act". Payment will not be made on invoices submitted later than six months (180 days) after delivery of goods and **any statute of limitations to the contrary is hereby waived.**

CONFIDENTIAL INFORMATION AND COUNTY PROPERTY:

It is agreed that all specifications, or data furnished by the County of DuPage shall (1) remain the County of DuPage's sole and exclusive property; (2) be considered and treated by Sentinel Offender Services, LLC. As County of DuPage confidential information, and cannot be copied, reproduced, or duplicated in any manner or disclosed to any person or party. Except as is necessary in the performance of this contract and (3) be returned upon request.

ENDORSEMENTS:

Sentinel Offender Services, LLC. shall not use the name, seal, or images of County of DuPage in any form of endorsement to any third-party without the County's written permission.

INDEMNITY:

Sentinel Offender Services, LLC. shall, at all times, to the extent permitted by law, fully indemnify, hold harmless, and defend the County and its officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by Sentinel Offender Services, LLC. and its employees, or because of any act or omission, neglect or misconduct of Sentinel Offender Services, LLC., its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for Sentinel Offender Services, LLC. violation of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.). Such indemnity shall not be limited because of the enumeration of any insurance coverage or bond herein provided.

Nothing contained herein shall be construed as prohibiting the County, 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. Sentinel Offender Services, LLC. shall likewise be liable for the cost, fees and expenses incurred in the County's or Sentinel Offender Services, LLC. defense of any such claims, actions, or suits.

Sentinel Offender Services, LLC. shall be responsible for any damages incurred because of its errors, omissions, or negligent acts and for any losses or costs to repair or remedy construction because of its errors, omissions, or negligent acts.

The County does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. due to indemnification or insurance.

PERFORMANCE:

Sentinel Offender Services, LLC. performance under the terms of the Contract shall be to the satisfaction of the County. Failure to comply with any statutory requirements shall be deemed a performance breach.

LIENS, CLAIMS, AND ENCUMBRANCES:

Sentinel Offender Services, LLC. warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.

NON-DISCRIMINATING:

Sentinel Offender Services, LLC., its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

PATENTS:

Sentinel Offender Services, LLC. undertakes and agrees to defend at Sentinel Offender Services, LLC. own expense, all suits, actions, or proceedings in which the County of DuPage, its Officers, agents, or employees are made defendants for actual or alleged infringement of any U.S. or foreign letters patent resulting from the use or sale of the items purchased hereunder. Sentinel Offender Services, LLC. shall inform the County of DuPage whenever infringement will result from Sentinel Offender Services, LLC. adherence to specifications supplied by the County of DuPage or by an authorized County representative. Sentinel Offender Services, LLC. further agrees to pay and discharge all judgments or decrees, which may be rendered in any such suit, action or proceedings against the County of DuPage, its Officers, agents, or employees therein.

TAX:

The County of DuPage does not pay Federal Excise Tax or Illinois Sales Tax. The tax exemption number is E99974551. A copy of the exemption letter is available upon written request.

TERM OF CONTRACT AND RENEWAL & EXTENSION: If this is a Service Contract This Contract shall be effective for two years from the date of award. The contract may be subject to two (2) additional one (1) year renewal periods provided there are no changes in terms, conditions, specifications, and prices unless agreed upon by both parties and such renewals are mutually agreed to by both parties. In on event shall the term plus renewals exceed four (4) years.

TERMINATION, CANCELLATION AND DAMAGES:

This contract may be terminated upon agreement of both parties**.** The County may terminate based on Sentinel Offender Services, LLC. breach or default. Unless the breach or default creates an emergency, as determined in the County's sole discretion, Sentinel Offender Services, LLC. shall be given notice and a five (5) day opportunity to cure before the termination becomes effective.

If the County terminates this Contract because of Sentinel Offender Services, LLC. breach or default, the County shall have the right to purchase items or services elsewhere and to charge Sentinel Offender Services, LLC. with any additional cost incurred, including but not limited to the cost of cover, incidental and consequential damages, and the cost of re-proposing. The County may offset these additional costs against any sums otherwise due to Sentinel Offender Services, LLC. under this proposal or any unrelated contract.

If the County of DuPage fails to appropriate funds to enable continued payment of multi-year Contracts the County may cancel, without termination charges provided Sentinel Offender Services, LLC. received at least thirty (30) days prior written notice of termination.

TRANSFER OF OWNERSHIP OR ASSIGNMENT:
The terms and conditions of this contract shall be binding upon and shall insure to the benefit of the parties hereto and their respective successors and assigns. Prior to any sales or assignments, the County of DuPage must be notified and approve same in writing.

Attachment B

GPS Offender Funded Program Service Fees and Payments

Sentinel shall collect from each of the defendants and/or Probationers participating in this program at a rate of $10.00 per day unless the DuPage County Probation and Court Services have determined the participant to be indigent. For those participants that have been determined to be indigent, the DuPage County Probation and Court Services shall list the reduced rate to be collected or list the participant as being 100% indigent.

It is agreed that once the ability to pay for services has been assessed, program participants who willfully do not pay the program fees at the time fees are due, will be subject to a supervisory meeting between Customer, its designated agent, Sentinel, and the participant to determine circumstances for non-payment. At the conclusion of any supervisory meeting, if it is determined the participant continues to have the ability to pay but continues with the willful non-payment of services for 14 days, they will be subject to revocation. If it is found the financial condition has changed, the agency will have the option to transfer the payment for services over to the agency paid program or move them to the indigent rate.

Sentinel will provide and/or make available these reports as required.

- #1 **Monthly Payment Activity Report**
- #2 **Biweekly Activity Report**

DuPage County agrees that on a quarterly basis Sentinel will provide a detailed invoice outlining the total payment and total number of monitoring days When the aggregate daily collected rate is less than $5.35 per client per monitoring day, DuPage County will supplement the total payments collected in the amount necessary to result in a $5.35 daily client monitoring rate.

Indigent Provision: The costs for participants determined to be indigent will be $0 (no cost). Sentinel will provide up to 5 slots to the county at no cost.

Termination: Should either Party determines this agreement, and the program is not meeting their expectations, either party may terminate this agreement, without cause, by giving the other Party 30 days Written Notification on their decision to exercise their Right to Terminate.

DuPage County Probation and Court Services Responsibilities:

- DuPage County Probation and Court Services will do their own installations and orientation
- DuPage County Probation and Court Services will review with the participant all program rules and the Sentinel Participant Agreement and have the participant sign their agreement and acceptance to the Participant Agreement
- DuPage County Probation and Court Services will continue to respond to their own alerts and review their own activity.
- DuPage County Probation and Court Services will continue to be responsible for retrieving and maintaining the equipment
- DuPage County Probation and Court Services will use all the proper paperwork and transmittals that are required in order to properly and efficiently monitor an offender. This includes, but is not limited to, providing complete offender information to Sentinel's National Monitoring Center, maintaining a

reasonable inventory for future participants, keeping an appropriate record of all equipment in use including alleged problems with any units.

- DuPage County Probation and Court Services will notify Sentinel if equipment is lost or damaged.
- DuPage County Probation and Court Services agree to maintain complete responsibility for participant selection and program management services not specifically listed below. DuPage County Probation and Court Services agrees to furnish all information to Sentinel which may reasonably be required to provide Customer with all services listed.
- DuPage County Probation and Court Services will enroll participants via secure access to website using Customer's own computer, software, and Internet connection.
- DuPage County Probation and Court Services will process all information changes via secure access to Internet website using Customer's own computer, software, and Internet connection.
- DuPage County Probation and Court Services will access monitoring reports via secure internet access to software using Customer's own computer.
- DuPage County agrees that Sentinel is authorized to bill the agency on a quarterly basis when the aggregate daily fees collected from program participants is less than $5.35 per active participant per monitoring day. Further, at the end of the billing quarter, Sentinel will provide DuPage County with a detailed invoice outlining the total payment and total number of monitoring days.

Sentinel Responsibilities:

- Sentinel will be 100% responsible for collecting all payments from those participants placed in the Offender Funded Program.
- Sentinel will use industry proven collection techniques to ensure the successful collection of all fees owed for program services.
- Sentinel will provide monthly reports to the DuPage County Probation and Court Services that provide details on fees collected from the offender funded program.
- Sentinel will provide access to our Offender Funded Case Management Module so the DuPage County Probation and Court Services can review participant collection details online.
- Sentinel will also provide a report that will detail its efforts for collecting fees from delinquent participants.
- Sentinel will immediately advise the DuPage County Probation and Court Services on any participant's refusal to pay program fees and the DuPage County Probation and Court Services will agree to sending representatives to a supervisory meeting with the program participant in order to assist with identifying why the participant is not paying the required program fees as well as to reinforce to the participant their obligation to pay all program fees as required in the participant program agreement.
- Sentinel will provide the following reports as required.
    - #1 **Monthly** Payment Activity Report
    - #2 **Biweekly Activity Report**
- DuPage County will not pay shelf fees for equipment
- DuPage County will maintain an inventory of equipment on the shelf equal to 20% of the active equipment in use or 10 units, whichever is greater. This applies separately to GPS and RF equipment.

Attachment C

DuPage County Probation and Court Services GPS Electronic Monitoring
Participant Contract

You have been court ordered to be placed in the DuPage County Probation and Court Services GPS Electronic Monitoring Program. You have been ordered by the Court to pay all the cost of this supervision directly to Sentinel Offender Services.

On the day you begin the program, a GPS transmitter device will be fitted to your ankle. The day this equipment is issued to you is the day you become responsible for payment of services. As ordered by the court, you will be billed a **daily rate of $10.00** for each day you remain on the program. You are also responsible for the care of the equipment while in your possession and you will be held financially responsible for any equipment that is damaged or not returned to the DuPage County Probation and Court Services Division.

You are required to submit an initial payment for this program equal to 14 days of monitoring and will be required to make a payment on your first day of enrollment in the amount of **$140.00** via a money order or credit card (Visa, MasterCard, Discover only). If you do not have this payment at enrollment, you will be required to return the next business day to pay for the first 14 days of your monitoring.

PAYMENT AGREEMENT: I agree to pay Sentinel Offender Services for its electronic monitoring services at the daily rate established in this agreement of **$10.00 per day.** I agree to provide payment to Sentinel Offender Services via credit card, debit card, or money order. In the event a requested payment amount is declined, I acknowledge and understand that Sentinel Offender Services will notify the DuPage County Probation and Court Services Division and I understand that in the event I am delinquent with my payments, one or more of the following actions will be taken by the DuPage County Probation and Court Services Division:

- Notification to the Court; a Petition Charging Violation of Probation,
- I may have my bail revoked by the Court for failing to comply with program requirements
- Sentinel Offender Services may pursue legal action in a civil court for all outstanding fees and related costs associated with program non-compliance.

I acknowledge it is my responsibility to return the monitoring equipment issued to me back to the DuPage County Probation and Court Service Division. In the event this equipment is lost, stolen or damaged beyond normal wear, I am responsible to reimburse Sentinel Offender Services at the published replacement cost of $1,000.00 and as listed in this agreement. If I do not fulfill this responsibility, Sentinel Offender Services will file felony theft charges and/or criminal property damage charges against me.

Client Initials_____

FEE AGREEMENT

The daily rate as ordered by the Court to participate in the program is $10.00 per day. This fee includes the GPS device and 24/7/365 monitoring by the National Monitoring Center. My program fees through ____ total $ _____. (Example: $10 per day x 90 days sentenced on program = $900.00 total cost)

I agree to pay $140.00 every two weeks until all program fees are paid in full. I understand that the DuPage County Probation Department will be notified if I fail to pay my fees as ordered. Failure to pay GPS fees and/or remain current with fees will result in a violation of my bond or sentence being filed with the court. I will continue to be responsible for payment of any outstanding fees incurred while I am on the DuPage County Probation and Court Services Electronic Monitoring Program.

PROGRAM EQUIPMENT

The GPS transmitter device fitted to your ankle and any other equipment given to you by the DuPage County Probation and Court Services Division is your responsibility. If the equipment is damaged, lost, not returned, or destroyed, you will be required to pay the following amounts:

GPS Tracking Device $1,000.00

Charging Cord $45.00

If any of the above equipment is not returned to the DuPage County Probation and Court Services Division, a felony theft report will be filed with the local law enforcement agency.

I have read and received a copy of the aforementioned rules and regulations and agree to comply with the terms and conditions of the DuPage County Probation and Court Services Division GPS Electronic Monitoring Program.

SENTINEL OFFENDER SERVICES CONTACT INFORMATION FOR PAYMENT:

PH: **847-244-2875**

Mailing Address: **15 S. Martin Luther King Jr., Drive**

Waukegan, IL 60085

_____ _____

Participant Name Date

_____ _____

Participant Signature Date

_____ _____

DuPage County Probation Signature Date

Attachment D

CREDIT CARD PAYMENT AUTHORIZATION

DATE: ____/____/___ CLIENT ID NUM.: _____ Agency Name: _____

PARTICIPANT NAME: _____

ADDRESS: _____

CITY: _____STATE: _____ZIP: _____

PHONE: _____FAX: _____E-MAIL: _____

AMOUNT TO BE CHARGED TO CREDIT CARD ACCOUNT:

PAYMENT INFORMATION

CARD TYPE: □ VISA □ MASTERCARD □ DISCOVER (select one)

CARD NUMBER: _____

EXPIRIATION DATE: _____

CARD CODE: _____ (three-digit number located on the back of the credit card)

CARD HOLDERS NAME: _____

CARD HOLDERS BILLING ADDRESS:

_____

_____

_____

CARD HOLDERS SIGNATURE: _____ DATE: _____/_____/_____

I authorize reoccurring use of this card: _____ I authorize this card to be charged with phone approval: ____

Please note that a 1.8% processing fee will accompany all transactions processed on this card.

By signing this form, the cardholder is authorizing Sentinel Offender Services, Inc. to process a payment plus a 1.8% processing fee on the Credit Card account aforementioned.

Please fax signed form back to _____ Attention: Sentinel. For additional questions please feel free to contact us at 15 S. Martin Luther King Jr., Drive, Waukegan, IL 60085, Telephone: To Be Updated upon new number

A/R Use Only:

Date Rec'd: _____ Confirmation No.:_____

Attachment E

Agency Pay Program – Should the agency elect to pay Sentinel directly for the electronic monitoring services, the daily agency pay program will be as follows:

ITEM DESCRIPTIONS FOR VICTIM NOTIFICATION PROGRAM WITH MOBILE EXCLUSION ZONES

Active GPS: $4.50 per active day
Description of Active GPS: The device records one (1) GPS tracking point per minute, records an Impaired Locate tracking point every 5 minutes and transmits data every three (3) minutes. Tampers are immediately transmitted. If a Buffer Zone or Exclusion Zone breach is reported, the device automatically intensifies to record one (1) GPS point every minute, one (1) Impaired Locate every minute and transmits data every minute.

Victim Active GPS Device: $3.00 per active day
Description of Victim Active GPS Device: The device records one (1) GPS tracking point per minute, records an Impaired Locate tracking point every 5 minutes and transmits data every three (3) minutes. Tampers are immediately transmitted. If a Buffer Zone or Exclusion Zone breach is reported, the device automatically intensifies to record one (1) GPS point every minute, one (1) Impaired Locate every minute and transmits data every minute.

- Insurance Plan for all available GPS equipment: $0.35 per unit per day

Optional Advocate - Victim Smartphone App: $2.00 per active day

- Victim Notification Services (Manual Notification): $1.00 per active day

ITEM DESCRIPTIONS FOR STANDARD GPS & ELECTRONIC MONITORING SERVICES

Active OM500 GPS: $2.85 per active day
Description of OM500 GPS Mode: The device records one (1) GPS tracking point per minute, records an Impaired Locate tracking point every 15 minutes and transmits data every 10 minutes. Tampers are immediately transmitted. If a Buffer Zone or Exclusion Zone breach is reported, the device automatically intensifies to record one (1) GPS point every minute, one (1) Impaired Locate every minute and transmits data every minute.

Hybrid OM500 GPS: $2.80 per active day
Description of OM500 GPS Mode: The device records one (1) GPS tracking point per minute, records an Impaired Locate tracking point every 15 minutes and transmits data every 30 minutes. Tampers are immediately transmitted. If a Buffer Zone or Exclusion Zone breach is reported, the device automatically intensifies to record one (1) GPS point every minute, one (1) Impaired Locate every minute and transmits data every minute.

- Monitoring Center Operator Outbound Calls to both officers & participants/offenders: $0.30 per active day
- OM500 Beacon Compatible with OM500 GPS Device: $0.45 per active day
- Insurance Plan for all available GPS equipment: $0.35 per unit per day

RF Patrol Cellular Monitoring: $2.48 per active day

Description of RF Patrol Monitoring: Includes presence and absence monitoring via RF transmitter and Home Monitoring Unit that communicates via cellular network in accordance with the agency notification protocol.

- Insurance Plan for all available RF equipment: $0.35 per unit per day

Attachment F

Sentinel Standard Operating Procedures for DuPage County Process for Collections

SCOPE

This procedure details the responsibilities of the intake and fee collections process for both Sentinel and DuPage County.

NEW CLIENT ENROLLMENT

1.) Every new referral must have the required paperwork provided at the time of enrollment. If the entire referral package is not provided to the Sentinel Representative on the day of enrollment, the Sentinel Representative will notify the assigned probation officer via a Status Report of what information is missing.

2.) On the day of enrollment, the client will be instructed to contact the Sentinel representative and make the initial payment of $140.00. If contact does not occur, and no later than 24 business hours following enrollment, the Sentinel Representative will contact the program participant and require an initial payment of $140.00. This payment will cover the first two weeks of program supervision.

SENTINEL RESPONSIBILITIES

1.) Each morning, a Sentinel Representative will compare the active caseload in the Monitoring Application with the active cases in DNA Case Management to ensure any offender added to active monitoring by DuPage has also been entered into DNA by Sentinel and had their daily invoicing initiated.

2.) Daily, the Sentinel Representative will contact each participant who is currently delinquent and require a payment that brings the client current, plus an amount equal to two weeks in advance

3) The Sentinel Representative will deliver the following message to participants when calling for payment on fees:

   a) You have been ordered by the court to participate in a GPS monitoring program. It is your responsibility to remain current with supervision program fees. Thus, in order to remain compliant and avoid being violated, you must make a payment today in the amount of $XXX

IF CLIENT CANNOT PAY OR CLAIMS TO BE HOMELESS

1.) If a client claims that he/she cannot pay for program fees or states they are homeless, a Status Report will be immediately sent to the Supervising Officer requesting that the officer instruct Sentinel as to what steps will be taken by the Department. Regardless of which option below is chosen, a Status Report will summarize the decision. Options include:

   a. Consider the client to be indigent and count the participant as part of the indigent allotment outlined in the contract (This is only an option if the indigent allotment has not been fully fulfilled).

b. Confirmation that the officer will contact the client within 24 hours and require payment within 24 hours for the first two weeks of the program

c. Instruction from the officer to transfer the client into a county paid group that will be paid for by the county monthly at the current GPS rates paid for Juvenile participants

2.) If the officer is contacted and indicates the client will pay within 24 hours and no payment is received, a Non-Compliance Report (NCR) will be submitted to the Supervising Officer outlining the client's failure to comply with program requirements. The NCR will also formally request that an Administrative Hearing with the client and the court occur.

a. Every Friday, a Financial Status Report will be provided to the DuPage Supervisors that identifies those individuals who are not in full compliance with their financial obligation.

b. For clients who have an arrearage amount greater than $70.00, the Supervising Officer will be given one week to get the client into compliance

c. For clients who owe more than $140.00 there shall be a corresponding Non-Compliance Report submitted to the Supervising Officer requesting either

- removal from the program or
- change in the classification of the client from self-pay to County-paid

3.) At the end of the billing quarter, Sentinel will provide DuPage County with a detailed invoice outlining the total payment and total number of monitoring days. When the aggregate daily collected rate is less than $5.35 per client per monitoring day, DuPage County will supplement the total payments collected in the amount necessary to result in a $5.35 daily client monitoring rate (less the 5 free units afforded to indigent participants).

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: Jan 4, 2024

Bid/Contract/PO #: 24-0283

Company Name: Sentinel Offender Services, LLC	Company Contact: Mike Dean
Contact Phone: 800-496-4882	Contact Email: mdean@sentineladvantage.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: Signature on file

Printed Name: Dennis Fuller

Title: Chief Financial Officer

Date: January 5, 2024

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 #: LEG-P-0001-24 **Agenda Date:** 1/9/2024 **Agenda #:** 17.A.

AWARDING RESOLUTION TO
MCGUIREWOODS CONSULTING LLC
FOR CONSULTING SERVICES AS LOBBYISTS
(COUNTY COST: $96,000)

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

WHEREAS, the Legislative Committee recommends County Board approval for the issuance of a Contract to McGuireWoods Consulting, LLC, to provide Consulting Services as Lobbyists for projects before the U.S. Congress and the Federal Executive Branch, for DuPage County's Division of Transportation, Public Works, Stormwater Management and all other County Departments and agencies for the period February 1, 2024 through January 31, 2025, for the DuPage County Board.

NOW, THEREFORE, BE IT RESOLVED that County Contract covering said, to provide Consulting Services as Lobbyists for projects before the U.S. Congress and the Federal Executive Branch, for DuPage County's Division of Transportation, Public Works and Stormwater Management, for the period February 1, 2024 through January 31, 2025, for the DuPage County Board, be, and it is hereby approved for issuance of a Contract by the Procurement Division to McGuireWoods Consulting, LLC, 77 W. Wacker Drive, Suite 4300, Chicago, IL 60610, for a contract total not to exceed $96,000.00.

Enacted and approved this 23rd day of January, 2024 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#: LEG-P-0001-24	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: 1 YR + 1 X 1 YR TERM PERIOD	INITIAL TERM TOTAL COST: $96,000.00
COMMITTEE: LEGISLATIVE	TARGET COMMITTEE DATE: 01/09/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: $96,000.00
	CURRENT TERM TOTAL COST: $96,000.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		*Department Information*	
VENDOR: McGuireWoods Consulting, LLC	VENDOR #: 13273	DEPT: County Board	DEPT CONTACT NAME: Sheryl Markay
VENDOR CONTACT: Greg Bales	VENDOR CONTACT PHONE: 312-849-8241	DEPT CONTACT PHONE #: 630-407-6012	DEPT CONTACT EMAIL: sheryl.markay@dupagecounty.gov
VENDOR CONTACT EMAIL: gbales@mwcllc.com	VENDOR WEBSITE: www.mcguirewoods.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.).
Consulting Services as a lobbyist representing DuPage County before the federal government, specifically Congress and the Executive Branch. Not to exceed $96,000.00. $20,000 from County Board, $30,000 from DOT, $30,000 from Stormwater and $16,000 from Public Works.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
To assist with the development and execution of the county's federal legislative program, to educate and inform the county's Congressional Delegation of the county's priorities and goals, to arrange meetings with lawmakers, to identify federal funding opportunities, and to provide regular updates on pending federal 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.

OTHER PROFESSIONAL SERVICES (DETAIL SELECTION PROCESS ON DECISION MEMO)

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. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. Professional Services selection
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. Selection of McGuire Woods Consulting 2. Selection of other entity 3. Selection of no entity

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: McGuireWoods Consulting, LLC	Vendor#: 13273	Dept: County Board	Division:
Attn: Greg Bales	Email: gbales@mwcllc.com	Attn: Sheryl Markay	Email: sheryl.markay@dupagecounty.gov
Address: 77 W Wacker Drive, Suite 4300	City: Chicago	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60610	State: IL	Zip: 60187
Phone: 312-849-8241	Fax:	Phone:	Fax:
Send Payments To:		*Ship to:*	
Vendor: McGuireWoods Consulting, LLC	Vendor#: 13273	Dept:	Division:
Attn: SAME AS ABOVE	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): Feb 1, 2024	Contract End Date (PO25): Jan 31, 2025
Contract Administrator (PO25):			

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		Consulting Services as a Lobbyist (County Board)	FY24	1000	1001	53050		16,667.00	16,667.00
2	1	EA		Consulting Services as a Lobbyist (Transportation)	FY24	1500	3500	53050		25,000.00	25,000.00
3	1	EA		Consulting Services as a Lobbyist (Stormwater)	FY24	1600	3000	53050		25,000.00	25,000.00
4	1	EA		Consulting Services as a Lobbyist (Public Works)	FY24	2000	2665	53050	16	13,333.00	13,333.00
5	1	EA		Consulting Services as a Lobbyist (County Board)	FY25	1000	1001	53050		3,333.00	3,333.00
6	1	EA		Consulting Services as a Lobbyist (Transportation)	FY25	1500	3500	53050		5,000.00	5,000.00
7	1	EA		Consulting Services as a Lobbyist (Stormwater)	FY25	1600	3000	53050		5,000.00	5,000.00
8	1	EA		Consulting Services as a Lobbyist (Public Works)	FY25	2000	2665	53050	16	2,667.00	2,667.00

FY is required, assure the correct FY is selected. Requisition Total $ 96,000.00

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

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT ("Agreement") is effective as of the 1st day of February, 2024, and is entered into by and between the County of DuPage, a body politic and corporate ("County") and McGuireWoods Consulting LLC, an Contractor (“Contractor”).

RECITALS

WHEREAS, the County desires that CONTRACTOR render certain services more fully described herein; and

WHEREAS, the CONTRACTOR has demonstrated expertise in providing such services, has represented that it has the requisite knowledge, skill, experience, and other resources necessary to perform such services and is desirous of providing such services for the County.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties hereby agree as follows:

1. **Incorporation of Recitals:** The matters recited above are hereby incorporated into and made a part of this Agreement.

2. **Term:** This Agreement is for a term commencing, February 1, 2024 through January 31, 2025. ("Term"), unless terminated sooner as provided herein.

3. **Termination**

   3.1 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 CONTRACTOR’S insolvency, bankruptcy or receivership, in which case termination shall be effective immediately upon receipt of notice.

   3.2 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 deliverables tendered prior to termination. There shall be no termination expenses.

   3.3 Upon termination of this AGREEMENT, all data, work products, reports and documents produced because of this AGREEMENT shall become the property of the COUNTY. Further, CONSULTANT shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.

4. **Scope of Services:** CONTRACTOR agrees to provide the services required and, if applicable, set forth on Exhibit "A" including the deliverables set forth thereon ("Services"), in accordance with the terms and conditions of this Agreement. The County may, from time to time, request changes in the Scope of Services. Any such changes, including any increase or decrease in CONTRACTOR's fees, shall be documented by an amendment to this Agreement in accordance with State and County laws.

5. **Compensation and Payment:** Compensation for Services during the initial term shall be based on a monthly rate of $8,000, over the period of the contract and that shall not exceed, $96,000.00. with no reimbursement for expenses. Compensation shall be based on actual Services performed during the Term of this Agreement and the County shall not be obligated to pay for any Services not in compliance with this Agreement. In the event of early termination of this Agreement, the County shall only be obligated to pay the fees incurred up to the date of termination. In no event shall the County be liable for any costs incurred or services performed after the effective date of termination as provided herein. Consultant shall

submit invoices referencing this Agreement with such supporting documentation as may be requested by the County. Payments shall be subject to 50 ILCS 505, "Local Government Prompt Payment Act". Payment will not be made on invoices submitted later than six months (180 days) after delivery of goods and any statute of limitations to the contrary is hereby waived.

6. **Non-appropriation:** Expenditures not appropriated in the current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event sufficient funds are not appropriated in a subsequent fiscal year by the County for performance under this Agreement, the County shall notify CONTRACTOR and this Agreement shall terminate on the last day of the fiscal period for which funds were appropriated. In no event shall the County be liable to the CONTRACTOR for any amount in excess of the cost of the services rendered up to and including the last day of the fiscal period.

7. **Events of Default and Remedies.**

7.1 Events of Default. Events of default include, but are not limited to, any of the following: (i) Any material misrepresentation by CONTRACTOR in the inducement of this Agreement or the performance of Services; (ii) Breach of any agreement, representation or warranty made by CONTRACTOR in this Agreement; or (iii) Failure of CONTRACTOR to perform in accordance with or comply with the terms and conditions of this Agreement.

7.2 Remedies. In the event CONTRACTOR defaults under this Agreement and such default is not cured within fifteen (15) calendar days after written notice is given by the County, the following actions may be taken by the County: (i) This Agreement may be terminated immediately; and (ii) The County may deem CONTRACTOR non-responsible for future contract awards. The remedies stated herein are not intended to be exclusive and the County may pursue any and all other remedies available at law or equity.

8. **Standards of Performance:** CONTRACTOR agrees to devote such time, attention, skill, and knowledge as is necessary to perform Services effectively and efficiently. The CONTRACTOR acknowledges and accepts a relationship of trust and confidence with the County and agreesto cooperate with the County in performing Services to further the best interests of the County.

9. **Assignment:** This Agreement shall be binding on the parties and their respective successors and assigns, provided however, that neither party may assign this Agreement, or any obligations imposed hereunder without the prior written consent of the other party.

10. **Confidentiality and Ownership of Documents.**

10.1 Confidential Information. In the performance of Services, CONTRACTOR may have access to certain information that is not generally known to other ("Confidential information"). CONTRACTOR agrees not to use or disclose to any third party, except in the performance of Services, any confidential information or any records, reports or documents prepared or generated as a result of this Agreement without the prior written consent of the County. CONTRACTOR shall not issue publicity news releases or grant press interviews, except as may be required by law, during or after the performance of the Services, nor shall CONTRACTOR disseminate any information regarding Services without the prior written consent of the County. CONTRACTOR agrees to cause its personnel, staff and/or subcontractors, if any, to undertake the same obligations of confidentiality agreed to by CONTRACTOR under this Agreement. The terms of this Paragraph 9.1 shall survive the expiration or termination of this Agreement.

10.2 Ownership. All records, reports, documents, and other materials prepared by CONTRACTOR in performing Services, as well as all records, reports, documents, and other materials containing Confidential Information prepared or generated as a result of this Agreement, shall at all times be and remain the property of the County. All of the foregoing items shall be delivered to the County upon demand at any time and in any event, shall be promptly delivered to the County upon expiration or termination of the Agreement. In the event any of the above items are lost or damaged while in CONTRACTOR's possession, such items shall be restored or replaced at CONTRACTOR's expense. Notwithstanding any provision herein to the contrary, CONTRACTOR is permitted to retain a copy of the Confidential Information (i) to the extent and as long as required by law, regulation, administrative, court order, or record retention requirements or (ii) in compliance with its professional liability insurance policies. Any Confidential Information stored as electronic data on magnetic media due to automatic archiving and backup procedures shall be retained according to CONTRACTOR's normal record retention policies. Nothing herein prohibits CONTRACTOR from retaining copies of its work product that may rely on or incorporate, in whole or part, Confidential Information.

11. **Representations and Warranties of CONTRACTOR;** CONTRACTOR represents and warrants that the following shall be true and correct as of the effective date of this Agreement and shall continue to be true and correct during the Term of this Agreement.

11.1 Licensed Professionals. Services required to be performed by professionals shall be performed by professionals licensed to practice by the State of Illinois in the applicable professional discipline.

11.2 Compliance with Laws. CONTRACTOR is and shall remain in compliance with all local, state and federal laws, County of DuPage ordinances, and regulations relating to this Agreement and the performance of Services. Further, CONTRACTOR is and shall remain in compliance with all County policies and rules, including, but not limited to, criminal background checks.

11.3 Good Standing. CONTRACTOR is not in default and has not been deemed by the County to be in default under any other Agreement with the County during the five (5) year period immediately preceding the effective date of this Agreement.

11.4 Authorization. In the event CONTRACTOR is an entity other than a sole proprietorship, CONTRACTOR represents that it has taken all action necessary for the approval and execution of this Agreement, and execution by the person signing on behalf of CONTRACTOR is duly authorized by CONTRACTOR and has been made with complete and full authority to commit CONTRACTOR to all terms and conditions of this Agreement which shall constitute valid, binding obligations of Individual.

11.5 Gratuities. No payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act, was made by or to CONTRACTOR in relation to this Agreement or as an inducement for award of this Agreement.

12. **Independent Contractor;** It is understood and agreed that the relationship of CONTRACTOR to the County is and shall continue to be that of an independent contractor and neither CONTRACTOR nor any of CONTRACTOR's employees shall be entitled to receive County employee benefits. As an independent contractor, CONTRACTOR agrees to be responsible for the payment of all taxes and withholdings specified by law, which may be due in regard to compensation paid by the County. CONTRACTOR agrees that neither CONTRACTOR nor its employees, staff or subcontractors shall represent themselves as employees or agents of the County.

13. **Indemnification:** CONTRACTOR agrees to indemnify and hold harmless the County, its members, trustees, employees, agents, officers and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages and expenses of every kind, nature and character, including costs and attorney fees, claims, liens, damages, obligations, actions, suits, judgments, settlements, or causes of action (collectively "Losses") proximately caused by the negligence, gross negligence, willful misconduct or breach of this Agreement by CONTRACTOR or its employees or its subcontractors. This includes, but is not limited to, the unauthorized use of any trade secrets, U.S. patent or copyright infringement. As a condition of the indemnities set forth herein, the County shall provide CONTRACTOR with (i) prompt notice of any indemnifiable loss or claim, (ii) the option to assume the defense of any indemnified claim, and (iii) the right to approve or reject the settlement of any indemnified claim. The indemnities set forth herein shall survive the expiration or termination of this Agreement. Notwithstanding the foregoing, the CONTRACTOR and County shall not be deemed to have waived any rights, protections, or immunities under 745 ILCS 10/1-10 I, *et seq.* (Local Government and Governmental Employees Tort Immunity Act.) Notwithstanding the terms above, the indemnities hereunder shall not apply to the extent such Losses result from (i) CONTRACTOR's reasonable reliance on information provided by the County, or (ii) a breach of this Agreement by the County, or (iii) the negligence or willful misconduct of the County.

14. Insurance.

At all times during the term of the contract, the Contractor and its independent contractors shall maintain, at their sole expense, insurance coverage for the Contractor, its employees, officers and independent contractors, as follows:

14.1 Automobile Insurance. If Contractor will be driving a vehicle in the course of performing the Services, Contractor shall attach a copy of its current automobile insurance card confirming that the vehicle is covered by insurance.

14.2 Waiver. In consideration of the County agreeing to waive its requirement that Contractor carry Commercial General Liability Insurance, Professional Liability Insurance and Worker's Compensation and Employer's Liability Insurance, Contractor agrees to hold the County, its members, trustees, employees, agents, officers and officials, harmless from all liability in any claim or action made by Contractor or any third party, and harmless from any judgment awarded by any court or administrative body, for personal injury, disability or death, or damage or destruction of property resulting from or connected with the Services , unless caused by the negligence or gross negligence of the County.

15. **Notices:** All notices required under this Agreement shall be in writing and sent to the addresses and persons set forth below, or to such other addresses as may be designated by a party in writing. All notices shall be deemed received when (i) delivered personally; (ii) sent by confirmed telex or facsimile (followed by the actual document); or (iii) one (I) day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt.

16. **No Attorney-Client Relationship Established:** CONTRACTOR is a wholly owned subsidiary of the law firm McGuireWoods LLP ("McGuireWoods law firm"). Occasionally lawyers at the McGuireWoods law firm provide non-legal services to CONTRACTOR's clients, but CONTRACTOR's does not provide legal services or advice, nor does this Agreement include the provision of legal services by the McGuireWoods law firm or give rise to an attorney-client relationship between the McGuireWoods law firm and County. No communications with anyone at the McGuireWoods law firm will be protected by the attorney-client privilege. This Agreement does not affect the attorney-client relationship, or the privileged nature of any communications, between County and the McGuireWoods law firm pursuant to a separate engagement for legal services, whether established before or after the date of this Agreement. It is not necessary for County to engage the McGuireWoods law firm in order to obtain CONTRACTOR's services, or vice versa.

17. Conflicts of Interest: County acknowledges that it is engaging CONTRACTOR and is not represented by the McGuireWoods law firm under this Agreement, and County consents to the McGuireWoods law firm's representation of other persons and entities on legal matters, including litigation, that may adversely affect County's interests, directly or indirectly, but are unrelated to the specific representation County has asked CONTRACTOR to undertake on its behalf. Additionally, County consents to CONTRACTOR's representation of other persons and entities on matters unrelated to the specific representation County has asked CONTRACTOR's to undertake on County's behalf under this Agreement and that may adversely affect County's interests, directly or indirectly.

IF TO THE COUNTY:
Sheryl Markay
DuPage County Board Office
421 North County Farm Road
Wheaton, IL 60187

COPY TO: Mary Catherine Wells, Acting Procurement Officer
DuPage County Procurement Services Division
421 North County Farm Road
Wheaton, IL 60187-3978

COPY TO: Assistant State's Attorney – Conor P. McCarthy (Civil Bureau)
Office of DuPage County State's Attorney Robert B. Berlin William J.
Bauer Judicial Office Facility - Annex
503 North County Farm Road
Wheaton, Illinois 60187

IF TO CONTRACTOR:
Greg Bales
McGuireWoods Consulting LLC
77 W Wacker Drive, Suite 4300
Chicago, IL 60610

18. **Entire Agreement and Amendment:** This Agreement, including all exhibits and referenced documents, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of this agreement. No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of this Agreement is of no force or effect.

19. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to any conflict of law or choice of law principles.

20. **Waiver:** No delay or omission by the County to exercise any right hereunder shall be construed as a waiver of any such right and the County reserves the right to exercise any such right from time to time as often and as may be deemed expedient.

21. **County Approval:** If applicable, This Agreement is subject to approval of the appropriate committee(s) and County Board of the County of DuPage.

22. **Subcontractors**: The County and Contractor agree that, from time to time, Contractor may need to provide specific representational services using a subcontractor with specialized knowledge and skills. Where Contractor engages a subcontractor, Contractor shall obtain a completed vendor ethics form from the subcontractor and shall tender the vendor ethics form to the County within 30 days of receipt of the subcontractor vendor ethics form.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed bytheir duly authorized representatives as of the date first above written.

THE COUNTY OF DUPAGE, ILLINOIS	**CONTRACTOR**
By: _____	By: [redacted]
MARY CATHERINE WELLS ACTING CHIEF PROCUREMENT OFFICER	GREG BALES SENIOR VICE PRESIDENT
_____	12/20/23
DATE	DATE

EXHIBIT A

SCOPE OF SERVICES

County's Purchase Order #		County Resolution #	
Contract Name		Contract Date	
County's Project Manager	**Sheryl Markay**	Contractor's Project Manager	**Greg Bales**

This Scope of Services is for Contractors providing to the County certain Services pursuant to the above-referenced Contract and County Resolution

I. **DESCRIPTION OF CONTRACTOR'S WORK**

Consulting Services as a lobbyist representing DuPage County before the United States Congress and federal executive branch agencies.

2. MILESTONE/DELIVERABLE INFORMATION:

Will provide regular updates and reports as directed to the County Board Chair, Chair of the Legislative & Committee and the County Board.

McGuireWoods

Gregory M. Bales

SVP, State Gov. Relations & Federal Public Affairs, McGuireWoods Consulting LLC

T +1 312 849 8241
F +1 312 558 4371

77 West Wacker Drive
Suite 4100
Chicago, IL 60601-1818

gbales@mwcllc.com

PRACTICES

- Public Affairs

Before joining the firm, Greg Bales worked for U.S. Senate Majority Whip Richard J. Durbin for more than a decade, serving as senior advisor in the Senator's government office as well as his campaign manager for his 2020 reelection. During his time with the Senator, he oversaw special projects throughout Illinois, and worked as a liaison to elected officials, businesses, community organizations, and other constituencies across the state.

Prior to joining Senator Durbin's staff, Greg worked as a policy advisor for the Illinois Department of Transportation. He was a staffer for former Illinois Congresswoman Debbie Halvorson, and he has worked on numerous political campaigns in California, Illinois, and Indiana. Before managing Senator Durbin's recent reelection, Greg took leave to elect Illinois Congressman Sean Casten to his first term in 2018, and served as Illinois state director for Secretary Hillary Clinton's 2016 Presidential campaign.

Greg's relationships span across the state, including the Illinois Congressional delegation, the Illinois General Assembly, City of Chicago, Cook County government, and in numerous municipalities and local units of government. Greg has concentrated on infrastructure funding, economic development, and earmarks. He has worked with Illinois General Assembly leadership on legislative language to ensure millions of dollars in federal funding for election security were allocated to cybersecurity; managed multi-million-dollar campaign budgets; pitched stories and gone on the record with the media; and lobbied for state funding for public transit.

EDUCATION

- Indiana University, BA, Political Science, 2007

EVENTS

- Speaker, "Election Security," Chicago Council on Global Affairs, January 17, 2018

The McGuireWoods website provides information of general interest to the public. The website does not offer legal advice about specific situations or problems. You should consult a McGuireWoods lawyer if you have legal issues requiring attention. Nothing on this site creates an express or implied contract. McGuireWoods does not intend to create an attorney-client relationship by inviting you to contact us. Unless and until we and you agree that we will represent you, we will not have any duties to you, including any duty to keep what you send us confidential or any duty to protect your interests. This means that nothing you send us will be kept confidential, unless we mutually agree that we will keep it confidential. Past legal successes described on this website are not indicators of future results. The outcome of particular legal matters is dependent upon the facts and law applicable to the matters. Contents © 2024 McGuireWoods LLP.

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: 12/20/23

Bid/Contract/PO #:

Company Name:	McGuireWoods Consulting LLC	Company Contact:	Greg Bales
Contact Phone:	219-201-3923 | [redacted]	Contact Email:	gbales@mwcllc.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.

[X] **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
Greg Bales	219-201-3923	gbales@mwcllc.com

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:
https://www.dupageco.org/CountyBoard/Policies/

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature [redacted]

Printed Name Greg Bales

Title Senior Vice President

Date 12/20/23

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 #: TE-R-0001-24 **Agenda Date:** 1/16/2024 **Agenda #:** 20.A.

RESOLUTION APPROVING TERMINATION OF AN
AGREEMENT WITH THE VILLAGE OF LISLE FOR GIS SERVICES

WHEREAS, in 2018, the DuPage County Board approved TE-R-0056-18, authorizing the County of DuPage to enter into an intergovernmental agreement with the Village of Lisle to provide various GIS services to the Village; and

WHEREAS, from time to time, the County and the Village have amended the fees and costs associated with this intergovernmental agreement; and

WHEREAS, the intergovernmental agreement between the County of DuPage and the Village of Lisle requires 30 days written notice to terminate; and

WHEREAS, the County of DuPage no longer has the employee resources available to support the projects of the Village of Lisle as those employee resources are required to complete various projects for County departments and entities.

NOW, THEREFORE, BE IT RESOLVED, that the DuPage County Board hereby provides notice of its intent to terminate the Intergovernmental Agreement between the County of DuPage and the Village of Lisle for provision of GIS services; and

BE IT FURTHER RESOLVED, that the DuPage County Clerk is directed to mail a certified copy of this resolution to the Village of Lisle, Attn: Mayor Christopher Pecak, c/o Village Clerk, 925 Burlington Avenue, Lisle, IL 60532.

Enacted and approved this 23rd day of January, 2024 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 #: TE-R-0002-24 **Agenda Date:** 2/6/2024 **Agenda #:** 20.B.

APPROVAL OF AN AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE LISLE-WOODRIDGE FIRE PROTECTION DISTRICT AND
THE COUNTY OF DU PAGE FOR
SHARED GEOGRAPHICAL INFORMATION SYSTEMS (GIS) SERVICES

WHEREAS, on May 8, 2018, the DuPage County Board approved TE-R-0180-18, which authorized the execution of an intergovernmental agreement (IGA) between the Lisle-Woodridge Fire Protection District ("District") and the County of DuPage ("County"); and

WHEREAS, the County and the District wish to amend the IGA to include certain share service information contained in a proposed scope of work, but which is not included under the 2018 IGA; and

WHEREAS, the County wishes to amend the IGA in such a fashion as to provide discretion to provide additional services, on an as needed basis, in the future; and

NOW, THEREFORE, BE IT RESOLVED, that the DuPage County Board accepts and approves the amended Intergovernmental Agreement attached hereto as Exhibit B; and

BE IT FURTHER RESOLVED, that the DuPage County Chair is authorized and directed to execute the amended Intergovernmental Agreement attached hereto as Exhibit A on behalf of the County of DuPage; and

BE IT FURTHER RESOLVED, that the DuPage County Clerk be directed to transmit certified copies of this resolution and the attached IGA to the Lisle-Woodridge Fire Protection District, Attn: Chief Krestan, 1005 School Street, Lisle, IL 60532.

Enacted and approved this 23rd day of January, 2024 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

DuPage County GIS

Memo

To: Chief Keith Krestan (Lisle-Woodridge Fire Protection District)
Battalion Chief Tim Broniewicz (Lisle-Woodridge Fire Protection District)

From: Tom Ricker (DuPage County GIS)

Date: January 10, 2024

Re: Scope of Work, Time & Pricing for GIS Shared Services

Please find below the project summary and scope of work along with time and pricing we discussed concerning the GIS shared services.

GIS Application & Support Services:

The Lisle-Woodridge Fire Protection District (LWFPD) has asked that DuPage County GIS provide pricing for GIS shared services. These services are to create various ArcGIS Online hosted feature layers. These GIS spatial data layers are for support and use within their upcoming district risk assessment report. Some of the layers are as follows:

- District Demographics
  - Male-Female
  - Median Age
  - Marriage Status
  - Median Household Income
  - Level of Education
  - Languages (English/ All Other)
  - Age Group Population
- School Locations
- Critical Infrastructure
- Transportation
  - Roads
  - Rails
- Zoning
  - Lisle
  - Woodridge
  - County (Unincorporated)

- Water Hydrant Locations
    - Lisle
    - Woodridge
    - County (Unincorporated)
    - IAW (Illinois American Water)
- Dive Times
    - 1-8 Minutes
    - 4 Minute Coverage Area
    - 8 Minute Coverage Area
- Incidents
    - Point Locations
    - Hot Spots
- First In
    - Primary Station
    - Secondary Station

The time for the creation of these hosted feature layers will be billed by the hour and will not exceed 40 hours. If additional hours are necessary for extra layer creation, the County GIS Division will notify and request approval from the Lisle-Woodridge Fire Protection District prior to the work being done.

Hours and Reimbursement Charges:

DATE	STAFF	DESCRIPTION	HOURS	RATE	AMOUNT
1/3/2023	Kevin Piraino	Create Hosted Feature Layers for District Risk Assessment*	40	$ 70.81	$ 2,832.38
					0
					0
		TOTAL	40		$ 2,832.38
		* Reoccurring Service (Hourly Rate Could be Scheduled for Change)			

The above rate is based on a specific County GIS staff hourly rate and could be subject to change. If changes in the hourly rate occur, DuPage GIS will notify the Lisle-Woodridge Fire Protections District prior to the change.

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

File #: 24-0337 **Agenda Date:** 1/16/2024 **Agenda #:** 21.F.

DT-P-0197A-22
AMENDMENT TO RESOLUTION DT-P-0197-22
ISSUED TO RUSH TRUCK CENTERS OF ILLINOIS, INC.
TO FURNISH EIGHT (8) PLOW TRUCKS WITH SNOW & ICE EQUIPMENT
FOR THE DIVISION OF TRANSPORTATION
(ACCOUNTING ADJUSTMENT AND INCREASE OF $29,152.00)

WHEREAS, the DuPage County Board heretofore adopted Resolution DT-P-0197-22 on June 28th, 2022, issued to Rush Truck Centers of Illinois, Inc., to furnish and deliver eight (8) plow trucks with snow and ice equipment for the Division of Transportation; and

WHEREAS, the current cost of said contract to the County of DuPage, by and through the Division of Transportation is $2,347,562.00; and

WHEREAS, an increase in the amount of $29,152.00 is necessary to process the revised build order; and

WHEREAS, the circumstances that necessitate the change in costs were not reasonably foreseeable at the time the contract was signed, due to the model year trucks no longer being built, therefore the new 2025 models will need to be ordered in place; and

WHEREAS, an adjustment in funding is in the best interest of the County as is authorized by law.

NOW, THEREFORE, BE IT RESOLVED that Resolution DT-P-0197-22 is amended to reflect a cost of $2,376,714.00 instead of and in place of a costs of $2,347,562.00, an increase of $29,152.00, +1.24%.

Enacted and approved this 23rd day of January, 2024 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

DOT 1/16
FI + CB 1/23

Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Jan 3, 2024

MinuteTraq (IQM2) ID #:

Purchase Order #: 5896-SERV	**Original Purchase Order Date:** Mar 1, 2021	**Change Order #:** 1	**Department:** Division of Transportation
Vendor Name: Rush Truck Centers of Illinois, Inc.		**Vendor #:** 13272	**Dept Contact:** Ying Liu Almanza

Background and/or Reason for Change Order Request: To furnish and deliver eight (8) Plow Trucks with Snow and Ice Equipment for DOT.
1)Increase contract by $29,152.00. 2)Change Line 1 and Line 2 from FY23 to FY24. 3)Add $7,288.00 to Line 1 (1500-3510-54120) and add $21,864.00 to Line 2 (1500-3510-54120) due to a marketing price increase.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

- ☐ (A) Were not reasonably foreseeable at the time the contract was signed.
- ☐ (B) The change is germane to the original contract as signed.
- ☒ (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE

A	Starting contract value	$2,347,562.00
B	Net $ change for previous Change Orders	
C	Current contract amount (A + B)	$2,347,562.00
D	Amount of this Change Order ☒ Increase ☐ Decrease	$29,152.00
E	New contract amount (C + D)	$2,376,714.00
F	Percent of current contract value this Change Order represents (D / C)	1.24%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	1.24%

DECISION MEMO NOT REQUIRED

- ☐ Cancel entire order ☐ Close Contract ☐ Contract Extension (29 days) ☐ Consent Only
- ☐ Change budget code from: _____ to: _____
- ☐ Increase/Decrease quantity from: _____ to: _____
- ☐ Price shows: _____ should be: _____
- ☐ Decrease remaining encumbrance and close contract ☐ Increase encumbrance and close contract ☐ Decrease encumbrance ☒ Increase encumbrance

DECISION MEMO REQUIRED

- ☐ Increase (greater than 29 days) contract expiration from: _____ to: _____
- ☒ Increase ≥ $2,500.00, or ≥ 10%, of current contract amount ☒ Funding Source 1500-3510-54120
- ☐ OTHER - explain below:

LN3 (FY24) 1500-3510-54120 / LN4 (FY24) 1500-3510-54120

yla b-CS	6911	Jan 3, 2024	WCE	6890	1/5/2024
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date

REVIEWED BY (Initials Only)

Buyer	Date	Procurement Officer	1/11/24 Date
Chief Financial Officer (Decision Memos Over $25,000)	Date	Chairman's Office (Decision Memos Over $25,000)	Date

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER

Rev 1.7
6/25/18

Decision Memo

Procurement Services Division

This form is required for all Professional Service Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

Date: Jan 4, 2024

MinuteTraq (IQM2) ID #:

Department Requisition #: 5896-1-SERV

Requesting Department: Division of Transportation	Department Contact: Figuray, Mike
Contact Email: michael.figuray@dupagecounty.gov	Contact Phone: (630) 407-6924
Vendor Name: Rush Truck Centers of Illinois, Inc.	Vendor #: 13272

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

Requesting approval to increase contract 5896-1-SERV in an amount of $29,152.00.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

DuPage County Division of Transportation ordered eight (8) plow trucks in 2022 with an expected delivery date of 2024. They were intended to be 2024 model year trucks (built in 2023). Those build slots are no longer available, and now Rush Truck Center advised that these will need to be 2025 model year trucks (built in 2024). This comes with a price increase of $3,644.00 per truck.

Strategic Impact

Quality of Life

Select one of the six strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.

These eight (8) plow trucks will be used for snow and ice removal along with other additional seasonal jobs by DuPage County.

Source Selection/Vetting Information - Describe method used to select source.

State of Illinois/CMS Bid Buy Contract 19-416CMS-BOSS4-P-8607.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

DuPage County Division of Transportation staff recommends approval of a change order request to increase the Rush Truck Center contract 5896-1-SERV in the amount of $29,152.00 ($3,644.00 per truck).

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

There are sufficient funds for FY2023 increase.

Rush Truck Center, Springfield
3441 Gatlin Dr
Springfield, IL 62707
217-718-2200

Retail Sales Order

SALES ORDER

Please enter my order for the following:
☐ New ☐ F.E.T. Applicable
☐ Used ☑ F.E.T. Exempt

Make	INTERNATIONAL	Series	HV-507 6x4'S
Year	2025	Body Type	REFERENCED BELOW
Color	YELLOW	Trim	STANDARD
Serial #	FACTORY ORDERED		
Stock #	FACTORY ORDERED		

To be delivered on or about 7/31/2024

Date 12/25/2023

DUPAGE COUNTY D.O.T.
Customer's Name

Street	City	State	Zip
180 NORTH COUNTY FARM ROAD	WHEATON	IL	60187

Federal Tax ID #	Business Phone	Fax
E9997-4551-07	(630) 407-6885	

Purchaser's Name

Street	City	State	Zip

Federal Tax ID #	Business Phone	Fax

David Mueller
By Salesman

Truck will be Titled in DUPAGE County.

TO MONROE TRUCK EQUIPMENT JOLIET,IL	
REFERENCE TRUCK CHASSIS SPECIFICATIONS IN SALES PROPOSAL # 16136 DATED 12/25/2023	113,298.00
REFERENCE BODY & MOUNTED EQUIPMENT FROM MONROE TRUCK EQUIPMENT QUOTE # 4BD0005686 DATED 07/02/2022	174,618.00
Sales Price for One (1) Complete Unit ---------->	287,916.00
Sales Price for Six (6) Complete Units ---------->	1,727,496.00
Factory Paid F.E.T.	0.00
F.E.T. Tire Credit	0.00
Total Factory Paid F.E.T.	0.00
Optional Extended Warranties	0.00
Sub-Total	1,727,496.00
Dealer Paid F.E.T. *	0.00
Local Taxes	0.00
License, Transfer, Title, Registration Fee For All 6	1,038.00
Documentary Fee ** For All 6	984.00
Delivered Price	0.00
Total Down Payment	0.00
Unpaid Balance Due on Delivery	1,729,518.00

LIENHOLDER INFORMATION

Date of Lien
Lien Holder
Draft Through

Total Used Vehicle Allowance *	0.00
Less Total Balance Owed	0.00
Total Net Allowance on Used Vehicle(s)	0.00
Deposit or Credit Balance	0.00
Cash with Order	0.00
<----------	0.00

*See Trade-in details on page 2

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO CUSTOMERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY PARTIES. THIS NOTICE IS REQUIRED BY LAW.

Customer, by the execution of this Order, offers to purchase the Product(s) described above upon the Terms and Conditions contained herein. Customer acknowledges that Customer has read the Terms and Conditions of this Order on Page 2 and has received a true copy of this Order and the Terms and Conditions

*SUBJECT TO ADJUSTMENT – FINAL F.E.T. MAY VARY.
ANY F.E.T. VARIANCE RESPONSIBILITY OF DEALER

Customer's Signature Signature on File **Date**

OFFER RECEIVED BY: _____ 12-25-2023
Date

OFFER ACCEPTED BY: _____
AUTHORIZED REPRESENTATIVE Date

NOTICE: THE FOLLOWING ARE IMPORTANT PROVISIONS OF THIS ORDER

THIS ORDER CANCELS AND SUPERCEDES ANY PRIOR AGREEMENTS AND, AS OF THE DATE HEREOF, COMPRISES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE AGREEMENT BETWEEN THE PARTIES.

IF ANY REPRESENTATIONS, SPECIFICATIONS OR OTHER AGREEMENTS ARE RELIED UPON BY CUSTOMER, THEY MUST BE IN WRITING AND SPECIFICALLY IDENTIFIED AND REFERENCED IN THIS ORDER; OTHERWISE, THEY WILL NOT BE BINDING ON OR ENFORCEABLE AGAINST DEALER.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Rush Truck Center, Springfield
3441 Gatlin Dr
Springfield, IL 62707
217-718-2200

Retail Sales Order

SALES ORDER

Please enter my order for the following:
☐ New ☐ F.E.T. Applicable
☐ Used ☑ F.E.T. Exempt

Make	INTERNATIONAL	Series	HV-507 6x4'S
Year	2025	Body Type	REFERENCED BELOW
Color	YELLOW	Trim	STANDARD
Serial #	FACTORY ORDERED		
Stock #	FACTORY ORDERED		

To be delivered on or about 7/31/2024

Date 12/25/2023

DUPAGE COUNTY D.O.T.
Customer's Name

180 NORTH COUNTY FARM ROAD | WHEATON | IL | 60187
Street | City | State | Zip

E9997-4551-07 | (630) 407-6885
Federal Tax ID # | Business Phone | Fax

Purchaser's Name

Street | City | State | Zip

Federal Tax ID # | Business Phone | Fax

David Mueller
By Salesman

Truck will be Titled in DUPAGE County.

TO MONROE TRUCK EQUIPMENT JOLIET , IL	
REFERENCE TRUCK CHASSIS SPECIFICATIONS IN SALES PROPOSAL # 16136 DATED 12/25/2023	113,298.00
REFERENCE BODY & MOUNTED EQUIPMENT FROM MONROE TRUCK EQUIPMENT QUOTE # 4BD0005685 DATED 07/01/2022	
Sales Price for One (1) Complete Unit ---------->	323,261.00
Sales Price For Two (2) Complete Units -------->	646,522.00
Factory Paid F.E.T.	0.00
F.E.T. Tire Credit	0.00
Total Factory Paid F.E.T.	0.00
Optional Extended Warranties	0.00
Sub-Total	646,522.00
Dealer Paid F.E.T. *	0.00
Local Taxes	0.00
License, Transfer, Title, Registration Fee For Both	346.00
Documentary Fee ** For Both	328.00
Delivered Price	0.00
Total Down Payment	0.00
Unpaid Balance Due on Delivery	647,196.00

LIENHOLDER INFORMATION

Date of Lien
Lien Holder
Draft Through

Total Used Vehicle Allowance *	0.00
Less Total Balance Owed	0.00
Total Net Allowance on Used Vehicle(s)	0.00
Deposit or Credit Balance	0.00
Cash with Order	0.00
<----------	0.00

*See Trade-in details on page 2

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IF ANY REPRESENTATIONS, SPECIFICATIONS OR OTHER AGREEMENTS ARE RELIED UPON BY CUSTOMER, THEY MUST BE IN WRITING AND SPECIFICALLY IDENTIFIED AND REFERENCED IN THIS ORDER; OTHERWISE, THEY WILL NOT BE BINDING ON OR ENFORCEABLE AGAINST DEALER.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Customer, by the execution of this Order, offers to purchase the Product(s) described above upon the Terms and Conditions contained herein. Customer acknowledges that Customer has read the Terms and Conditions of this Order on Page 2 and has received a true copy of this Order and the Terms and Conditions

Signature on File

Agent 1-3-24
Date

OFFER RECEIVED BY: Signature on File 12-25-2023
SALES REPRESENTATIVE Date

OFFER ACCEPTED BY: _____
AUTHORIZED REPRESENTATIVE Date

Rush Truck Center, Springfield
3441 Gatlin Dr
Springfield, IL 62707
217-718-2200

Retail Sales Order

1. **Parties to Order; Definitions.** As used in this Retail Sales Order ("Order"), the terms: (a) "Dealer" shall mean the Rush Dealer identified at the top of the first page of this Order; (b) "Customer" shall mean the Customer identified on the first page of this Order; (c) "Manufacturer(s)" shall mean the entity or entities that manufactured the Product(s), it being understood by Customer that Dealer is in no respect the agent of Manufacturer(s); and (d) "Product(s)" shall mean the new and/or used vehicle or other components, accessories or products, which are being purchased by Customer, as set forth in this Order.

2. **WARRANTY DISCLAIMERS AND LIMITATIONS**

NEW PRODUCTS – MANUFACTURER WARRANTIES ONLY. Any warranties on any new Product(s) sold under this Order are limited only to any printed Manufacturers' warranties delivered to Customer with the Product(s). EXCEPT FOR ANY SUCH WARRANTIES MADE BY MANUFACTURERS, THE PRODUCT(S) ARE SOLD WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY DISCLAIMED.

USED PRODUCTS – NO WARRANTIES. All used Product(s) sold under this Order are sold on an "AS IS, WHERE IS" basis, without any warranties by Dealer, provided that Products that are sold by Dealer as "Certified Pre-Owned" are subject to the express written terms and conditions of the Dealer's certified pre-owned program. EXCEPT FOR ANY MANUFACTURERS' WARRANTIES THAT MAY STILL BE IN EFFECT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

LIMITED WARRANTY ON SERVICES. Dealer warrants that all services performed by Dealer for Customer in conjunction with the sale of the Product(s), including if applicable installation, upfitting and conversion services ("Services"), will be performed in a good and workmanlike manner ("Services Warranty"). The Services Warranty is valid for a period of ninety (90) days from the date the Product(s) is delivered to Customer. Customer's sole and exclusive remedy, and Dealer's entire liability, under the Services Warranty is the repair of any nonconforming portion of the Services. DEALER PROVIDES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ITS SERVICES. The Services Warranty is strictly limited to Services performed by Dealer for Customer. Dealer does not warrant any services provided by any third-party, including but not limited to installation, upfitting or conversion services. *Any warranties are solely those that are provided by the third-party service provider.*

NO OTHER WARRANTIES. EXCEPT AS SET FORTH ABOVE, DEALER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED.

3. **Reappraisal of Trade-In Vehicle.** If the motor vehicle which has been traded in ("Trade-In Vehicle") as a part of the consideration for the Product(s) ordered hereunder is not to be delivered to Dealer until delivery to Customer of the Product(s), the Trade-In Vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for the Trade-In Vehicle. If the reappraised value is lower than the original allowance shown on the front of this Order, Customer may, if dissatisfied, cancel this Order.

4. **Delivery of Trade-In Vehicle by Customer; Customer Warranty of Title.** Customer agrees to deliver to Dealer satisfactory evidence of title to the Trade-In Vehicle at the time of delivery of the Trade-In Vehicle to Dealer. Customer warrants the Trade-In Vehicle to be Customer's property free and clear of all liens and encumbrances.

5. **Delay or Failure in Delivery; Limitation of Dealer Liability.** Dealer shall not be liable for failure to deliver or delay in delivering any Product(s) covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the reasonable control, or is without the gross negligence or intentional misconduct, of Dealer. Examples of causes beyond Dealer's reasonable control include, but are not limited to, Manufacturers' delay or failure to deliver Product(s) for any reason, earthquake, hurricane or other natural disaster, fire, war, terrorist act, labor dispute, strike, etc.

6. **Liability for Taxes.** The price for the Product(s) specified on the face of this Order includes reimbursement to Dealer for federal excise taxes paid, but does not include sales or use taxes or occupational taxes based on sales volume (federal, state or local) unless expressly so stated. Customer assumes and agrees to pay, unless prohibited by law, any such sales or use or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability thereof.

7. **Customer's Deposit.** Any Customer's deposit, whether cash or Trade-In Vehicle, shall not be refunded except due to Dealer's failure to deliver the Product(s).

8. **Risk of Loss; Insurance.** Customer shall assume all risk of loss relating to the Product(s) at the time Customer receives possession of the Product(s), or at the time Customer receives title to the Product(s) if title is conveyed before Customer receives possession. Customer shall obtain insurance for the Product(s) that will be in effect at the time Customer takes possession of the Product(s), or at the time Customer receives title to the Product(s) if title is conveyed before the Customer receives possession. Dealer shall have no responsibility or liability related to the Product(s) after Customer receives either possession or title to the Product(s).

9. **Governing Law; Venue; Time to Commence Action.** Except to the extent that the laws of the United States may apply or otherwise control this Order, the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the state in which Dealer is located, without regard to conflict of law principles. The mandatory venue for any claim, litigation, civil action or any other legal or administrative proceeding ("Action") involving any controversy or claim between or among the parties to this Order, is the state in which Dealer is located. Customer has one (1) year from the accrual of any cause of action arising from the purchase of the Product(s) to commence an Action against Dealer.

10. **Limitation of Damages.** Customer agrees that in the event of any Action brought by Customer against Dealer, Customer shall not be entitled to recover any incidental or consequential damages as defined in the Uniform Commercial Code, including but not limited to indirect or special damages, loss of income or anticipated profits, or down-time, or any punitive damages.

11. **Fees and Expenses of Actions.** In any Action, whether initiated by Dealer or Customer, where the Customer has a right, pursuant to statute, common law or otherwise, to recover reasonable attorneys' fees and costs in the event it prevails, Customer agrees that Dealer shall have the same right to recover reasonable attorneys' fees and costs incurred in connection with the Action in the event that Dealer prevails.

12. **Execution and Delivery by Electronic Transmission.** If this Order or any document executed in connection with this Order is delivered by facsimile, email or similar instantaneous electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, such execution and delivery shall be considered valid, binding and effective for all purposes as an original document. Additionally, the signature of any party on this Order transmitted by way of a facsimile machine or email shall be considered for all purposes as an original signature. Any such faxed or emailed document shall be considered to have the same binding legal effect as an original document. At the request of Dealer, any faxed or emailed document shall be re-executed by Customer in an original form.

13. **Waiver; Severability.** No waiver of any term of this Order shall be valid unless it is in writing and signed by Dealer's authorized representative. If any provision or part of any provision of this Order shall be deemed to violate any applicable law or regulation, such invalid provision or part of a provision shall be inapplicable, BUT the remaining part of that provision and the remainder of the Order shall continue to be binding and enforceable.

14. **No Broker; Manufacturer Incentives.** If at any time Dealer determines that the Customer intends to engage in the resale of vehicles for profit, where such resale is not in conjunction with further manufacturing, Dealer reserves the right to cancel this Order. Certain manufacturer incentives are intended to be used for retail customers at the location as identified by the Customer in this Order. Customer represents that they will register the vehicle with their state motor vehicle department and are not purchasing this vehicle with the intent to resell/export the vehicle, except where such resale is in conjunction with further manufacturing. If at any time Dealer determines that the foregoing representations are not true, Dealer has the right to seek repayment of any manufacturer incentives that are paid.

15. **Communication Consent.** Dealer and any other owner or servicer of this account may use any information Customer gives Dealer, including but not limited to email addresses, cell phone numbers, and landline numbers, to contact Customer for purposes related to this account, including debt collection and marketing purposes. In addition, Customer expressly consents to any such contact being made by the most efficient technology available, including but not limited to, automated dialing equipment, automated messages, and prerecorded messages, even if Customer is charged for the contact.

Customer Initial _____

INTERNATIONAL®

Financial Summary
2025 HV507 SFA (HV507)

December 25, 2023

(US DOLLAR)

Description	Price
Net Sales Price:	$646,522.00

ABOVE FIGURE IS FOR TWO (2) COMPLETE UNITS (includes body & mounted equipment)

MUNICIPAL PLATES $8.00/ UNIT TITLE FEE $165.00/ UNIT & DOCUMENT FEE $164.00/ UNIT ARE NOT INCLUDED

FRONT & REAR TIRES SUBJECT TO CHANGE BASED ON FACTORY AVAILABILITY

Approved by Seller:

SALES REPRESENTATIVE 12-25-2023
Official Title and Date

Signature on File
Authorized Signature

Accepted by Purchaser:

DUPAGE COUNTY D.O.T.
Business Name

Signature on File
Absent 1-3-24
Authorized Signature and Date

This proposal is not binding upon the seller without Seller's Authorized Signature

Manager of Highway Operations
Official Title and Date
1/3/2024

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

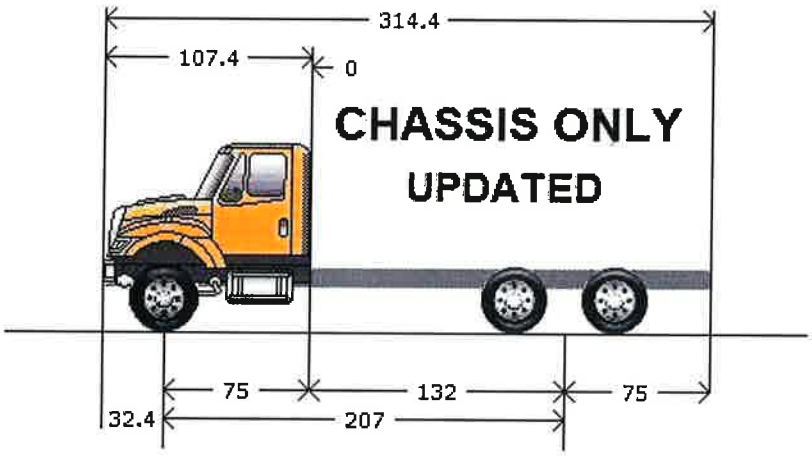
INTERNATIONAL®

December 25, 2023

Prepared For:
DUPAGE COUNTY DOT
MIKE FIGURAY
421 N County Farm Rd.
Wheaton, IL 60187-3989
(630)407 - 6931
Reference ID: UPDATED PRICING

Presented By:
RUSH TRK CTR OF N IL
David R Mueller
4655 S CENTRAL AVE.
CHICAGO IL 606381547
708-295-5800

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2025 HV507 SFA (HV507)

AXLE CONFIG:	6X4
MISSION:	Requested GVWR: 58000. Calc. GVWR: 60000. Calc. GCWR: 80000
DIMENSION:	Wheelbase: 207.00, CA: 132.00, Axle to Frame: 75.00
ENGINE, DIESEL:	{Cummins L9 360} EPA 2024, 360HP @ 2200 RPM, 1150 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 359 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity
AXLE, REAR, TANDEM:	{Meritor MT-40-14X-4DCR-P} Single Reduction, 40,000-lb Capacity, with Lube Oil Pump, .433"(11mm) Wall Housing Thickness, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, R Wheel Ends Gear Ratio: 6.43
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 315/80R22.5 Load Range L HAU 3 WT (CONTINENTAL), 480 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range H HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, TANDEM:	{Hendrickson HMX EX 400} Walking Beam, 40,000-lb Capacity, 52" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
FRAME REINFORCEMENT:	Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
PAINT:	Cab schematic 100WK Location 1: 4421, School Bus Yellow (Std) Chassis schematic N/A

Description

Base Chassis, Model HV507 SFA with 207.00 Wheelbase, 132.00 CA, and 75.00 Axle to Frame.

AXLE CONFIGURATION {Navistar} 6x4

FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL

FRAME REINFORCEMENT Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL

BUMPER, FRONT Swept Back, Steel, Heavy Duty

FRAME DIMPLE Dimple on Left and Right Top Flange of Frame Rail to Reference Rear Axle Centerline

FRAME EXTENSION, FRONT Integral; 20" In Front of Grille

WHEELBASE RANGE 177" (450cm) Through and Including 226" (575cm)

AXLE, FRONT NON-DRIVING {Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity

SHOCK ABSORBERS, FRONT

SUSPENSION, FRONT, SPRING Multileaf, Shackle Type, 20,000-lb Capacity, Less Shock Absorbers

BRAKE SYSTEM, AIR Dual System for Straight Truck Applications

AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System

AIR DRYER {Bendix AD-IP} with Heater

BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqIn Spring Brake

BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake

SLACK ADJUSTERS, REAR {Haldex} Automatic

AIR COMPRESSOR {Cummins} 18.7 CFM

AIR TANK Painted Aluminum, with Straight Thread O-Ring Ports

AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab

AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Back of Cab, Perpendicular to Rail

DRAIN VALVE (3) Petcocks, for Air Tanks

DUST SHIELDS, REAR BRAKE for Air Cam Brakes

BRAKES, FRONT {Meritor EX+H} Air Disc Type, Size 22.5", 23,000-lb Capacity

BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle

BRAKE CHAMBERS, FRONT AXLE 20 SqIn, for Air Disc Brakes

PARK BRAKE CHAMBERS,ADDITIONAL (2) Spring Brake Type

STEERING COLUMN Tilting and Telescoping

STEERING WHEEL 4-Spoke; 18" Dia., Black

STEERING GEAR (2) {Sheppard M100/M80} Dual Power

DRIVELINE SYSTEM {Dana Spicer} SPL170 Main Driveline with SPL170 Interaxle Shaft, for 6x4

AFTERTREATMENT COVER Polished Aluminum

EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab

Description

TAIL PIPE (1) Turnback Type

MUFFLER/TAIL PIPE GUARD (1) Bright Stainless Steel

EXHAUST HEIGHT 10'

ELECTRICAL SYSTEM 12-Volt, Standard Equipment

CIGAR LIGHTER Includes Ash Cup

ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount

BODY BUILDER WIRING INSIDE CAB; Includes Sealed Connectors for Tail/Amber, Turn/Marker/Backup/Accessory, Power/Ground, and Stop/Turn

BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud

SPEAKERS (2) 6.5" Dual Cone Mounted in Doors

ANTENNA for Increased Roof Clearance Applications

RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input

AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications

BATTERY CABLES with 36" of Extra Length Coiled and Strapped Near Battery Box

HORN, ELECTRIC Disc Style

BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Right Side Back of Cab

SWITCH, BODY CIRCUITS, MID with Remote Power Module Mounted in Cab Behind Driver Seat, Up to 6 Outputs & 6 Inputs, Max 20 amp per Channel, Max 80 amp Total, Includes 1 Switch Pack with Momentary Switches

CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade

TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights

STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection

INDICATOR, LOW COOLANT LEVEL with Audible Alarm

CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses

TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender

BATTERY DISCONNECT SWITCH 300 Amp, Disconnects Charging Circuits, Locks with Padlock, Cab Mounted

HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord

HEADLIGHTS Halogen

POWER SOURCE, ADDITIONAL Auxiliary Power Outlet (APO) with USB-A Port and USB-C Port, Located in the Instrument Panel

FENDER EXTENSIONS Rubber

LOGOS EXTERIOR Model Badges

LOGOS EXTERIOR, ENGINE Badges

INSULATION, UNDER HOOD for Sound Abatement

GRILLE Stationary, Chrome

INSULATION, SPLASH PANELS for Sound Abatement

FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV

PAINT SCHEMATIC, PT-1 Single Color, Design 100

Description

PAINT TYPE Base Coat/Clear Coat, 1-2 Tone

COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360

PROMOTIONAL PACKAGE Government Silver Package

SPECIAL RATING, GVWR Limited to 68,000-lb GVWR

CLUTCH Omit Item (Clutch & Control)

ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection

BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines

RADIATOR HOSES Silicone; Molded

ENGINE, DIESEL {Cummins L9 360} EPA 2024, 360HP @ 2200 RPM, 1150 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 359 Peak HP (Max)

FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed

RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler

AIR CLEANER Single Element, with Integral Snow Valve and In-Cab Control

EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2024

THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel

EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood

CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations

ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines

CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty

TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway

OIL COOLER, TRANSMISSION {Modine} Water to Oil Type

TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission

TRANSMISSION DIPSTICK Relocated to Right Side of Transmission

TRANSMISSION OIL Synthetic; 29 thru 42 Pints

ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223

NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released

TRANSMISSION TCM LOCATION Located Inside Cab

SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming

PTO LOCATION Dual, Customer Intends to Install PTO at Left and/or Right Side of Transmission

AXLE, REAR, TANDEM {Meritor MT-40-14X-4DCR-P} Single Reduction, 40,000-lb Capacity, with Lube Oil Pump, .433"(11mm) Wall Housing Thickness, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, R Wheel Ends . Gear Ratio: 6.43

SUSPENSION, REAR, TANDEM {Hendrickson HMX EX 400} Walking Beam, 40,000-lb Capacity, 52" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings

SHOCK ABSORBERS, REAR (4) for Hendrickson HMX Suspension Only, Mounted from Frame to Beam

Description

TRANSVERSE TORQUE RODS {Hendrickson} TRAAX Rod, Transverse Only

AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 50 thru 64.99 Pints

DEF TANK 9.5 US Gal (36L) Capacity, Frame Mounted Outside Left Rail, Under Cab

FUEL HEATER {Arctic Fox} In-Tank Type, with Thermostat, for Single Tank

FUEL/WATER SEPARATOR {Racor 400 Series} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine

FUEL TANK Top Draw, Non-Polished Aluminum, 26" Dia, 100 US Gal (379L), Mounted Left Side, Under Cab

CAB Conventional, Day Cab

HEATER HOSES Silicone

AIR CONDITIONER with Integral Heater and Defroster

GAUGE CLUSTER Base Level; English with English Electronic Speedometer

GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission

GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} Mounted in Instrument Panel

IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster

SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust

SEAT, PASSENGER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolated, 1 Chamber Lumbar, 2 Position Front Cushion Adjustment, -3 to +14 Degree Back Adjust

GRAB HANDLE, EXTERIOR (2) Chrome, for Cab Entry, (1) Towel Bar Type, with Anti-Slip Rubber Inserts Mounted Left Side at B-Pillar, (1) Towel Bar Type Mounted Right Side on Vertical Exhaust

MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} (2) Right and Left Sides, Bright, Heated, 7.5" Sq.

MIRRORS (2) C-Loop, Power Adjust, Heated, LED Clearance Lights, Bright Heads and Arms, 7" x 14.5", Includes 8" x 6" Convex Mirrors, for 96" Load Width

CAB INTERIOR TRIM Classic, for Day Cab

MONITOR, TIRE PRESSURE Omit

WINDSHIELD Heated, Single Piece

ARM REST, RIGHT, DRIVER SEAT

HOSE CLAMPS, HEATER HOSE {Breeze} Belleville Washer Type

WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature

CAB REAR SUSPENSION Air Bag Type

INSTRUMENT PANEL Flat Panel

WINDSHIELD WIPER BLADES Snow Type

COWL TRAY LID

ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab

WHEELS, FRONT {Accuride 29039} DISC; 22.5x9.00 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Non-Standard Offset, with .5" Thick Disc

WHEELS, REAR {Maxion 91541} DUAL DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs

Description
PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; with Vendor Applied White Powder Coat Paint

WHEEL GUARDS, REAR {Accuride} for Metric Hub Piloted Wheels with Flanged Mounting Nuts, Mounted Between Hub & Wheel and Between Dual Wheels

WHEEL BEARING, FRONT, LUBE {EmGard FE-75W-90} Synthetic Oil

(8) TIRE, REAR 11R22.5 Load Range H HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive

(2) TIRE, FRONT 315/80R22.5 Load Range L HAU 3 WT (CONTINENTAL), 480 rev/mile, 68 MPH, All-Position

LOCATION FUEL/WATER SEPARATOR FUEL WATER SEPARATOR ON ENGINE

Cab schematic 100WK

Location 1: 4421, School Bus Yellow (Std)

Chassis schematic N/A

Services Section:

WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A

MUNICIPAL PLATES $8.00/ UNIT TITLE FEE $165.00/ UNIT & DOCUMENT FEE $164.00/ UNIT ARE NOT INCLUDED

INCLUDES MONROE QUOTE # 4BD0005686 DATED 07/02/2022 FOR $174,618.00/ UNIT

(6) V-Box & Wing Mount

	New	Old	Increase
Sales Prce per unit	287,916.00	284,282.00	3,634.00
order qt.	6.00	6.00	-
			-
Total sales price	1,727,496.00	1,705,692.00	21,804.00
			-
Registration fee for 6	1,038.00	978.00	60.00
Documentary Fee for 6	984.00	984.00	-
Total for all 6	1,729,518.00	1,707,654.00	21,864.00
Per Truck			3,644.00

(2) Tandem Axle Six Wheelers 2 EA

	New	Old	Increase
Sales Prce per unit	323,261.00	319,627.00	3,634.00
order qt.	2.00	2.00	
Total sales price	646,522.00	639,254.00	7,268.00
Registration fee for 6	346.00	326.00	
Documentary Fee for 6	328.00	328.00	
Total for all 2	647,196.00	639,908.00	7,288.00
Per Truck			3,644.00

Total Increse for all 8	29,152.00
Per Truck	3,644.00

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: Jan 4, 2024

Bid/Contract/PO #:

Company Name: Rush Truck Centers, Springfield	Company Contact: Davuid Mueller
Contact Phone: 630-281-0367	Contact Email: muellerd@rushenterprises.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 David Mueller

Title Municipal Fleet Account Manager

Date Jan 4, 2024

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 #: DT-P-0004-24 **Agenda Date:** 1/16/2024 **Agenda #:** 7.F.2.

AWARDING RESOLUTION
ISSUED TO VARITECH INDUSTRIES
TO FURNISH AND DELIVER
FOUR (4) 12,500-GALLON DEICER STORAGE TANKS
FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL NOT TO EXCEED $92,376.56)

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and National Intergovernmental Purchasing Alliance (Sourcewell), the County of DuPage will contract with VariTech Industries; and

WHEREAS, the Transportation Committee recommends County Board approval for the issuance of a contract to VariTech Industries, from January 24, 2024 through November 30, 2024, to furnish and deliver four (4) 12,500-gallon Deicer Storage Tanks for the Division of Transportation.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver four (4) 12,500-gallon Deicer Storage Tanks for the Division of Transportation, is hereby approved for issuance to VariTech Industries, 501 E. Cliff Road, Burnsville, MN, 55337, for a contract total not to exceed $92,376.56. Per Sourcewell Contract #031423.

Enacted and approved this 23rd day of January, 2024 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 #: Sourcewell #031423	INITIAL TERM WITH RENEWALS: 1 YR + 1 X 1 YR TERM PERIOD	INITIAL TERM TOTAL COST: $92,376.56
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 01/16/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: $92,376.56
	CURRENT TERM TOTAL COST: $92,376.56	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		*Department Information*	
VENDOR: VariTech Industries	VENDOR #: 28750	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Jason Zeppelin	VENDOR CONTACT PHONE: 320-759-7309	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupagecounty.gov
VENDOR CONTACT EMAIL: jzeppelin@varitech-industries.com	VENDOR WEBSITE:	DEPT REQ #: 24-1500-02	

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.).

DOT is requesting a purchase order to VariTech Industries, to furnish and deliver four (4) 12,500 gallon Deicer Storage Tanks, for a contract total not to exceed $92,376.56, per Sourcewell Contract #031423.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished

This purchase will allow DOT to store Anti-Icing and De-icing liquids used in the treatment of roadways during winter weather operations. Liquid deicers help to reduce the amount of salt used on our roadways which in turn benefits the environment. This purchase will replace 3 tanks that have reached the end of their useful life, and will add an additional tank to our inventory.

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

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. CUSTOMER SERVICE
SOURCE SELECTION	Describe method used to select source. This contract was setup using the cooperative Sourcewell Contract #031423.
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. DOT staff recommends issuing a purchase order to VariTech, using Sourcewell Contract #031423. 2. The Sourcewell Cooperative has proven to be a cost savings over going out to bid.

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: VariTech Industries	Vendor#: 28750	Dept: Division of Transportation	Division: Accounts Payable
Attn: Jason Zeppelin	Email: jzeppelin@varitech-industries.com	Attn: Kathy Curcio	Email: DOTFinance@dupagecounty.gov
Address: 501 E. Cliff Road	City: Burnsville	Address: 421 N. County Farm Road	City: Wheaton
State: MN	Zip: 55337	State: IL	Zip: 60187
Phone: 320-759-7309	Fax:	Phone: 630-407-6892	Fax:
Send Payments To:		*Ship to:*	
Vendor: VariTech Industries	Vendor#: 28750	Dept: Division of Transportation	Division: Highway Maintenance
Attn:	Email:	Attn: David Koehler	Email: david.koehler@dupagecounty.gov
Address: 501 E. Cliff Road	City: Burnsville	Address: 140 N. County Farm Road	City: Wheaton
State: MN	Zip: 55337	State: IL	Zip: 60187
Phone: 320-759-7309	Fax:	Phone: 630-407-6926	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jan 24, 2024	Contract End Date (PO25): Nov 30, 2024
Contract Administrator (PO25): Roula Eikosidekas			

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	1169001-SNY	(4) 12500 Deicer Tanks & Parts	FY24	1500	3510	54130		92,376.56	92,376.56
FY is required, assure the correct FY is selected.										Requisition Total	$ 92,376.56

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. To furnish and deliver four (4) 12,500 gallon Deicer Tank for the DOT.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Email Approved PO to: Jason Zeppelin, Jason Walsh, David Koehler and Mike Figuray.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. see above.
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

Sales Quotation

VariTech Industries Inc.
A subsidiary of FORCE America, Inc.
501 East Cliff Road
Burnsville, MN 55337
(952) 707-1300

QUOTE
QT060-1022107-8
DATE
12/8/2023
PAGE
2 OF 4

SOLD TO
001280
Dupage County Div Of Trans
180 N County Farm Road
Wheaton IL 60187
USA

SHIP TO
2594
Dupage County Div Of Trans
180 N County Farm Road
Wheaton IL 60187
USA

Expiration Date: 12/8/2023
Customer Ref.: 12,500 VST
Customer P/O:
Customer Contact:
Payment Terms: Net 30 Days
Sales Rep: Taylor, Michael C
F.O.B.: Alexandria, MN

Ship From: **VariTech Industries Inc**
Site 160
4115 Minnesota Street
Alexandria MN 56308-3328
USA

NOTES

Sourcewell Contract# 031423-VAR

	PRODUCT / DESCRIPTION	QTY	U/M	PRICE	EXTENSION
1	**1169001** SNY 12500 Gal 142" D x 198" H Deicer Tank 3" Bulkhead *SNY-VST-12500-Deicer Tank*	4	EA	19,500.00	78,000.00
2	**1104464** ***Rev. A*** 3"FTH SS Bolted Tank FTG EPDM Gasket *SNY TAN-300BOLT-SS*	8	EA	325.00	2,600.00
3	**1104133** ***Rev. A*** SNY TAN-300siphon-FT *341149*	4	EA	225.00	900.00
4	**1193988** 18" Mushroom Vent Assy with Mesh Screen, No Fitting Required *SNY TAN-MUSHROOMVENT-18*	4	EA	375.00	1,500.00
5	**1109656** Sight gage Assembly includes 2-3/4 fittings, 2- 3/4 nipples, 2- hose barbs and clamps, flex tube and EPDM gaskets SNY 34700198 *NPN*	4	EA	242.00	968.00
6	**1109656** 3/4 valve for sight gauge assembly. includes valve, nipple, and EPDM "O" rings. SNY 34700207 *NPN*	4	EA	119.00	476.00
7	**1024139** 3" Mth X Fth 90 Pp Street Elbow *NPNX224*	4	EA	65.00	260.00
8	**1064376** 2" Fcam X 2" Hb Pp Female Camlock Adapter *LDS 1245X001*	28	EA	20.82	582.96

Continued

VariTech Industries Inc.
A subsidiary of FORCE America, Inc.
501 East Cliff Road
Burnsville, MN 55337
(952) 707-1300

Sales Quotation

QUOTE #: QT060-1022107-8
CUSTOMER: 001280
DATE: 12/8/2023

	PRODUCT / DESCRIPTION	QTY	U/M	PRICE	EXTENSION
9	**1100598** ***Rev. A*** 3" MTH X 2" MTH RN *3" MTH X 2" MTH RN*	8	EA	11.20	89.60
10	**1100020** ***Rev. A*** Freight Charges for total order. *FR-EST*	4	EA	1,750.00	7,000.00

****
Prices Are Not Guaranteed And Are Subject To Change
Lead Times & Delivery Dates Are Based Upon Current Information And Are Subject to Change
Unless Otherwise Noted, Prices Do Not Include Freight
****

Accepted By: _____

Date: _____

MERCHANDISE TOTAL:	$92,376.56
MISC CHARGE:	$0.00
TAX:	$0.00
QUOTE TOTAL:	**$92,376.56**

Questions about your order? Contact us by phone at 888-208-0686 or email us at sales@varitech-industries.com

DocuSign Envelope ID: B154D867-62B4-4723-B213-0D66B990E6DD

Solicitation Number: RFP #031423

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and VariTech Industries, Inc., 4115 Minnesota Street, Alexandria, MN 56308 (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 Salt, Brine, and Anti-Icing or De-Icing Agents, and Brine Production and Storage Systems 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 May 30, 2027, 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.

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: 12/11/23

Bid/Contract/PO #:

Company Name:	VariTech Industries	Company Contact:	Jason Zeppelin
Contact Phone:	320-759-7309	Contact Email:	jzeppelin@varitech-industries.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: Signature on File

Printed Name: Matthew Loeffler

Title: VP of Products & Engineering

Date: 12-11-2023

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 #: DT-P-0003-24 **Agenda Date:** 1/16/2024 **Agenda #:** 7.F.3.

AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND ALFRED BENESCH & COMPANY
PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES
GENEVA ROAD BRIDGE OVER THE WEST BRANCH DUPAGE RIVER
SECTION 18-00206-10-BR
(CONTRACT TOTAL NOT TO EXCEED $863,321.00;
COUNTY TO BE REIMBURSED UP TO $560,000.00)

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 Construction Engineering Services for improvements at Geneva Road bridge over the West Branch of the DuPage River, Section 18-00206-10-BR; and

WHEREAS, Alfred Benesch & Company (hereinafter CONSULTANT) has experience and expertise in this area and is in the business of providing such Professional Construction Engineering Services, and is willing to perform the required services for an amount not to exceed $863,321.00; 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 Purchasing Ordinance; and

WHEREAS, the Transportation Committee has reviewed and recommends approval of the attached Agreement at the specified amount, for a contract period of January 23,2024 through November 30, 2026.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Agreement between the County of DuPage and Alfred Benesch & Company be hereby accepted and approved for a contract total not to exceed $863,321.00 and that the Chair of the DuPage County Board is hereby authorized and directed to execute the attached Agreement on behalf of the COUNTY and the DuPage County Clerk is hereby authorized to attest thereto; 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 (bond) 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 seven (7) original copies of the Resolution and AGREEMENT be sent to the STATE, by and through the DuPage County Division of Transportation.

Enacted and approved this 23rd day of January, 2024 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

Illinois Department of Transportation

Local Public Agency
Engineering Services Agreement

Using Federal Funds? ☒ Yes ☐ No

Agreement For: Federal CE

Agreement Type: Original

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
DuPage County	DuPage	18-00206-10-BR	C-91-312-19

Project Number	Contact Name	Phone Number	Email
T7SU(571)	William C. Eidson, PE	(630) 407-6900	william.eidson@dupagecounty.gov

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Geneva Road	FAU 1397 (CH 21)	0.22 mi	022-3093

Location Termini: over West Branch DuPage River

Add Location / Remove Location

Project Description: Geneva Road over West DuPage River bridge replacement

Engineering Funding: ☒ Federal ☐ MFT/TBP ☐ State ☐ Other

Anticipated Construction Funding: ☒ Federal ☐ MFT/TBP ☐ State ☐ Other

AGREEMENT FOR

☒ Phase III - Construction Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
Alfred Benesch & Company	David Cuthbertson	(773) 908-7546	dcuthbertson@benesch.com

Address	City	State	Zip Code
35 West Wacker Drive, Suite 3300	Chicago	IL	60601

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge	A full time LPA employee authorized to administer inherently governmental PROJECT activities
Contractor	Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

☒ EXHIBIT A: Scope of Services

☒ EXHIBIT B: Project Schedule

☒ EXHIBIT C: Qualification Based Selection (QBS) Checklist

☒ EXHIBIT D: Cost Estimate of Consultant Services (CECS) Worksheet (BLR 05513 or BLR 05514)

☒ BC 775 and BC 776

☐ _____

☐ _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Construction Engineering Contracts:
    (a) The ENGINEER shall be prequalified with the STATE in Construction Inspection. All employees of the ENGINEER serving as the onsite resident construction supervisor or providing construction inspection shall have a valid Documentation of Contract Quantities certification.
    (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials. "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
    (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit C is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
    (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
    (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. To pay the ENGINEER:

(a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.

(b) Final Payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by LPA and DEPARTMENT, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

5. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

☐ Lump Sum

☐ Specific Rate

☒ Cost plus Fixed Fee:

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,
DC is the total Direct Cost,
OH is the firm's overhead rate applied to their DL and
FF is the Fixed Fee.

Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

Field Office Overhead Rates: Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds $1,000,000 for any project duration.

6. The recipient shall not discriminate on the basis of race, color, national original or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department 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.).

III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT, the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARMTENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

   The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

5. In the event that the DEPARMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.

6. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.

7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

8. The ENGINEER and LPA certify that their respective firm or agency:

   (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
   (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
   (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
   (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
   (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
   (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
   (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

   Where the ENGINEER or LPA is unable to certify to any of the above statements in this certification, an explanation shall be attached to this AGREEMENT.

9. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes include but are not limited to: acts of God or a public enemy; act of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

   If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

10. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited or suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

    For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of $5,000 or more from the DEPARTMENT, as defined the Act.

    The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

    (a) Publishing a statement:

        (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.

        (2) Specifying actions that will be taken against employees for violations of such prohibition.

        (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

            (a) abide by the terms of the statement; and
            (b) notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than (5) days after such conviction.

    (b) Establishing a drug free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;
(2) The grantee's or contractor's policy to maintain a drug free workplace;
(3) Any available drug counseling, rehabilitation and employee assistance program; and
(4) The penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future project. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).

12. For Construction Engineering Contracts:

(a) That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.

(b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

(c) That any difference between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

(d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.

(e) Inspection of all materials when inspection is not provided by the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Alfred Benesch & Company	36-2407363	$808,670.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Material Solutions Laboratory		$54,651.00
	Subconsultant Total	$54,651.00
	Prime Consultant Total	$808,670.00
	Total for all work	$863,321.00

AGREEMENT SIGNATURES

Attest: The Local Public Agency Type: County of Local Public Agency: DuPage County

By (Signature & Date)

By (Signature & Date)

Local Public Agency: DuPage County

Local Public Agency Type: County Clerk

Title: Chair, DuPage County Board

(SEAL)

Executed by the ENGINEER:

Attest: Prime Consultant (Firm) Name: Alfred Benesch & Company

By (Signature & Date)

By (Signature & Date)

Title

Title

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
DuPage County	Alfred Benesch & Company	DuPage	18-00206-10-BR

EXHIBIT A
SCOPE OF SERVICES

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

PRE-CONSTRUCTION PHASE AND ADVANCED UTILITY COORDINATION

1. Review contract documents including plans, specifications and estimates provided by DuPage County.
2. Review and document existing site conditions prior to construction.
3. Review project permits.
4. Verify available survey data and existing control points. Perform preconstruction survey of existing conditions.
5. Attend utility coordination meetings and prepare meeting minutes.
6. Review utility relocation plans and spot check utility relocation field activities.
7. Develop material testing guidelines and procedures.
8. Review Illinois Department of Transportation (IDOT) construction checklists
9. Attend IDOT pre-construction meeting.
10. Coordinate and attend project kick-off meeting with DuPage County to discuss project commitments and County expectations.

CONSTRUCTION PHASE

1. Provide construction observation to verify that the construction of the project is in substantial compliance with the approved contract documents.
2. Maintain a project diary and quantity book. It is anticipated that IDOT's CMMS construction management program will be used.
3. Prepare and distribute weekly progress reports.
4. Chair regular construction progress meetings on a schedule agreed upon by DuPage County, IDOT and the Contractor. Prepare and distribute meeting minutes.
5. Make regular inspections of traffic control and erosion control measures. Prepare and submit inspection reports in a timely manner and oversee any needed corrective action.
6. Advise DuPage County in a timely manner of any changes or conditions that impact the project schedule or budget.
7. Provide materials Quality Assurance inspections and verify that the Contractor's Quality Control activities are in accordance with the approved QC Plan for concrete and bituminous items.
8. Review other construction materials for compliance with the contract documents and make all necessary submittals to the IDOT Bureau of Materials.
9. Review and return comments or recommend approval of Contractor submittals.
10. Prepare and maintain project files in accordance with IDOT's Documentation of Contract Quantities procedures and Construction Inspector's Checklist for Contract Administration.
11. Make detailed field notes, measurements, surveys and calculations documenting Contractor field activities. All field documentation will be in accordance with IDOT's Documentation of Contract Quantities standards.
12. Evaluate and coordinate contract change orders with DuPage County. Prepare necessary change order documentation and process through IDOT.
13. Review contract quantities with the Contractor and prepare regular (at least monthly) progress pay estimates.
14. Verify Contractor layout stakes and perform surveys as needed throughout the project for preparation of record drawings.
15. Develop working punch list and provide copies to DuPage County and the Contractor. Oversee completion of punch list work.
16. Coordinate with property owners regarding impacts to adjacent properties during construction. Address resident questions and concerns. Immediately inform DuPage County of an issues regarding the public that

cannot be resolved to the satisfaction of all parties in the field.
17. Schedule final inspection with Contractor and DuPage County
18. Coordinate traffic signal maintenance transfers and inspections with DuPage County, IDOT and the municipality.

POST CONSTRUCTION PHASE

1. Oversee punch list work
2. Finalize contract quantities and obtain agreement to quantities with the Contractor.
3. Prepare and submit final documentation to DuPage County and IDOT.
4. Prepare and submit a final pay estimate.
5. Provide cost share information in accordance with agreements
6. Prepare and submit record drawings to DuPage County.

STAFFING AND EQUIPMENT

Benesch will provide all necessary equipment and tools of the trade to fulfill the scope of work described herein including vehicles, cell phones, computers, survey equipment, measurement tools and person safety equipment. The following staff will be provided as detailed in the IDOT Construction Engineering Services Agreement, form BLR 05514.

1. Project Manager
2. Resident Engineer
3. Construction Inspector
4. Surveyor
5. Materials Testing Technician

ASSUMPTIONS AND EXCLUSIONS

1. It is assumed that the Contractor will work a 5 day per week, single shift schedule with some reasonable overtime. Oversite of overtime work due to contract acceleration or extra work not required to fulfill the intent of the original contract is excluded.
2. Construction layout staking is not included in the scope or work. According to the contract, the Contractor will provide their own layout staking. Benesch will spot check Contractor layout to verify accuracy.
3. is not responsible for Contractor means, methods or schedules. However, Benesch will make recommendations to the Contractor and DuPage County for improving productivity and quality of the work where appropriate.
4. is not responsible for Contractor or overall site safety. However, perceived threats to the safety of crews or the public will be addressed immediately.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
DuPage County	Alfred Benesch & Company	DuPage	18-00206-10-BR

EXHIBIT B
PROJECT SCHEDULE

Anticipated IDOT letting 03/08/2024
Anticipated construction contract award 03/2024
Construction contract execution 03/2024
Anticipated pre-construction meeting 04/2024
Anticipated start of construction 05/2024
Anticipated completion date 11/2025

Phase III (Construction Engineering)
Scope of Services

Project Name: **Geneva Road Bridge Reconstruction**
Section No.: **18-00206-10-BR**
Project No.: **T7SU(571)**
IDOT Contract No.: **61J30**

PRE-CONSTRUCTION PHASE AND ADVANCED UTILITY COORDINATION

1. Review contract documents including plans, specifications and estimates provided by DuPage County.
2. Review and document existing site conditions prior to construction.
3. Review project permits.
4. Verify available survey data and existing control points. Perform preconstruction survey of existing conditions.
5. Attend utility coordination meetings and prepare meeting minutes.
6. Review utility relocation plans and spot check utility relocation field activities.
7. Develop material testing guidelines and procedures.
8. Review Illinois Department of Transportation (IDOT) construction checklists
9. Attend IDOT pre-construction meeting.
10. Coordinate and attend project kick-off meeting with DuPage County to discuss project commitments and County expectations.

CONSTRUCTION PHASE

1. Provide construction observation to verify that the construction of the project is in substantial compliance with the approved contract documents.
2. Maintain a project diary and quantity book. It is anticipated that lDOT's CMMS construction management program will be used.
3. Prepare and distribute weekly progress reports.
4. Chair regular construction progress meetings on a schedule agreed upon by DuPage County, IDOT and the Contractor. Prepare and distribute meeting minutes.
5. Make regular inspections of traffic control and erosion control measures. Prepare and submit inspection reports in a timely manner and oversee any needed corrective action.
6. Advise DuPage County in a timely manner of any changes or conditions that impact the project schedule or budget.
7. Provide materials Quality Assurance inspections and verify that the Contractor's Quality Control activities are in accordance with the approved QC Plan for concrete and bituminous items.
8. Review other construction materials for compliance with the contract documents and make all necessary submittals to the IDOT Bureau of Materials.
9. Review and return comments or recommend approval of Contractor submittals.
10. Prepare and maintain project files in accordance with lDOT's Documentation of Contract Quantities procedures and Construction Inspector's Checklist for Contract Administration.

11. Make detailed field notes, measurements, surveys and calculations documenting Contractor field activities. All field documentation will be in accordance with IDOT's Documentation of Contract Quantities standards.
12. Evaluate and coordinate contract change orders with DuPage County. Prepare necessary change order documentation and process through IDOT.
13. Review contract quantities with the Contractor and prepare regular (at least monthly) progress pay estimates.
14. Verify Contractor layout stakes and perform surveys as needed throughout the project for preparation of record drawings.
15. Develop working punch list and provide copies to DuPage County and the Contractor. Oversee completion of punch list work.
16. Coordinate with property owners regarding impacts to adjacent properties during construction. Address resident questions and concerns. Immediately inform DuPage County of an issues regarding the public that cannot be resolved to the satisfaction of all parties in the field.
17. Schedule final inspection with Contractor and DuPage County
18. Coordinate traffic signal maintenance transfers and inspections with DuPage County, IDOT and the **municipality.**

POST CONSTRUCTION PHASE

1. Oversee punch list work
2. Finalize contract quantities and obtain agreement to quantities with the Contractor.
3. Prepare and submit final documentation to DuPage County and IDOT.
4. Prepare and submit a final pay estimate.
5. Provide cost share information in accordance with agreements
6. Prepare and submit record drawings to DuPage County.

STAFFING AND EQUIPMENT

Benesch will provide all necessary equipment and tools of the trade to fulfill the scope of work described herein including vehicles, cell phones, computers, survey equipment, measurement tools and person safety equipment. The following staff will be provided as detailed in the IDOT Construction Engineering Services Agreement, form BLR05611.

1. Project Manager
2. Resident Engineer
3. Construction Inspector
4. Surveyor
5. Materials Testing Technician

ASSUMPTIONS AND EXCLUSIONS

1. It is assumed that the Contractor will work a 5 day per week, single shift schedule with some reasonable overtime. Oversite of overtime work due to contract acceleration or extra work not required to fulfill the intent of the original contract is excluded.
2. Construction layout staking is not included in the scope or work. According to the contract, the Contractor will provide their own layout staking. Benesch will spot check Contractor layout to verify accuracy.
3. is not responsible for Contractor means, methods or schedules. However, Benesch will make recommendations to the Contractor and DuPage County for improving productivity and quality of the work where appropriate.
4. is not responsible for Contractor or overall site safety. However, perceived threats to the safety of crews or the public will be addressed immediately.

CONSTRUCTION ENGINEERING SERVICES

DuPage County DOT - Geneva Road Bridge Reconstruction

Section No. 18-00206-10-BR

CH 21

Benesch

		Pre-Construction			Construction													Post Construction				
	Average Project										2024	2025										Total
Position	Hrly. Rate	14-Apr-24	12-May	9-Jun	7-Jul	4-Aug	1-Sep	29-Sep	27-Oct	24-Nov	22-Dec	19-Jan	16-Feb	16-Mar-25	13-Apr-25	11-May	8-Jun	6-Jul	3-Aug	31-Aug	28-Sep	Manhours
Project Principle	$78.00																					0
Senior Project Manager	$77.57	5	5	8	8	8	8	7	6	6	6	5	5	5	5	5	2					94
Resident Project Manager II	$66.63	10	160	160	180	180	180	180	160	160	160	160	160	100	100	100	30	30	30	14		2254
Construction Rep II	$41.23			160	190	190	190	190	190	190	160	160	100									1720
Technical Manager - Structures	$60.00	8	8	8	5	5	5	5	5	5						5						59
Senior Surveyor	$60.10		5	5	5	5	5	5	5	5					5							45
Senior Party Chief	$45.30	40	40	40	40	40	40	40	40	40					40							400
Vehicle Days		8	27	47	53	53	53	53	53	52	40	40	33	13	19	14	4	4	4	2	0	4572

Total Vehicle Days: 572

Material Solutions Laboratory

		Pre-Construction			Construction													Post Construction				
	Average Project								2023	2024												Total
Position	Hrly. Rate	14-Apr-24	12-May	9-Jun	7-Jul	4-Aug	1-Sep	29-Sep	27-Oct	24-Nov	22-Dec	19-Jan	16-Feb	16-Mar	13-Apr	11-May	8-Jun	6-Jul	3-Aug	31-Aug	28-Sep	Manhours
Project Executive	$78.00																					0
Project Manager	$64.08			5	5	5	5	5	5	5	5					5						45
Level II Technician	$49.00			20	20	20	30	30	30	20	20					10						200
Level II Technician - Shop Fab	$38.49		8		8																	16
Administrative Assistant II	$17.13																					0
																						0
Vehicle Days		0	1	3	4	3	4	4	4	3	3	0	0	0	0	2	0	0	0	0	0	261

Total Vehicle Days: 31

Totals		63	226	406	461	453	463	462	441	431	351	325	265	105	150	125	32	30	30	14	0	4833
Cumulative Totals		63	289	695	1156	1609	2072	2534	2975	3406	3757	4082	4347	4452	4602	4727	4759	4789	4819	4833	4833	

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
DuPage County	Alfred Benesch & Company	DuPage	18-00206-10-BR

Exhibit C
Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☐ Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	☐	☒
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	☐	☒
3	Was the scope of services for this project clearly defined?	☐	☒
4	Was public notice given for this project?	☐	☒

If yes Due date of submittal 09/15/22

Method(s) used for advertisement and dates of advertisement

DuPage County Website posted 09/01/22 to 09/15/22

5	Do the written QBS policies and procedures cover conflicts of interest?	☐	☒
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	☐	☒
7	Do the written QBS policies and procedures discuss the methods of evaluation?	☐	☒

Project Criteria	Weighting
Technical Approach & Key Considerations	25%
Staffing Organization & Key Staff Capabilities	25%
Firm Experience with Similar Projects	20%
Experience Coordinating Projects with Multiple Agencies	20%
Strategies to Ensure Timely Completion	10%

8	Do the written QBS policies and procedures discuss the method of selection?	☐	☒

Selection committee (titles) for this project

County Engineer, Assistant County Engineer, Senior Project Manager

	Top three consultants ranked for this project in order
1	Alfred Benesch
2	Stantec
3	Michael Baker

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	☐	☒
10	Were negotiations for this project performed in accordance with federal requirements.	☐	☒
11	Were acceptable costs for this project verified?	☐	☒
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	☐	☒
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	☐	☒
14	QBS according to State requirements used?	☐	☒
15	Existing relationship used in lieu of QBS process?	☒	☐

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
DuPage County	Alfred Benesch & Company	DuPage	18-00206-10-BR

16	LPA is a home rule community (Exempt from QBS).	☒	☐

EXHIBIT C

DUPAGE COUNTY DIVISION OF TRANSPORTATION
Consultant Employee Rate Listing

CONSULTANT: **Alfred Benesch & Company**

PROJECT: **Geneva Road over the West Branch of DuPage River Bridge Reconstruction**

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Project Principal	$78.00	$86.00	
Senior Project Manager	$77.00	$86.00	
Senior Resident Project Manager	$75.00	$86.00	
Resident Project Manager II	$66.00	$86.00	
Resident Project Manager I	$57.00	$86.00	
Construction Representative III	$45.00	$86.00	
Construction Representative II	$41.00	$86.00	
Construction Representative I	$37.00	$86.00	
Senior Surveyor	$60.00	$86.00	
Senior Party Chief	$45.00	$86.00	
Survey Assistant	$26.00	$86.00	
Construction Manager II	$61.00	$86.00	
Construction Manager I	$51.00	$86.00	
Project Engineer II	$53.00	$86.00	
Project Engineer I	$43.00	$86.00	
Intern	$25.00	$86.00	
Technical Manager I	$58.00	$86.00	
Technical Manager II	$62.00	$86.00	

Note: Maximum rate shall not exceed $86.00 per hour.

Signature of Authorized Agent for CONSULTANT: Signature on File Date: 4/14/23

Signature

DAVID A. CUTHBERTSON

Print Name

Approved By COUNTY: Signature on File Date: 1/3/2024

Yifang Lu, Chief Highway Engineer

EXHIBIT C

DUPAGE COUNTY DIVISION OF TRANSPORTATION
Consultant Employee Rate Listing

CONSULTANT: Material Solutions Laboratory Corporation

PROJECT: Geneva Road Over West Branch DuPage River Bridge Replacement

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Senior Project Manager	$70.00	$85.00	
Material QA Technician	$40.00	$60.00	
Project Manager	$35.00	$45.00	
Pick-Up Technician	$30.00	$40.00	

Note: Maximum rate shall not exceed $86.00 per hour.

Signature of Authorized Agent for CONSULTANT: Signature on File
Signature

Date: 3/22/2023

Daniel Tiltges
Print Name

Approved By COUNTY: Signature on File
Yifang Lu, Chief Highway Engineer

Date: 1/3/2024

Exhibit C Notes

1. The Classification represents a position within the CONSULTANT'S operation that is filled by one or more personnel that have similar duties and responsibilities.

2. This Exhibit should include all classifications that *might be* involved with the project. This avoids your resubmittal and the need to go through the approval process again.

3. Minimum rate is the lowest rate being paid to personnel for a particular classification (rounded down to nearest $ amount).

4. Maximum rate is the top rate being paid to personnel for a particular classification taking into account employee raises within contract period (rounded up to nearest dollar amount).

5. Revisions to Exhibit C shall be limited to adjustments requested by the CONSULTANT to the hourly rate ranges and additions or deletions to position classifications approved by the COUNTY provided the adjustment(s) do not exceed the total compensation as stated in the AGREEMENT.

Local Public Agency	County	Section Number
Copunty of DuPage	DuPage	18-00206-10-BR

Prime Consultant (Firm) Name	Prepared By	Date
Alfred Benesch & Company	David Cuthbertson	3/30/2023

Consultant / Subconsultant Name	Job Number
Alfred Benesch & Company	C-91-312-19

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	30	MONTHS	OVERHEAD RATE	166.09%
START DATE	4/1/2024		COMPLEXITY FACTOR	0
RAISE DATE	1/15/2025		% OF RAISE	2.00%
END DATE	9/30/2026			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	4/1/2024	1/15/2025	10	33.33%
1	1/16/2025	1/15/2026	12	40.80%
2	1/16/2026	9/15/2026	8	27.74%

The total escalation = 1.88%

Local Public Agency	County	Section Number
Copunty of DuPage	DuPage	18-00206-10-BR

Consultant / Subconsultant Name	Job Number
Alfred Benesch & Company	C-91-312-19

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	1.88%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Project Principal	$78.00	$79.46
Senior Project Manager	$77.57	$79.03
Resident Project Manager II	$66.63	$67.88
Construction Representative II	$41.23	$42.00
Senior Surveyor	$60.10	$61.23
Senior Party Chief	$45.30	$46.15
Technical Manager I	$58.33	$59.43
Survey Assistant	$26.00	$26.49
Intern	$25.00	$25.47
Senior Resident Project Manager	$75.00	$76.41
Construction Representative III	$45.60	$46.46
Construction Representative I	$37.50	$38.20
Construction Manager II	$61.90	$63.06
Construction Manager I	$51.00	$51.96
Project Engineer II	$53.30	$54.30
Project Engineer I	$43.50	$44.32
Technical Manager II	$62.50	$63.67

Local Public Agency	County	Section Number
Copunty of DuPage	DuPage	18-00206-10-BR

Consultant / Subconsultant Name	Job Number
Alfred Benesch & Company	C-91-312-19

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total	Contribution to Prime Consultant
Material Solutions Laboratory	13,055.00	1,305.50

Local Public Agency
Copunty of DuPage

County
DuPage

Section Number
18-00206-10-BR

Consultant / Subconsultant Name
Alfred Benesch & Company

Job Number
C-91-312-19

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			$0.00
Vehicle Owned or Leased	$32.50/half day (4 hours or less) or $65/full day	572	$65.00	$37,180.00
Vehicle Rental	Actual Cost (Up to $55/day)			$0.00
Tolls	Actual Cost			$0.00
Parking	Actual Cost			$0.00
Overtime	Premium portion (Submit supporting documentation)	25	$13.00	$325.00
Shift Differential	Actual Cost (Based on firm's policy)			$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			$0.00
Project Specific Insurance	Actual Cost			$0.00
Monuments (Permanent)	Actual Cost			$0.00
Photo Processing	Actual Cost			$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			$0.00
CADD	Actual Cost (Max $15/hour)			$0.00
Web Site	Actual Cost (Submit supporting documentation)			$0.00
Advertisements	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			$0.00
Recording Fees	Actual Cost			$0.00
Transcriptions (specific to project)	Actual Cost			$0.00
Courthouse Fees	Actual Cost			$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Utliity Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Testing of Soil Samples	Actual Cost			$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
				$0.00
				$0.00
				$0.00
				$0.00
	TOTAL DIRECT COSTS:			**$37,505.00**

Alfred Benesch & Company
35 West Wacker Drive, Suite 3300
Chicago, IL 60601-1739
www.benesch.com
P 312-565-0450
F 312-565-2497

March 30, 2023

Mr. William Eidson, P.E.
Assistant County Engineer
DuPage County Division of Transportation
421 N. County Farm Road
Wheaton, Illinois 60187

Subject: **Geneva Road Bridge Reconstruction – Overtime, Premium Portion**

Dear Mr. Eidson:

The 25 hours of overtime shown on form BDE 436 and on the CECS form BLR 5514 are estimated hours for work performed outside of the regular hours on a weekday or for anticipated work on the weekends. Overtime hours apply to the classification, Survey Assistant.

If you have any questions concerning this matter, you may contact me at (773) 908-7546.

Sincerely,

Alfred Benesch & Company

Signature on File

David A. Cuthbertson, P.E.
Senior Project Manager, Vice President

Local Public Agency
Copunty of DuPage

County
DuPage

Section Number
18-00206-10-BR

Consultant / Subconsultant Name
Alfred Benesch & Company

Job Number
C-91-312-19

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 166.09%

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Pre-Construction	1,950	662	38,120	63,314	12,580		114,014	13.21%
Construction	29,185	3831	213,951	355,351	70,604	54,651	694,557	80.45%
Post-Construction	6,370	79	5,329	8,851	1,759		15,939	1.85%
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Subconsultant DL							$1,305.50	0.15%
Direct Costs Total ===>	$37,505.00						$37,505.00	4.34%
TOTALS		4572	257,400	427,516	84,943	54,651	863,321	100.00%

684,916

Local Public Agency
Copunty of DuPage

County
DuPage

Section Number
18-00206-10-BR

Consultant / Subconsultant Name
Alfred Benesch & Company

Job Number
C-91-312-19

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Pre-Construction			Construction			Post-Construction								
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Project Principal	79.46	0.0																	
Senior Project Manager	79.03	94.0	2.06%	1.62	18	2.72%	2.15	76	1.98%	1.57									
Resident Project Manager II	67.88	2,254.0	49.30%	33.47	330	49.85%	33.84	1850	48.29%	32.78	74	93.67%	63.58						
Construction Representative II	42.00	1,720.0	37.62%	15.80	160	24.17%	10.15	1560	40.72%	17.10									
Senior Surveyor	61.23	45.0	0.98%	0.60	10	1.51%	0.92	30	0.78%	0.48	5	6.33%	3.88						
Senior Party Chief	46.15	400.0	8.75%	4.04	120	18.13%	8.37	280	7.31%	3.37									
Technical Manager I	59.43	59.0	1.29%	0.77	24	3.63%	2.15	35	0.91%	0.54									
Survey Assistant	26.49	0.0																	
Intern	25.47	0.0																	
Senior Resident Project Manager	76.41	0.0																	
Construction Representative III	46.46	0.0																	
Construction Representative I	38.20	0.0																	
Construction Manager II	63.06	0.0																	
Construction Manager I	51.96	0.0																	
Project Engineer II	54.30	0.0																	
Project Engineer I	44.32	0.0																	
Technical Manager II	63.67	0.0																	
		0.0																	
		0.0																	
		0.0																	
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TOTALS		4572.0	100%	$56.30	662.0	100.00%	$57.58	3831.0	100%	$55.85	79.0	100%	$67.46	0.0	0%	$0.00	0.0	0%	$0.00

Illinois Department of Transportation

EXHIBIT D

COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ANNIVERSARY RAISE

Local Public Agency	County	Section Number
County of DuPage	DuPage	18-00206-10-BR

Prime Consultant (Firm) Name	Prepared By	Date
Alfred Benesch & Company	Mike Boyle	1/3/2024

Consultant / Subconsultant Name	Job Number
Material Solutions Laboratory Corp.	C-91-312-19

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	30	MONTHS	OVERHEAD RATE	176.46%
START DATE	4/1/2024		COMPLEXITY FACTOR	0
RAISE DATE	ANNIVERSARY		% OF RAISE	2.00%

ESCALATION PER YEAR

DETERMINE THE MID POINT OF THE AGREEMENT

15

CALCULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT

2.50%

The total escalation for this project would be: **2.50%**

Local Public Agency	County	Section Number
County of DuPage	DuPage	18-00206-10-BR

Consultant / Subconsultant Name	Job Number
Material Solutions Laboratory Corp.	C-91-312-19

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET ANNIVERSARY RAISE

MAXIMUM PAYROLL RATE	**86.00**
ESCALATION FACTOR	**2.50%**

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Sr. Project Manager	$73.90	$75.75
Material QA Technician	$51.84	$53.14
Project Manager	$38.98	$39.95
Pick-Up Technician	$34.07	$34.92

BLR 05513 (Rev. 02/09/23)

Local Public Agency	County	Section Number
County of DuPage	DuPage	18-00206-10-BR
Consultant / Subconsultant Name		**Job Number**
Material Solutions Laboratory Corp.		C-91-312-19

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET ANNIVERSARY RAISE

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			$0.00
Vehicle Owned or Leased	$32.50/half day (4 hours or less) or $65/full day	31	$65.00	$2,015.00
Vehicle Rental	Actual Cost (Up to $55/day)			$0.00
Tolls	Actual Cost			$0.00
Parking	Actual Cost			$0.00
Overtime	Premium portion (Submit supporting documentation)	8	$25.92	$207.36
Shift Differential	Actual Cost (Based on firm's policy)			$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			$0.00
Project Specific Insurance	Actual Cost			$0.00
Monuments (Permanent)	Actual Cost			$0.00
Photo Processing	Actual Cost			$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			$0.00
CADD	Actual Cost (Max $15/hour)			$0.00
Web Site	Actual Cost (Submit supporting documentation)			$0.00
Advertisements	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			$0.00
Recording Fees	Actual Cost			$0.00
Transcriptions (specific to project)	Actual Cost			$0.00
Courthouse Fees	Actual Cost			$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Utliity Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Testing of Soil Samples	Actual Cost			$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Lab Services - PCC Cylinder Breaks (Each)		64	$27.00	$1,728.00
Lab Services-PCC, see BDE 436 (Lump Sum)		1	$8,030.00	$8,030.00
Lab Services-SOIL, see BDE 436 (Lump Sum)		1	$2,270.00	$2,270.00
				$0.00
			TOTAL DIRECT COSTS:	**$14,250.00**

MSL
Material Solutions Laboratory
1040 Bonaventure Dr. Elk Grove Village, IL 60007
O: 847.466.7216 F: 847-285-1712

Mr. David Cuthbertson
Senior Project Manager/Vice President
Alfred Benesch & Company
35 W Wacker Dr #3300
Chicago, IL 60601

RE: DuPage County Project - Geneva Road over West Branch of DuPage River (18-00206-10-BR) - Material Solutions Laboratory Corp. BDE 436 - Technician Overtime Pay

Dear Mr. Cuthbertson,

Per our agreement with Local 150, we are required to pay our union technicians overtime after 8 hours at 1.5 times their hourly rate. For the amount of overtime pay shown on the BDE 436 form, we estimated 4% of the total technician hours would be paid at this rate. This equates to 8 hours of overtime based on a total of 200 technician hours budgeted for this project.

Thank you for the opportunity to work with the Alfred Benesch & Company.

Thank You,

Signature on File

Daniel Tiltges
President

Local Public Agency
County of DuPage

County
DuPage

Section Number
18-00206-10-BR

Consultant / Subconsultant Name
Material Solutions Laboratory Corp.

Job Number
C-91-312-19

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET ANNIVERSARY RAISE

OVERHEAD RATE 176.46%

COMPLEXITY FACTOR 0.00%

TASK	DIRECT COSTS	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Project Management		2	151	267	50		468	0.86%
PCC Testing	2,573	127	6,259	11,045	2,066		19,370	35.44%
HMA Testing	8,562	53	2,645	4,667	873		8,185	14.98%
SOIL/AGG Testing	3,115	79	4,000	7,058	1,320		12,378	22.65%
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Subconsultant DL							$0.00	
Direct Costs Total ===>	$14,250.36						$14,250.36	26.08%
TOTALS		261	13,055	23,037	4,309	-	54,651	100.00%
			36,092					

Local Public Agency
County of DuPage

County
DuPage

Section Number
18-00206-10-BR

Consultant / Subconsultant Name
Material Solutions Laboratory Corp.

Job Number
C-91-312-19

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET ANNIVERSARY RAISE

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Project Management			PCC Testing			HMA Testing			SOIL/AGG Testing					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Sr. Project Manager	75.75	2.0	0.77%	0.58	2	100.00%	75.75												
Material QA Technician	53.14	200.0	76.63%	40.72				96	75.59%	40.17	40	75.47%	40.10	64	81.01%	43.05			
Project Manager	39.95	43.0	16.48%	6.58				15	11.81%	4.72	13	24.53%	9.80	15	18.99%	7.59			
Pick-Up Technician	34.92	16.0	6.13%	2.14				16	12.60%	4.40									
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TOTALS		261.0	100%	$50.02	2.0	100.00%	$75.75	127.0	100%	$49.28	53.0	100%	$49.90	79.0	100%	$50.63	0.0	0%	$0.00

BLR 05513 (Rev. 02/09/23)

ADDENDA #1
TO CONSTRUCTION ENGINEERING SERVICES AGREEMENT
FOR FEDERAL PARTICIPATION

1.0 CONSULTANT'S INSURANCE

1.1 The CONSULTANT shall maintain, at its sole expense, insurance coverage including:

1.1.a **Worker's Compensation Insurance** in the statutory amounts.

1.1.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.

1.1.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.**

1.1.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.**

1.1.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.

1.2 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.

1.3 The coverage limits required under subparagraphs 1.1.c and 1.1.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 1.1.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.

1.4 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 1.0. The COUNTY retains the right to obtain evidence of sub-consultants' insurance coverage at any time.

ADDENDA #2
TO CONSTRUCTION ENGINEERING SERVICES
AGREEMENT FOR FEDERAL PARTICIPATION

If any provisions in this AGREEMENT conflict with this ADDENDA #2, the terms of this ADDENDA #2 shall control.

The ENGINEER acknowledges that this AGREEMENT includes federal participation and upon audit of this AGREEMENT by the STATE, the ENGINEER agrees to be bound by the STATE's audited maximum allowable amount, even if Notice to Proceed, has already been given, and the ENGINEER will not invoice the LA in excess of said amount.

All invoices to the LA shall include a remittance address. Each invoice shall be submitted on IDOT's Bureau of Design & Environment (BDE) invoice form that is applicable to the fee structure of this AGREEMENT or alternative format if agreed to in advance by the LA. Non-exempt employees are eligible for overtime compensation with proof of non-exempt status. Each invoice shall also include information referenced in paragraph 6. of BLR 05611 and 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 ENGINEER shall be required to submit a monthly progress report to the LA even if a monthly invoice is not submitted to the LA.

Procurement Review Comprehensive Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: $863,321.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 01/16/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: $863,321.00
	CURRENT TERM TOTAL COST: $863,321.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		*Department Information*	
VENDOR: Alfred Benesch & Company	VENDOR #: 10752	DEPT: Division of Transportation	DEPT CONTACT NAME: William Eidson
VENDOR CONTACT: David Cuthbertson	VENDOR CONTACT PHONE: 773-908-7546	DEPT CONTACT PHONE #: 6900	DEPT CONTACT EMAIL: william.eidson@dupagecounty.gov
VENDOR CONTACT EMAIL: dcuthbertson@benesch.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.). Professional Construction Engineering Services, Geneva Road bridge over the West Branch DuPage River. Section Number 18-00206-10-BR starting date of January 23, 2024 through November 30, 2026, not to exceed $863,321.00

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
To provide construction engineering services for improvements on Geneva Road at the West Branch of the DuPage River, including complete structure replacement under staged construction, roadway improvements, grading and retaining walls.

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

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. The DOT only selects firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of Interest were sent to firms throughout the industry and responses were received from 26 firms qualified to perform this work. Based on the review of the Statements of Interest, 3 firms were shortlisted and requested to submit a Statement of Qualification. The DOT reviewed each submittal taking into consideration the firm's understanding of the project, strategies to ensure timely completion of the project, experience on similar projects, and experience of key personnel. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by Alfred Benesch & Company is qualified and has the staff available to perform the work on behalf of the County.
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 a contract to Alfred Benesch & Company. This is the recommended option. 2. Contract with another firm. Not recommended due to staff's determination that Alfred Benesch & Company is the most qualified. 3. Do not award a contract. Not recommended as the DOT does not possess the staff resources to perform this work and must contract for these services.

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: Do Not Send to Vendor	Vendor#:	Dept: Division of Transportation	Division: Finance
Attn:	Email:	Attn: DOT Finance	Email: DOTFinance@dupagecounty.gov
Address:	City:	Address: 421 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-6900	Fax: 630-407-6901
Send Payments To:		*Ship to:*	
Vendor: Alfred Benesch & Company	Vendor#: 10752	Dept:	Division:
Attn:	Email: payments@benesch.com	Attn:	Email:
Address: 35 West Wacker Drive	City: Chicago	Address:	City:
State: IL	Zip: 60601	State:	Zip:
Phone: 773-908-7546	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jan 23, 2024	Contract End Date (PO25): Nov 30, 2026
Contract Administrator (PO25): Kathleen Black Curcio			

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		18-00206-10-BR	FY24	1500	3550	54040	GENEVA RD BR WB	500,000.00	500,000.00
2	1	EA		18-00206-10-BR	FY25	1500	3550	54040	GENEVA RD BR WB	300,000.00	300,000.00
3	1	EA		18-00206-10-BR	FY26	1500	3550	54040	GENEVA RD BR WB	63,321.00	63,321.00

FY is required, assure the correct FY is selected. Requisition Total $ 863,321.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Professional Construction Engineering Services, Geneva Road bridge over the West Branch DuPage River. Section Number 18-00206-10-BR
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. DOT to issue formal Notice to Proceed. Do not send PO to consultant.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Last invoice date 11/30/27.
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

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: Jan. 02, 2024

Bid/Contract/PO #: _____

Company Name: Alfred Benesch & Company	CompanyContact: Andrew J. Keaschall
Contact Phone: 312-565-0450	Contact Email: akeaschall@benesch.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.

[x] **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.

[x] **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 Signature on File

Printed Name Andrew J. Keaschall

Title Senior Vice President

Date Jan. 02, 2024

Attach additional sheets if necessary. Sign each sheet and number each page. PAGE 1 OF 1 (total number of pages)

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: 01/02/24

Bid/Contract/PO #:

Company Name: Material Solutions Laboratory Corp.	Company Contact: Daniel Tiltges
Contact Phone: 847-466-7216	Contact Email: tiltgesd@msl-corp.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.

[X] **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.

[X] **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 Signature on File

Printed Name Daniel Tiltges

Title President

Date 01/02/24

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 #: DT-R-0006-24 **Agenda Date:** 1/16/2024 **Agenda #:** 7.F.4.

JOINT FUNDING AGREEMENT FOR CONSTRUCTION WORK
BETWEEN THE COUNTY OF DU PAGE AND
THE ILLINOIS DEPARTMENT OF TRANSPORTATION
CH 21/GENEVA ROAD
OVER THE WEST BRANCH OF THE DU PAGE RIVER
SECTION 18-00206-10-BR
(ESTIMATED COUNTY COST $1,552,107.00)

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) and the State of Illinois Department of Transportation (hereinafter referred to as STATE), in order to facilitate the free flow of traffic and to ensure the safety of the motoring public desire to improve CH 21/Geneva Road over the West Branch of the DuPage River, Section 18-00206-10-BR (hereinafter referred to as the IMPROVEMENT); and

WHEREAS, the COUNTY and the STATE desire to cooperate in an effort to construct the IMPROVEMENT because of the immediate benefit of the IMPROVEMENT to the people of the State of Illinois and to the residents of DuPage County; and

WHEREAS, a Joint Funding Agreement for Construction Work for Federal Participation, (hereinafter referred to as AGREEMENT) has been prepared and attached hereto, which outlines the financial participation of the parties related to construction of the IMPROVEMENT; and

WHEREAS, the COUNTY will be the lead agency for construction engineering and will enter into a separate agreement for said construction engineering services, subject to reimbursement from the STATE as outlined in the attached agreement; and

WHEREAS, the STATE will be the awarding authority for the construction of the improvement, with an estimated total cost of construction of $7,618,107.00, of which up to $6,066,000.00 to be funded by the STATE, resulting in an estimated cost to the COUNTY of $1,552,107.00; 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 AGREEMENT must be executed before construction of the IMPROVEMENT can begin.

NOW, THEREFORE, BE IT RESOLVED that the Chair of the DuPage County Board is hereby authorized and directed to execute the attached Agreement on behalf of the COUNTY and the DuPage County Clerk is hereby authorized to attest thereto; 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 (bond) 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 AGREEMENT be sent to the STATE, by and through the DuPage County Division of Transportation.

Enacted and approved this 23rd day of January, 2024 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

Illinois Department of Transportation

Joint Funding Agreement for Construction Work

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
DuPage County	DuPage	18-00206-10-BR

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STP-BR		CMAP	08-19-0004

Construction

State Job Number	Project Number
C-91-312-19	T7SU(571)

☒ State-Let Construction ☐ Locally Let Construction ☒ Construction Engineering ☐ Utilities ☐ Railroad Work

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 "**STATE**". The **STATE** and **LPA** jointly propose to improve the designated location as described below. The improvement shall be consulted 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, hereinafter referred to as "**FHWA**".

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	Stationing To
Geneva Road (CH 21)	FAU 1397	0.22	0.00	0.01

Location Termini

Over West Branch DuPage River

Current Jurisdiction	Existing Structure Number(s)	
DuPage County	022-3001	Add Location / Remove

PROJECT DESCRIPTION

Construction and CE - Geneva Road Bridge replacement

LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

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 an addendum.

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.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to the **LPA** on this or any other contract. The **STATE** at its sole option, upon notice to the **LPA**, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

THE LPA AGREES:

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.
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.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the **STATE** and the **FHWA**.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, the **STATE**, and to provide full access to all relevant materials. 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 contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
10. To provide or cause to be provided all of the initial funding, equipment, labor, material, and services necessary to complete locally administered portions of the project.
11. (Railroad Related Work) The **LPA** is responsible for the payment of the railroad related expenses in accordance with the LPA/ railroad agreement prior to requesting reimbursement from the **STATE**. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
12. 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 indicted 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.
13. To include the certifications, listed in item 12 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
14. 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**.
15. That for agreements exceeding $100,000 in federal funds, execution of this agreement constitutes the LPA's certification that:
    a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or

modification of any Federal contract, grant, loan or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

c. The LPA shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly

16. To regulate parking and traffic in accordance with the approved project report.

17. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.

18. 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.

THE STATE AGREES:

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.

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.

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 Addendum 2.

4. For agreements with federal and/or state funds in 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**.

IT IS MUTUALLY AGREED:

1. 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 Buy America provisions

2. 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.

3. This agreement shall be binding upon the parties, their successors, and assigns.

4. 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. In cases where the **STATE** is reimbursing the **LPA**, obligation of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.

6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

FISCAL RESPONSIBILITIES:

1. **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.

2. **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.

3. **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. **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.

5. **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.

6. Single Audit Requirements: If the **LPA** expends $750,000 or more a year in federal financial assistance, they shall have an audit made in accordance with 2 CFR 200. **LPA's** expending less than $750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (IDOT's Office of Internal Audit, Room 201, 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. The ALN 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 Addendum 2) are not Included in a **LPA's** calculation of federal funds expended by the LPA for Single Audit purposes..

7. **Federal Registration**: **LPA's** are required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business Information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: https://www.sam.gov/SAM/

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

☒	1.	Location Map
☒	2.	Division of Cost
☒	3.	Resolution*
☐	4.	

*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

The **LPA** further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

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

Yangsu Kim, 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 to be attached as an addendum. 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 Addenda.

Project Location Map

Geneva Road Bridge over West Branch of the DuPage River

ADDENDA NUMBER 2

Local Public Agency	County	Section Number	State Job Number	Project Number
DuPage County	DuPage	18-00206-10-BR	C-91-312-19	T7SU(571)

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	STP-Br	$2,752,000.00	*				Local	$723,607.00	*	$3,475,607.00
Construction Engineering	STP-Br	$560,000.00	*				Local	$303,321.00	*	$863,321.00
Participating Construction	ISBP	$3,314,000.00	*				Local	$828,500.00	*	$4,142,500.00
	Total	$6,626,000.00		Total			Total	$1,855,428.00		$8,481,428.00

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

*Maximum FHWA (STP-BR) participation 80% of construction engineering (not to exceed $560,000.00) and 80% of construction (not to exceed $2,752,000.00) and IMBP (ISBP) Funds for Construction (not to exceed $3,314,000.00).

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.

SPECIAL PURCHASE REQUISITION, DU PAGE COUNTY, ILLINOIS

WHEATON, ILLINOIS 60187

PURCHASE ORDER NO.

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

01/10/2024
DATE

PL COMPANY	VENDOR NUMBER	EXPIRATION DATE	LAST INVOICE DATE	FOB
	10604	11/30/2030	11/30/2031	Wheaton, IL

FY-ACCT UNIT-ACCT CODE-ACT CODE	QUANTITY	UNIT OF PURCHASE	ITEM CODE	DESCRIPTION COMMODITY / CONTRACT	UNIT PRICE	EXTENSION
FY24-1500-3550-54050	-GENEVA RD BR WB			Geneva Road bridge replacement over the west branch of the		375,000.00
FY25-1500-3550-54050	-GENEVA RD BR WB			DuPage River		750,000.00
FY26-1500-3550-54050	-GENEVA RD BR WB			Section 18-00206-10-BR		427,107.00
				TOTAL		$1,552,107.00

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	01/16/24
County Board	01/23/24

DOT TO ISSUE FORMAL NTP UPON APPROVAL

DO NOT SEND PO

HEADER COMMENTS

*****DOT-IDOT 18-00206-10-BR *****

Signature on File

DEPARTMENT APPROVAL

DATE 1/10/2024

FORM PR770 REV. 1193

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

File #: DT-R-0007-24 **Agenda Date:** 1/16/2024 **Agenda #:** 7.F.5.

AGREEMENT BETWEEN DUPAGE COUNTY AND
LIBERTYVILLE TOWNSHIP FOR THE PURCHASE OF
WETLAND MITIGATION BANK CREDITS
(COUNTY COST $28,470.00)

WHEREAS, the County of DuPage ("County") under authority granted by the Illinois General Assembly, (55 ILCS 5/5-1062 *et seq*. and 5/5-15001, *et seq*.), is authorized to acquire land, construct improvements and enter into contracts for the purpose of construction, repair, and maintenance of County and/or township roads, bridges and appurtenances; and

WHEREAS, pursuant to the above authority, the County, through the Division of Transportation, is proposing to improve the Geneva Road Bridge Over the West Branch DuPage River ("Project"); and

WHEREAS, due to the Project, 0.146 acres of wetlands will be impacted, requiring 0.219 acres of wetland mitigation; and

WHEREAS, in order for the Project to begin the County will need to obtain a permit from the United States Army Corps of Engineers ("USACE"); and

WHEREAS, USACE requires, as a condition of issuing its permit, that the County provide for the mitigation of impacted wetlands; and

WHEREAS, the County had identified the Donnelley Prairies and Oaks Wetland Mitigation Bank ("Bank") as the USACOE- certified wetland bank closest to the Project; and

WHEREAS, the County will purchase 0.219 acres of wetland mitigation credits from the Bank's owner/operator, Libertyville Township, in the amount of Twenty-Eight Thousand Four Hundred Seventy Dollars and No Cents ($28,470.00), in accordance with the terms of the Agreement attached hereto.

NOW, THEREFORE BE IT RESOLVED that the County Board hereby approves and accepts the attached Agreement with Libertyville Township, providing for the County's purchase of 0.219 acres of wetland mitigation credits from the Bank.

NOW, THEREFORE BE IT RESOLVED that the County Board hereby approves and accepts the attached Agreement with Libertyville Township, providing for the County's purchase of 0.219 acres of wetland mitigation credits from the Bank, in an amount of Twenty-Eight Thousand Four Hundred Seventy Dollars and No Cents ($28,470.00); and

BE IT FURTHER RESOLVED that the DuPage County Chair is hereby authorized to sign and execute the attached Agreement on behalf of the County, and the DuPage County Clerk is hereby authorized to attest thereto; and

BE IT FURTHER RESOLVED that one (1) certified original of this Resolution and the Agreement be sent to the Libertyville Township, 359 Merrill Court, Libertyville, Illinois 60048, by and through the Division of Transportation.

Enacted and approved this 23rd day of January, 2024 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

PURCHASE ORDER NO.

12/29/2023
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
		43311	11/30/2024		Wheaton, IL

ORGANIZATION	ACTIVITY	OBJECT	QUANTITY	UNIT OF PURCHASE	ITEM CODE	DESCRIPTION COMMODITY / CONTRACT	UNIT PRICE	EXTENSION
FY24-1500-3500-53830						Purchase of Wetland Mitigation Banking Credits for the Geneva Road		28,470.00
						Bridge over the West Branch DuPage River Project		
							TOTAL	$28,470.00

REMIT TO:
Libertyville Township, 359 Merrill Court, Libertyville, IL 60048

COMMITTEE APPROVAL	DATE
Transportation	01/16/23
County Board	01/23/23

DOT TO ISSUE FORMAL NOTICE TO PROCEED

DO NOT SEND PO

HEADER COMMENTS

*****DOT-GENEVA RD CREDITS *****

Signature on File

DEPARTMENT APPROVAL DATE

FORM PR770 REV. 1193

LIBERTYVILLE TOWNSHIP
359 Merrill Court, Libertyville, IL 60048

Compensatory Wetland Mitigation Credit Purchase Agreement
Donnelley Prairies and Oaks Wetland Mitigation Bank
Libertyville Township, Lake County, Illinois

THIS COMPENSATORY WETLAND MITIGATION CREDIT PURCHASE AGREEMENT ("Agreement") is made as of this 19th day of December, 2023, by and between Libertyville Township, a local unit of government in Illinois ("Seller") and County of DuPage-Division of Transportation ("Buyer").

WHEREAS, the Chicago District of the United States Army Corps of Engineers (hereinafter "USACE"), United States Environmental Protection Agency, and United States Fish and Wildlife Service (hereinafter collectively "Federal Regulatory Agencies") have signed the 2017 Interagency Coordination Agreement on Wetland Mitigation Banking within the Regulatory Boundaries of the Chicago District, Corps of Engineers (hereinafter "ICA") providing for the issuance of permits in northeast Illinois to establish wetland mitigation banks to mitigate for the unavoidable filling, flooding, excavating or draining of specific waters of the United States; and

WHEREAS, the Seller has received the approval for the Donnelley Prairies and Oaks Wetland Mitigation Bank in Lake County in accordance with the ICA and the Department of the Army permit issued in connection with said ICA, USACOE Permit No. LRC-2020-179 (hereinafter "Bank Permit"); and

WHEREAS, the Seller has received the approval for the Donnelley Prairies and Oaks Wetland Mitigation Bank in Lake County in accordance with the Lake County Watershed Development Ordinance and has received a permit (067302-2023); and

WHEREAS, Buyer requires a permit from the USACE for the Geneva Road bridge over the West Branch DuPage River project which will result in impacts to 0.146 acres of wetland which requires the purchase of 0.219 acres of compensatory wetland mitigation credits (hereinafter "Credits");

WHEREAS, Buyer desires to commit to the purchase 0.219 acres of Credits from the Donnelley Prairies and Oaks Wetland Mitigation Bank in accordance with the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutually binding covenants of the parties, it is agreed as follows:

1. Seller has constructed and will monitor the Donnelley Prairies and Oaks Wetland Mitigation Bank in accordance with the terms of the ICA and Bank Permit.

2. Seller agrees to sell and Buyer agrees to purchase Credits as follows:

a)	Price Per Credit:	$130,000.00
b)	Acres Impacted	0.146
c)	Mitigation Ratio:	1.5 to 1
d)	Total Credits Purchased	0.219
e)	Total Purchase Price	$28,470
f)	Agency Permits	USACE LRC-2019-0875
g)	Mitigation Bank:	Donnelley Prairies and Oaks Wetland Mitigation Bank

3. Buyer shall deposit with Libertyville Township, the sum of 20 % of the Total Purchase Price upon the execution of this Agreement, as earnest money pursuant to the terms of this Agreement.

4. Buyer agrees to supply such additional information as requested by Regulatory Agencies as may be necessary for the prompt and expeditious processing of Buyer's application for filling/discharge of dredge material and/or impairment of existing wetlands and mitigation of such activity through the purchase of the Credits. Payment of the purchase price, less the deposit set forth above, shall be due and owing upon notice from USACE that USACE has authorized Buyer's proposed activity in compliance with the terms of the ICA (hereinafter "USACE Approval Notice").

5. By execution of this Agreement, Seller and Buyer agree to comply with all rules and regulations of the Regulatory Agencies in connection with the Credits purchased pursuant to this Agreement including, but not limited to, the rules and regulations of the Nationwide Permit Program as promulgated by the USACE. In addition, Buyer agrees to allow the Regulatory Agencies as may have jurisdiction, including USACE or its authorized representative to make periodic inspections at any time deemed necessary in order to ensure that the activity being performed under the authority granted to Buyer is in accordance with the terms and conditions of Regulatory Agency, including USACE rules,

regulations and requirements. These obligations shall survive the closing and transfer of Credits.

6. If within 90 days of the deposit, the Buyer has not paid the purchase price to Seller, at any time thereafter either party may terminate this agreement by written notice to the other party. The Agreement may be extended upon approval of both parties.

7. By execution of the Agreement, Seller and Buyer agree to comply with all rules and regulations of the regulatory agencies in connection with the Credits purchased pursuant to this Agreement.

8. The rights of Buyer under this Agreement shall not be assigned, conveyed, transferred, pledged, encumbered or in any way restricted without consent of Seller.

9. All notices to the parties pursuant to this Agreement shall be personally delivered, sent by facsimile transmission, or sent by certified mail, return receipt requested, to the following addresses:

If to Seller:
Libertyville Township
359 Merrill Court
Libertyville, Illinois 60048
Attention: Ms. Kathleen O'Connor
Phone: 847-816-6800
Email: KOConnor@Libertyvilletownship.us

With Copy to:
Hey and Associates, Inc.
26575 W. Commerce Drive, Suite 601
Volo, Illinois 60073
Attention: Mr. Jeffrey Mengler
Phone: 815-451-8352
Email: jmengler@heyassoc.com

If to Buyer:
County of DuPage, Division of Transportation
421 N. County Farm Road
Wheaton, IL 60187
Attention: Mr. William Eidson, PE, County Engineer
Phone: 630-407-6900
Email: William.eidson@dupagecounty.gov

With Copy to: Patrick Engineering Inc.
55 E. Monroe Street, Suite 3450
Chicago, Illinois 60603
Attention: Ms. Sophia Ahmed, PE
Phone: 312-201-7908
Email: sahmed@patrickco.com

If any such notice is given by personal delivery, said notice shall be effective upon the date of delivery. If any such notice is sent by facsimile transmission, said notice shall be effective as of the first business day following proper transmission of said notice. If any such notice is sent by certified mail, said notice shall be effective on the third business day following the date of mailing. The parties may change the address to which notices are to be sent under this Agreement by written notice to the other party.

10. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors, representatives and permitted assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement to become effective as of the day and year first written above.

SELLER:	**BUYER:**
Libertyville Township	County of DuPage, Division of Transportation
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

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: Libertyville Township	Company Contact: Kathleen O'Connor
Contact Phone: 847-816-6800	Contact Email: KOConnor@LibertyvilleTownship.us

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: Kathleen M. O'Connor

Title: Supervisor

Date: 12.22.2023

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-R-0016-24 **Agenda Date:** 1/16/2024 **Agenda #:** 10.A.

ACCEPTANCE AND APPROPRIATION OF THE
ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
PY24 STATE SUPPLEMENTAL FUNDS
INTER-GOVERNMENTAL AGREEMENT NO. 24-071006
COMPANY 5000 - ACCOUNTING UNIT 2840
$65,165

(Under the administrative direction of
the Human Resources Department)

WHEREAS, the County of DuPage has been notified by the Illinois Department of Commerce and Economic Opportunity (ILDCEO) that grant funds in the amount of $65,164.37 (SIXTY-FIVE THOUSAND, ONE HUNDRED SIXTY-FOUR AND 37/100 DOLLARS) are available to supplement and support local workforce training priorities; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Inter-Governmental Agreement No. 24-071006 with the ILDCEO, 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 November 1, 2023 through June 30, 2024; 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 Inter-Governmental Agreement No. 24-071006 (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 $65,165 (SIXTY-FIVE THOUSAND, ONE HUNDRED SIXTY-FIVE AND NO/100 DOLLARS) be made to establish the Illinois Department of Commerce and Economic Opportunity PY24 State Supplemental Funds, Company 5000 - Accounting Unit 2840, for the period November 1, 2023 through June 30, 2024; and

BE IT FURTHER RESOLVED by the DuPage County Board that the Chief Human Resources Officer 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 Economic Development Committee shall review the need for continuing the specified program and related head count; and

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

Enacted and approved this 23rd day of January, 2024 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

ADDITIONAL APPROPRIATION TO ESTABLISH THE
ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
PY24 STATE SUPPLEMENTAL FUNDS
INTER-GOVERNMENTAL AGREEMENT NO. 24-071006
COMPANY 5000 – ACCOUNTING UNIT 2840
$65,165

REVENUE		
41400-0006 - State Operating Grant - IDCEO	$ 65,165	
TOTAL ANTICIPATED REVENUE		$ 65,165
EXPENDITURES		
PERSONNEL		
50000-0000 - Regular Salaries	$ 4,387	
51010-0000 - Employer Share I.M.R.F.	361	
51030-0000 - Employer Share Social Security	336	
51040-0000 - Employee Med & Hosp Insurance	4	
TOTAL PERSONNEL		$ 5,088
CONTRACTUAL		
53820-0000 - Grant Services	$ 60,077	
TOTAL CONTRACTUAL		$ 60,077
TOTAL ADDITIONAL APPROPRIATION		$ 65,165

Illinois
Department of Commerce
& Economic Opportunity
JB Pritzker, Governor

December 19, 2023

Margaret Mason-Ewing
Director
DuPage County
421 North County Farm Road
Wheaton, IL 60187-3978

Dear Ms. Mason-Ewing,

The Department of Commerce and Economic Opportunity (the Department) would like to welcome you to our community of grantees and congratulate you on your grant award (24-071006).

The Department administers a wide range of economic and workforce development programs, services and initiatives designed to create and retain high quality jobs and build strong communities. The Department leads the Illinois economic development process in partnership with businesses, local governments, workers and families.

When administering grant programs, the Department follows guidance from the Grant Accountability and Transparency Act (GATA) (44 Ill. Admin. Code Part 7000) and federal uniform guidance (2CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

To ensure your organization achieves its goals and objectives and remains in compliance with the grant terms, we have provided a few helpful resources and tips to get you started:

1. Read and understand your grant agreement. The grant agreement outlines grant requirements and programmatic deliverables.
2. Frequent our Grantee Resource Site to review tutorials on the grant process (go to www.illinois.gov/dceo, click on Grant Opportunities and Grantee Resource Site).
3. Maintain your organization's profile on the Illinois GATA Grantee Portal at grants.illinois.gov/portal (i.e. confirm organization and contact information, monitor pre-qualification status, make indirect cost elections and comply with audit requirements).
4. Keep all relevant grant-related documents during the required record retention period. This includes receipts and proof of payment for all grant expenditures, such as, invoices, proposals, contracts, procurement bids, statements of work, bank statements, copies of check and ACH/Wire Transfer documentation. (Please refer to your grant agreement for the record retention period).
5. If your organization expends over $300,000 in state or federal grant funds during its fiscal year, a financial statement or single audit may be required. Please note, this expense may not be covered with grant funds.

If you have any questions or concerns, please contact your grant manager.

Sincerely,

Kristin A. Richards
Director

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: Kenneth D. Allen Accounting Program Manager
Signature of Kristin A. Richards, Director

Date: 12/22/2023

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: 12-13-2023

Printed Name: MarGaret Mason-Ewing

Printed Title: Chief Human Resources Officer

Email: marGaret.mason-ewing@dupagecounty.gov

By: _____
Signature of Second Grantee Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Second Grantee Approver
(optional at Grantee's discretion)

PART ONE – THE UNIFORM TERMS

ARTICLE I
DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

"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" means the federal System for Award Management (SAM), the federal repository into which an entity must provide information required for the conduct of business as a recipient.

"State Grantee Compliance Enforcement System" means the statewide framework for State agencies to manage occurrences of non-compliance with Award requirements.

"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 **11/01/2023** and expires on **06/30/2024** (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds must not exceed **$65,164.37**, of which **$0.00** 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.

Variable Advance/Remainder based on cash needs/reimbursement (Not to Exceed 25% Advance)
The Grantor shall authorize an initial disbursement in an amount sufficient to address the Grantee's immediate cash needs according to their reported and Grantor approved obligations. Thereafter, the payments may be made for the dual purpose of reimbursing for expenditures incurred as well as documented cash needs of the Grantee as approved by the Grantor.

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is **N/A**, the federal awarding agency is **N/A**, and the Federal Award date is **N/A**. If applicable, the Assistance Listing Program Title is **N/A** and Assistance Listing Number is **N/A**. The Catalog of State Financial Assistance (CSFA) Number is 420-30-3299 and the CSFA Name is State Local Workforce Area Grants – Direct Appropriations. If applicable, the State Award Identification Number (SAIN) is 3299-45722.

ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS

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

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

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

_____	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 classification)
_____	Medical Corporation		
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**.

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 will be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee must remit annually any amount due in accordance with 2 CFR 200.305(b)(9) 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)(8).

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, Section 1001 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 Governmentwide 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 of 10% of Modified Total Direct Cost which may be used indefinitely. No documentation is required to justify the 10% 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)(7)(i) 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(i)(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 books, records and supporting documentation, as described in this ARTICLE, 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 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 quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee due to the funding source or pursuant to specific award conditions. 2 CFR 200.208. 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 **PART TWO**, **PART THREE**, or **Exhibit E** pursuant to specific award 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 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 period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. 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 $750,000 or more 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. 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 $750,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends $500,000 or more 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 $500,000 in State-issued Awards, but expends $300,000 or more 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 $750,000 or more 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 $750,000 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)(4).

(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 as set forth 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 notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

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)(2).

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 200.113; 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 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 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 200.317-200.326 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, as appropriate and to the extent consistent with law, Grantee must, to the greatest extent practicable 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 for work or products 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). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee must obtain Prior Approval for the use of those funds (2 CFR 200.467) and 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, 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. This Agreement and Grantee's Obligations and services hereunder must be 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. 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.

22.11. 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.

22.12. 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.

22.13. 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.

22.14. 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.

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

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EXHIBIT A

PROJECT DESCRIPTION

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

AUTHORITY: The Grantor is authorized to make this Award pursuant to 20 ILCS 605/605-55 and/or 20 ILCS 605/605-30.

The purpose of this authority is as follows:

To make and enter into contracts, including grants, as authorized pursuant to appropriations by the General Assembly, and/or to use the State and federal programs, grants, and subsidies that are available to assist in the discharge of the provisions of the Civil Administrative Code of Illinois.

PROJECT DESCRIPTION:

BACKGROUND

The State of Illinois Fiscal Year 2024 budget includes General Revenue Funds for the Local Workforce Innovation Areas (LWIAs) to support workforce services provided in coordination with the Workforce Innovation and Opportunity Act (WIOA) Title IB programs for LWIAs that require supplemental support, as determined by the Grantor, utilizing a needs-based assessment. The Grantor issued WIOA Notice 23-NOT-01 on August 25, 2023, which outlines the data factors used to make the needs-based assessment of each of the LWIAs and determined the amounts of each of the grant awards.

SCOPE OF WORK

Grantee must use Grant Funds to support workforce services provided in coordination with the WIOA Title IB programs that advance the strategies outlined in Illinois' WIOA Unified State Workforce Plan, and summarized below.

- *Expand work-based learning for underinvested areas:* Innovative workforce initiatives can make a significant difference in supporting targeted populations, empowering individuals with the necessary skills, resources, and opportunities to succeed in the job market and achieve economic stability. LWIAs can promote employment for in-demand industries and occupations for underrepresented communities and veterans and facilitate retraining and employment of displaced/underemployed workers. On-the-job training could be expanded to encourage reverse referrals for employers in underserved areas and looking to hire/onboard new employees who might not meet WIOA eligibility criteria.

- *Emphasis on workforce development and rural prosperity:* Funding can assist rural areas in creating and improving access to jobs to enhance workforce development. Increasing access to workforce opportunities, training and education, and barrier reduction in rural communities can ensure areas have a skilled workforce to support economic prosperity. LWIAs can build new partnerships, develop tools and resources to meet the needs of rural employers and employees, and share and identify information on emerging trends, best practices, and workforce development resources.

All activities initiated under this Agreement must be completed within the established Award Term.

PRE-AWARD COSTS

Pre-award costs may be incurred effective July 1, 2023 through the end of the Term of this Agreement. Pre-award costs may not exceed the total grant award.

PROJECT WORK PLAN

The Grantee shall administer the project as outlined in the Grantee's *Project Work Plan* approved by the Grantor. The *Project Work Plan* may be modified with Grantor approval throughout the Term of this Agreement. The *Project Work Plan*, once approved by Grantor, and any modifications thereto, are incorporated fully by reference into this Agreement.

PROJECT MANAGEMENT & REPORTING

The Grantee shall provide management and oversight of the project to ensure expenditure of funds, timely submittal of all required reports, submittal of a participant report due monthly (if applicable), completion of all project activities by the end of the Award Term, and identification of problems and/or concerns. The Grantee will also be responsible for the quarterly submittal of a financial trial balance report that is generated by the Grantee's electronic accounting system. Costs incurred and requests for payment must be reported in the Grantor's Grantee Reporting System ("GRS") monthly by the 20th of each month for costs incurred during the preceding month.

PERFORMANCE TRACKING

The Grantee will track activities and outcomes described in Exhibit D. The Grantee will develop and submit quarterly reports on expenditures, project outcomes, impacts, promising practices, and lessons learned that may be used to inform future workforce development efforts in a format prescribed by the Grantor.

PARTICIPANT TRACKING

The Grantee will be responsible for tracking eligible clients utilizing the Grantee's data system and will be responsible for reporting outcomes in the format prescribed and within the time frame required by the Grantor. Participant level information including client eligibility, suitability, assessments, services, credentials earned, outcomes, demographic, and case management are required to be reported to the Grantor.

PROGRAM DEVELOPMENT AND EVALUATION

The Grantee shall participate in a community of practice, technical assistance and/or program development meetings as requested by the Grantor. The Grantee will respond to Grantor inquiries for project information, including but not limited to, success stories, evaluations, and project data as requested.

GRANT MODIFICATIONS

The Grantee will submit grant modification requests as necessary in a timely manner, including a request to de-obligate Grant Funds in an amount that the Grantee determines will be unspent by the end of the Award Term.

GRANT FUNDS DISTRIBUTION AND USE

Grantee will receive a portion of Grant Funds from the Grantor to be distributed as outlined in Paragraph 2.3 of this Agreement. Grant Funds shall be spent in accordance with all terms and conditions of this Agreement, including the approved Budget incorporated by reference into this Agreement. In the event the Grantee fails to expend the total amount of Grant Funds awarded and received, the Grantee will be required to repay the amount of unspent funds to the Grantor as specified in Paragraph 29.2 of this Agreement.

Grantee must ensure and demonstrate that there are no duplicate uses of funds between this Award and other concurrent grants for which Grantee is receiving assistance.

EXHIBIT B

DELIVERABLES OR MILESTONES

The Grantee shall perform in accordance with the *Project Work Plan* approved by Grantor, including any subsequent revisions thereto.

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: 607 E. Adams St.
Springfield, IL 62701

GRANTEE CONTACT

Name: Margaret Mason-Ewing

Title: 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: Josh Koons
Title: Grant Manager
Address: 607 E. Adams St.
Springfield, IL 62701
Phone: 217-558-2441
TTY#: (800) 785-6055
Email Address: Joshua.koons2@illinois.gov

GRANTEE CONTACT

Name: Margaret Mason-Ewing
Title: Director

Address: 421 North County Farm Road
Wheaton, IL 60187-3978
Phone: 630-407-6300
TTY#: N/A
Email Address: margaret.mason-ewing@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: externalauditunit@illinois.gov

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT

Name: Belle Haile
Email: Belle.haile@Illinois.gov
Phone: 217-524-0255
Fax#: N/A

Address: 607 E. Adams St.
Springfield, IL 62701

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

PERFORMANCE MEASURES

The Grantee shall perform in accordance with the *Project Work Plan* approved by Grantor, including any subsequent revisions thereto. Enrollment and services must be met by the end of the Award Term. The Grantee must meet the negotiated performance measures identified below that may be modified through a revised Grantor-approved *Project Work Plan*. Grantee performance will be monitored, and it is up to the Grantor's discretion to partially distribute or reallocate funds during the Award Term based on performance.

Project-specific performance measures must be detailed in the Project Work Plan.

The Grantee will develop and submit a final report, in a format prescribed by the Grantor, on project activities, outcomes, impacts, promising practices and lessons learned that may be used to inform future workforce development activities.

PERFORMANCE STANDARDS

The Grantor reserves the right to deny any voucher request(s), at its discretion, based on lack of progress toward meeting goals of the Project Work Plan. If the Grantee fails to meet any of the performance measures/goals, and if deemed appropriate at the discretion of the Grantor, the Grant Funds may be decreased by an amount proportionate to the size of the shortfall, 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.

Specific Conditions

Programmatic Risk Assessment

The results of Grantee's Programmatic Risk Assessment indicate that Grantee is required to complete the following conditions: (a) participate in all technical assistance and training related to this Award and required by the Grantor; (b) implement recommendations of the Grantor related to the Award; and (c) implement monitoring and oversight procedures to assure programmatic compliance and performance of subrecipients and contractors.

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. Access to Documentation. The Award will be monitored for compliance in accordance with the terms and conditions of this Agreement, together with appropriate programmatic rules, regulations, and/or guidelines that the Grantor promulgates or implements. The Grantee must permit any agent authorized by the Grantor, upon presentation of credentials, in accordance with all methods available by law, full access to and the right to examine any document, papers and records either in hard copy or electronic format, of the Grantee involving transactions relating to this Award.

25.2. 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)(9), 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 vary more than ten percent (10%) of the current approved Budget line item amount, 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 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.

31.2. Hiring State Employees Prohibited. No State officer or employee may be hired to perform services under this Agreement on behalf of the Grantee, or be paid with Grant Funds derived directly or indirectly through this Award without the written approval of the Grantor unless Grantee is a State agency.

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. Grantee Responsibility. Grantee is responsible for ensuring compliance with all applicable laws, rules and regulations, including, but not limited to those specifically referenced herein. Except where expressly required by applicable laws and regulations, the Grantor shall not be responsible for monitoring Grantee's compliance.

33.2. 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.

33.3. 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).

33.4. 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.

33.5. 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.

33.6. 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.*).

33.7. 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.

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

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

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

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

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

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

(d) Breach Response. In the event of any unauthorized access to, unauthorized disclosure of, loss of, damage to or inability to account for any Personal Information (a "Breach"), Grantee agrees that it will promptly, at its own expense: (i) report such Breach to the Grantor by telephone with immediate written confirmation sent by e-mail, describing in detail any accessed materials and identifying any individual(s) who may have been involved in such Breach; (ii) take all actions necessary or reasonably requested by the Grantor to stop, limit or minimize the Breach; (iii) restore and/or retrieve, as applicable, and return all Personal Information that was lost, damaged, accessed, copied or removed; (iv) cooperate in

all reasonable respects to minimize the damage resulting from such Breach; (v) provide any notice to Illinois residents as required by 815 ILCS 530/10, 815 ILCS 530/12 or applicable federal law, in consultation with the Grantor; and (vi) cooperate in the preparation of any report related to the Breach that the Grantor may need to present to any governmental body.

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

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

ARTICLE XXXIV
ADDITIONAL MISCELLANEOUS PROVISIONS

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

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

ARTICLE XXXV
ADDITIONAL REQUIRED CERTIFICATIONS

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

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

35.2. Federal, State and Local Laws; Tax Liabilities; State Agency Delinquencies. The Grantee is required to comply with all federal, state and local laws, including but not limited to the filing of any and all applicable tax returns. If Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor will disburse

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

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

35.4. Grant for the Construction of Fixed Works. Grantee certifies that all Projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement will be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Projects, Grantee must comply with the requirements of the Prevailing Wage Act including, but not limited to: (a) paying the prevailing rate of wages required by the Illinois Department of Labor, or a court on review, to all laborers, workers and mechanics performing work with Grant Funds provided through this Agreement, (b) inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Project must be paid to all laborers, workers, and mechanics performing work under this Award; and (c) requiring all bonds of contractors to include a provision as will guarantee the faithful performance of the prevailing wage clause as provided by contract.

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PART THREE – PROJECT-SPECIFIC TERMS

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

ARTICLE XXXVI
REPORT DELIVERABLE SCHEDULE

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

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

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

January 2024

- Quarterly Periodic Financial Report (01/30/2024) - Covering Period of 11/01/2023 - 12/31/2023; Send To: Grant Manager
- Quarterly Periodic Performance Report (01/30/2024) - Covering Period of 11/01/2023 - 12/31/2023; Send To: Grant Manager

April 2024

- Quarterly Periodic Financial Report (04/30/2024) - Covering Period of 01/01/2024 - 03/31/2024; Send To: Grant Manager
- Quarterly Periodic Performance Report (04/30/2024) - Covering Period of 01/01/2024 - 03/31/2024; Send To: Grant Manager

July 2024

- Quarterly Periodic Financial Report (07/30/2024) - Covering Period of 04/01/2024 - 06/30/2024; Send To: Grant Manager
- Quarterly Periodic Performance Report (07/30/2024) - Covering Period of 04/01/2024 - 06/30/2024; Send To: Grant Manager

August 2024

- End of grant Closeout Financial Report (08/14/2024) - Covering Period of 11/01/2023 - 06/30/2024; Send To: Grant Manager
- End of grant Closeout Performance Report (08/14/2024) - Covering Period of 11/01/2023 - 06/30/2024; Send To: Grant Manager

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. Compensation To The Grantee.

(a) Method of Compensation. The method of compensation shall be in accordance with the applicable State laws relative to such compensation by which the Grantor is governed. Grantee shall comply with direction issued by the Grantor as to procedures to be followed when requesting disbursement of Grant Funds. All payment requests submitted by the Grantee shall be reviewed by the Grantor to ensure that such requests are:

(i) in accordance with the approved Award Budget;
(ii) in accordance with the provisions of this Agreement and any special terms and conditions of approved funding requests. Any expenditure of Grant Funds which does not comply with these provisions will be subject to the enforcement remedies at 2 CFR 200.339.

(b) Grantor Review of Expenditures. When making a request for funding, the Grantee shall provide Grantor support documentation evidencing that the costs are allowable, necessary and reasonable in accordance with this Agreement and all applicable laws and regulations. Grantor will review such documentation prior to approving Grantee's requests for funds. However, the Grantee acknowledges that, because the Grantor's initial determination will be based solely on the Grantee's documentation and self-declarations and/or attestations, the Grantor's initial determination shall not be considered a final acceptance or approval of the Award costs. Permissibility of all Award costs are subject to subsequent on-site monitoring reviews and/or audits of the Grantee's books and records as well as corresponding source documentation, including, but not limited to, detailed invoices received from and checks paid to external vendors for services provided during the course of the Award Term.

37.2. Funding Terms and Restrictions.

(i) Reimbursement Limitation. The Grantee cannot be reimbursed for costs incurred in excess of the total approved Grant Budget. The Grantee may be reimbursed for costs exceeding amounts budgeted by specific cost categories only in accordance with provisions of Articles VI, XXVII and XXX.

(ii) Budget Modifications. The Grantee should obtain approval prior to incurring expenditures which necessitate a change in the approved Grant Budget, unless permitted as a discretionary line item transfer pursuant to paragraphs 6.2 and 27.1 herein. The Grantor reserves the right to withhold funds for such expenditures until a revised Budget has been submitted by the Grantee and approved by the Grantor.

(iii) Overpayment. In addition to the return of unspent Grant Funds at the end of the expiration of this Agreement pursuant to paragraph 4.3 herein, the Grantee agrees to repay the Grantor for any funds that are determined by the Grantor to have been spent improperly in accordance with applicable regulations or rules.

(iv) Supportive Services & Participant Support Costs. If Grantor approves of Supportive Services as part of Grantee's Budget, costs must meet the basic considerations at 2 CFR 200.402 – 200.411.

37.3. Travel Regulations. Costs in accordance with 2 CFR 200.475 and the latest State of Illinois Travel Regulations or such reasonable travel policies approved and adopted by the Grantee are allowable for expenses for

transportation, lodging, subsistence, and related items incurred by Grantee's employees who are in travel status on official business necessary to the grant program. If State of Illinois Travel Regulations are not followed by the Grantee, the Grantee must have on file its approved travel policy for reference by the Grantor, the Comptroller of the State of Illinois, Comptroller General of the United States, or any of their duly authorized representatives. Provided, however, that travel expenses which exceed limitations established by federal statute or regulation (including OMB circulars, etc.) applicable to this Agreement are not allowable costs under this Agreement. For domestic travel to be an allowable cost, it must be necessary, reasonable, allocable and conform to the Grantee's written policies and procedures. *See also* 30 ILCS 708/130.

37.4. Reports Required. The Grantee shall submit programmatic and expenditure reports as required pursuant to written direction issued by the Grantor to the Grantee.

37.5. Monitoring And Evaluation. Grantor will periodically monitor and evaluate programmatic activities and the financial records pursuant to this Agreement. The Grantee will be monitored for compliance with all applicable federal and State laws, regulations, and rules, and Grantor policies applicable to this Agreement. The Grantee's performance will be assessed to gauge its impact upon the target population and for the effective and efficient utilization of the funds.

37.6. Equipment and Property Management. The Grantee may not purchase nonexpendable personal property items exceeding $5,000 without the Grantor's prior written approval. 2 CFR 200.439.

37.7. Managing Subawards and Subrecipients.

(a) Monitoring. The Grantee is responsible for the monitoring of any approved subrecipient, ensuring that the terms and conditions of this Agreement are in all subaward packages and that the subrecipient is in compliance with all applicable regulations and the terms and conditions of this Award. 2 CFR 200.101(b)(2); 2 CFR 200.332. *See also* ARTICLE XIV, herein.

(b) Agreements. Pursuant to paragraph 14.1 herein, Prior Approval by Grantor is required for all subcontracts and subawards entered into by Grantee related to this Award. The Grantee shall provide the Grantor with copies of all subaward and contractual agreements between the Grantee and all subrecipients and contractors related to the performance of this Award. Grantee shall provide these agreements to the Grantor prior to receiving its first funding disbursement. If Grantee enters into any subaward or contractual agreement(s) related to this Award during the Award Term, Grantee shall provide to Grantor such agreements within five (5) calendar days of full execution of the agreement(s).

37.8. Procurement. The Grantee shall follow the procurement standards as established in 2 CFR §§ 200.317 – 200.327 when purchasing goods and services using Grant Funds. Grantee shall ensure compliance with 2 CFR 200.323, if applicable, and must ensure that every purchase order or other contract includes any clauses required by 2 CFR 200.327. In addition, Grantee must follow the procurement requirements at 2 CFR 200.319, which calls for free and open competition. Effective October 1, 2018, pursuant to Office of Management and Budget Memorandum M-18-18, dated June 20, 2018, the federal financial assistance awards threshold for micro-purchases increased to $10,000 and the threshold for simplified acquisitions increased to $250,000.

37.9. Assurances. The Grantee hereby assures and certifies that no part of the payments to be made by the Grantor to the Grantee under this Agreement are available to the Grantee under the terms of any other federal, State or local government grant or subsidy existing as of the date of this Agreement.

State of Illinois

UNIFORM GRANT BUDGET TEMPLATE

Agency:	Illinois Department of Commerce and Economic Opportunity	State FY:	2024
Grantee:	DuPage County	DUNS Number:	135836026
NOFO Number:		CSFA Number:	Grant Number: 24-071006
CSFA Description:			

Section A: State of Illinois Funds	Summary	Detail
Revenues		
State of Illinois Grant Amount Requested	$65,164.37	
Budget Expenditure Categories		
1. Personnel (200.430)	$4,387.81	
1001 PERSONNEL		$4,387.81
2. Fringe Benefits (200.431)	$700.07	
1002 FRINGE BENEFITS		$700.07
3. Travel (200.474)		
4. Equipment (200.439)		
5. Supplies (200.94)		
6. Contractual/Subawards (200.318 and .92)		
7. Consultant (200.459)		
8. Construction		
9. Occupancy (200.465)		
10. Research and Development (200.87)		
11. Telecommunications		
12. Training and Education (200.472)		
13. Direct Administrative Costs (200.413)		
14. Miscellaneous Costs		
15. Grant Exclusive Line Item(s)	$60,076.49	
1510 DIRECT TRAINING COSTS		$60,076.49
16. Total Direct Costs (add lines 1-15)	$65,164.37	$65,164.37
17. Total Indirect Costs (200.414)		
Rate: 0 %		
Base: 0		
18. Total Costs State Grant Funds (Lines 16 and 17)	$65,164.37	$65,164.37

CERTIFICATION	STATE OF ILLINOIS UNIFORM GRANT BUDGET TEMPLATE	AGENCY: Commerce & Economic Opportunity
Organization Name: DUPAGE COUNTY	CSFA Description: State LWIA Grants - Direct Approp	NOFO # NA
CSFA #: 420-30-3299	DUNS # W7KRN7E54898	Fiscal Year(s): 2024

(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).

DUPAGE COUNTY
Institution/Organization

S

JEFFREY MARTYNOWICZ
Name of Official

CHIEF FINANCIAL OFFICER
Title
Chief Financial Officer (or equivalent)

11/15/2023
Date of Execution

DUPAGE COUNTY
Institution/Organization

MARGARET MASON-EWING
Name of Official

CHIEF HUMAN RESOURCE OFFICER
Title
Executive Director (or equivalent)

11-13-2023
Date of Execution

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.

Grantee: DuPage County

NOFO Number: 0

Grant Number: 24-071006

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 10% modified for 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 10% 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:	24-071006

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

Institution/Organization:	DuPage County	Institution/Organization:	
Signature:		gnature:	
Printed Name:	MarGaret Mason-Ewing	Printed Name:	
Title:	Chief Human Resources Officer	Title:	
Phone:	(630) 407-6225	Phone:	
Date:	12-13-2023	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.

DUPAGE COUNTY

Workforce Development
2525 Cabot Drive, Suite 301
Lisle, IL 60532
630-955-2050
Fax: 630-955-2059
www.dupageco.org/hr

HUMAN RESOURCES

630-407-6300
Fax: 630-407-6301
personnel@dupageco.org
www.dupageco.org/hr

November 9, 2023

Ms. Kelly Lapetino
Northern Illinois Regional Workforce Manager
Illinois Department of Commerce and Economic Opportunity
Office of Employment and Training

Dear Ms. Lapetino,

LWIA6, DuPage County Workforce Development Division, is requesting approval for Grant #24-071006. We are requesting funding in the amount of $65,164.37 for training services as outlined in our grant application for State Supplemental Funds.

If you need anything further, please contact Lisa Schvach at 630-955-2066 or lschvach@worknetdupage.org.

Thank you.

Sincerely,

Margaret Mason-Ewing
Chief Human Resources Officer
DuPage County
Human Resources Department

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

File #: FI-R-0017-24 **Agenda Date:** 1/23/2024 **Agenda #:** 10.B.

ADDITIONAL APPROPRIATION FOR
THE ANIMAL SERVICES FUND
COMPANY 1100, ACCOUNTING UNIT 1300
$200,000

WHEREAS, appropriations for the ANIMAL SERVICES FUND for Fiscal Year 2024 were adopted by the County Board pursuant to Ordinance FI-O-0009-23; and

WHEREAS, due to adjustments based on FY2023 actuals and accounts receivables expected to be collected in FY2024, there is a need for an additional appropriation in the ANIMAL SERVICES FUND - COMPANY 1100, ACCOUNTING UNIT 1300 in the amount of $200,000 (TWO HUNDRED THOUSAND AND NO/100 DOLLARS); and

WHEREAS, there is sufficient unappropriated cash in the ANIMAL SERVICES FUND - COMPANY 1100, ACCOUNTING UNIT 1300 to support an additional appropriation of $200,000 (TWO HUNDRED THOUSAND AND NO/100 DOLLARS); and

WHEREAS, the need to provide an additional appropriation in the amount of $200,000 (TWO HUNDRED THOUSAND AND NO/100 DOLLARS) in the ANIMAL SERVICES FUND - COMPANY 1100, ACCOUNTING UNIT 1300 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 $200,000 (TWO HUNDRED THOUSAND AND NO/100 DOLLARS) in the ANIMAL SERVICES FUND - COMPANY 1100, ACCOUNTING UNIT 1300 is hereby approved and added to the Fiscal Year 2024 Appropriation Ordinance.

Enacted and approved this 23rd day of January, 2024 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

ADDITIONAL APPROPRIATION FOR
THE ANIMAL SERVICES FUND
COMPANY 1100, ACCOUNTING UNIT 1300
$200,000

FUNDING SOURCE		
42002-0000 – Registration/Application Fee	$200,000	
TOTAL FUNDING SOURCE		$200,000
EXPENDITURES		
PERSONNEL		
50000-0000 – Regular Salaries	$100,000	
50050-0000 – Temporary Salaries	$30,000	
51010-0000 – Employer Share I.M.R.F.	$7,700	
51030-0000 – Employer Share Social Security	$9,300	
51040-0000 – Employee Med & Hosp Insurance	$20,000	
TOTAL PERSONNEL		$167,000
COMMODITIES		
52000-0000 – Furn/Mach/Equip Small Value	$3,000	
TOTAL COMMODITIES		$3,000
CONTRACTUAL		
53075-0000 – Pet Population Program Services	$20,000	
TOTAL CONTRACTUAL		$20,000
CAPITAL OUTLAY		
54120-0000 – Automotive Equipment	$10,000	
TOTAL CAPITAL OUTLAY		$10,000
TOTAL ADDITIONAL APPROPRIATION		$200,000

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

File #: FI-R-0018-24 **Agenda Date:** 1/23/2024 **Agenda #:** 10.C.

GRANT AGREEMENT BETWEEN THE COUNTY OF DUPAGE
AND THE CHILD FRIENDLY COURTS FOUNDATION
FOR THE SAFE HARBOR CHILDREN'S WAITING ROOM
IN THE AMOUNT OF $40,750

WHEREAS, the Child Friendly Courts Foundation is a 501(c)(3) organization which provides a safe and comfortable waiting room for children whose parents have business in the DuPage County courthouse, known as the Safe Harbor Children's Waiting Room; and

WHEREAS, the County of DuPage ("County") wishes to enter into a grant Agreement ("Agreement") with the Child Friendly Courts Foundation to provide funding for operational expenses for the Safe Harbor Children's Waiting Room; and

WHEREAS, the County has prepared an Agreement ("Exhibit A") which outlines the arrangements between the County and the Child Friendly Courts Foundation to govern the disbursement and auditing of the funds.

NOW, THEREFORE BE IT RESOLVED, that the DuPage County Board hereby authorizes the DuPage County Board Chair to enter into the Agreement attached hereto as Exhibit A.

Enacted and approved this 23rd day of January, 2024 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

EXHIBIT A

A GRANT AGREEMENT BETWEEN THE COUNTY OF DUPAGE
AND THE CHILD FRIENDLY COURTS FOUNDATION
FOR THE SAFE HARBOR CHILDREN'S WAITING ROOM
IN THE AMOUNT OF $40,750

WHEREAS, the County of DuPage ("County") is a body corporate and politic; and

WHEREAS, the Child Friendly Courts Foundation ("Agency") is a 501(c)(3) organization that maintains a children's waiting room for children whose parents have business in the DuPage County courthouse, known as the Safe Harbor Children's Waiting Room; 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 reimburse the Agency in the amount of $40,750 to support the continuation of services provided by the Safe Harbor Children's Waiting Room to children whose parents have business before the 18th Judicial Circuit Court. The Agreement provides a process for the reimbursement of eligible expenses and a process for reporting on the funds in compliance with federal, state, and local requirements.
2. **Eligible Uses.** Funds appropriated by the County Board for disbursement under this Agreement shall be used to support the Agency's operating expenses for the Safe Harbor Children's Waiting Room for the period of February 1, 2024 through November 30, 2024.
3. **Recitals.** The recitals to this Agreement are incorporated as though set forth fully herein.
4. **Term.** This Agreement shall remain in effect through January 31, 2025. Sections 6, 7, 8, 9, 10, 11, 13, 14, 15 and 16 of this Agreement shall remain in effect indefinitely and shall survive the termination of this Agreement.
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 reimburse the Agency up to $40,750 for operational expenses related to the services provided by the Agency for the Safe Harbor Children's Waiting Room. For payments to be issued, the Agency must provide the County with a fully executed copy of this agreement, subsequently accompanied by monthly invoices.
8. **Report to the County.** The Agency shall submit monthly reports using the County's ARPA on-line portal. Said reports are due no later than 15 days after the end of the month. Reports shall include performance metrics and expenditure summaries. Performance metrics reports shall include, but not be limited to, monthly data on: (i) the number of children served for the reporting month, and (ii) the cumulative number of children served. Expenditure summaries shall include monthly expenditures, cumulative expenditures and supporting documentation that verify these expenditures (i.e., bank statements, invoices, payroll ledgers, timesheets, and the Finance Department's payroll planning worksheet).
9. **Audit.** The use of these funds may be audited and reviewed by the Office of the County Auditor and external audit. The Agency agrees to retain and provide access to all financial records and documents related to this Agreement for a period of not less than seven (7) years for audit purposes.
10. **Review of Operations.** The County may monitor and conduct an evaluation of operations funded. An evaluation may include a visit from County personnel to observe and review the Agency's financial and program materials relating to the activities financed.
11. **Liquidated Damages.** If the cumulative expenditures in the final performance metrics report are less than the amount awarded by the County to the Agency, then the County shall keep any unused funds in the ARPA Interest fund. Further, in the event that any entity authorized by law audits the County's disbursal of these funds and determines that the funds disbursed to the Agency were used for purposes other

than those permitted under this Agreement, the Agency agrees to indemnify the County and hold the County harmless against any and all liabilities, including judgments, costs and reasonable counsel fees, related to the disbursal of funds to the Agency.

12. **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.
13. **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.
14. **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.
15. **Sole Agreement.** This Agreement contains all negotiations between the County and the Agency. No other understanding regarding this grant Agreement, whether written or oral, may be used to bind either Party.
16. **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 of this Agreement shall be limited to the Agency's allocation, less any amount returned to the County pursuant to Section 11 of this Agreement.

[SIGNATURE PAGE TO FOLLOW]

THUS, in witness thereof, the Parties have executed this Agreement on the date first written below.

The County of DuPage

By: _____

Print Name: Deborah A. Conroy

Title: County Board Chair

Date: January 23, 2024

Child Friendly Courts Foundation

By: _____

Print Name: _____

Title: _____

Date: _____

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

File #: FI-R-0020-24 **Agenda Date:** 1/23/2024 **Agenda #:** 10.E.

AWARDING RESOLUTION FOR
TRENCHLESS REHABILITATION AND MAINTENANCE OF PIPELINE INFRASTRUCTURE

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and OMNIA Partners, Public Sector, Inc. (OMNIA Partners), the County of DuPage will contract with Hoerr Construction, Inc., Insituform Technologies, LLC, and Insituform Technologies USA, LLC; and

WHEREAS, pursuant to the agreement approved on February 13, 2007 in Resolution #FI-0034-07, the County is authorized to work with OMNIA Partners, Public Sector, Inc. (OMNIA Partners) to secure multi-state volume purchasing contracts; and

WHEREAS, the County issued its Solicitation #23-065-PW for Trenchless Rehabilitation and Maintenance of Pipeline Infrastructure; and

WHEREAS, the County evaluated the responses to the solicitation and Hoerr Construction, Inc., Insituform Technologies, LLC, and Insituform Technologies USA, LLC, have been found to meet all minimum qualifications and requirements per Solicitation #23-065-PW.

NOW, THEREFORE BE IT RESOLVED, that an award be issued to: Hoerr Construction, Inc., 1416 County Road. 200N, Goodfield, IL 61742, Insituform Technologies, LLC, 580 Goddard Avenue, Chesterfield, MO 63005, and Insituform Technologies USA, LLC, 580 Goddard Avenue, Chesterfield, MO 63005, at the solicited rates contained herein for procurements entered into during the period of January 23, 2024, through January 22, 2027.

BE IT FURTHER RESOLVED, that the County and other authorized members of the OMNIA Partners may order Trenchless Rehabilitation and Maintenance of Pipeline Infrastructure pursuant to this award of Solicitation #23-065-PW from the incorporated agreement. Each County order shall be approved pursuant to the County Procurement Ordinance OFI-005F-99 and any amendments thereto.

BE IT FURTHER RESOLVED, that the County will receive an administrative fee of no less than .15% of sales generated by the use of the contract, and all administrative fees will be split (50% / 50%) between the General Fund and Public Works.

Enacted and approved this 23rd day of January, 2024 at Wheaton, Illinois.

_____
DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

Principal Procurement Agency Rebate Agreement

This Principal Procurement Agency Rebate Agreement (this "**Rebate Agreement**") is hereby entered into by and between OMNIA Partners, Public Sector, Inc., a Delaware corporation ("**OMNIA Partners**") and The county of DuPage, IL (herein, "**Principal Procurement Agency**"). Principal Procurement Agency has entered into that certain Master Agreements dated _____, Agreement Nos. _____, by and between the Principal Procurement Agency and _____ (herein, "**Suppliers**") (as may be amended from time to time in accordance with the terms thereof, the "**Master Agreements**") for the purchase of Trenchless Rehabilitation and Maintenance of Pipeline Infrastructure (herein, "**Product**").

In connection with its collection of an administrative fee attributable to the marketing of the Master Agreements, OMNIA Partners shall make an annual rebate payment ("**PPA Rebate**") to Principal Procurement Agency in the amount of 5.0% of OMNIA Partners' administrative fees actually received with respect to the Master Agreements during the contract year for such Master Agreements. Each PPA Rebate payment from OMNIA Partners shall include a remittance report, Exhibit A, detailing the calculation for the applicable contract year's PPA Rebate and shall be remitted to the Principal Procurement Agency as shown on Exhibit B – PPA Rebate Remittance Form.

The PPA Rebate payment is hereby mutually agreed upon and shall be remitted to Principal Procurement Agency no later than 45 days after the end of the respective Master Agreements contract year for which a PPA Rebate is required or 45 days after OMNIA Partners actually receives, from the respective Supplier(s), all administrative fees due for the respective Master Agreements contract year, whichever is later. This PPA Rebate shall remain in effect for the complete term and renewal period(s), where applicable, of the Master Agreements.

Principal Procurement Agency represents and warrants that its receipt of the PPA Rebate complies with federal, state and local law, including but not limited to any and all state-specific procurement laws and that it has made any and all disclosures required by law, has duly authorized this Rebate Agreement and has full legal power and authority to enter into this Rebate Agreement.

The Principal Procurement Agency agrees to allow OMNIA Partners to utilize its name in promotional and marketing materials for OMNIA Partners and for the Master Agreements to Participating Public Agencies and Suppliers. OMNIA Partners agrees that all Master Agreements marketing materials are subject to review by the Principal Procurement Agency.

The COUNTY OF DUPAGE, IL	**OMNIA PARTNERS, PUBLIC SECTOR, INC.**
Signature	Signature Sarah E. Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title	Title
Date	Date

EXHIBIT A

PPA Rebate Remittance Report
Master Agreement
For the Contract Year _____ through _____

Administrative Fees attributable to Master Agreement Received:	
PPA Rebate % of Administrative Fee:	5.0%
PPA Rebate Paid This Remittance:	

EXAMPLE

EXHIBIT B

PPA Rebate Remittance Form

OMNIA Partners' preferred payment method is via Automated Clearing House ("ACH"). Please complete the following information. Remittance detail will be sent to the email address indicated.

Agency Information:

Agency Name As It Appears On Remittance: _____

Remittance Address: _____

Remittance City: _____ State: _____ Zip Code: _____

Contact Name: _____ Phone #: ( ) _____

E-Mail Address: _____

Banking Information:

Agency's Bank Name: _____

Bank Address: _____

Bank's City: _____ State: _____ Zip Code: _____

Bank Contact Name: _____ Phone #: ( ) _____

ABA Routing #: _____ Account #: _____

Account Type
(please check only one) Checking ☐ Savings ☐

Agency's Authorization:

Please sign below to confirm that you are authorizing OMNIA Partners to begin transferring PPA Rebate payments to the account mentioned above.

_____ _____
Signature Title

( ) _____ _____
Phone Number Date

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

File #: FI-R-0021-24 **Agenda Date:** 1/23/2024 **Agenda #:** 10.F.

APPOINTMENT OF IMRF AUTHORIZED AGENT

WHEREAS, the County of DuPage is required by Illinois law, under Article 7 of the Pension Code, to participate in the Illinois Municipal Retirement Fund; and

WHEREAS, the County of DuPage is required by this same law, to appoint one person as the Authorized Agent for the IMRF program; and

WHEREAS, the County Board must by resolution appoint and delegate to the Authorized Agent the following duties:

1. To determine and certify which employees are covered by IMRF;
2. To see that proper contributions are withheld;
3. To complete, sign and forward all necessary forms, reports, etc.;
4. To keep the County Board informed of pertinent information regarding employer contribution rates and matters requiring the Board's approval;
5. To file petitions for nomination of Trustees;
6. To cast ballots for election of Trustees; and

WHEREAS, from time to time it becomes necessary to appoint a new employee as the IMRF Authorized Agent; and

NOW, THEREFORE BE IT RESOLVED, that Christine Clevenger or a designee as determined by the Interim Director of Human Resources, be duly appointed by the DuPage County Board as the IMRF Authorized Agent.

BE IT FURTHER RESOLVED, that the County Clerk be directed to transmit copies of this resolution to the Auditor, Treasurer, Finance Department, Human Resources Department, and one copy to the County Board.

Enacted and approved this 23rd day of January, 2024 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-0022-24 **Agenda Date:** 1/23/2024 **Agenda #:** 10.G.

REVISION TO PERSONNEL BUDGET
ANIMAL SERVICES

WHEREAS, the DuPage County Board has approved personnel budgets for all County departments; and

WHEREAS, there are times when it is necessary to revise those budgets to insure efficient and effective County operations.

NOW, THEREFORE, BE IT RESOLVED that the Personnel Budget for Animal Services be revised to reflect the addition of:

Full-Time

50000 (1) Animal Services Program Manager	CB008-EM002 Grade: 312 $58,070 - $77,428 - $96,783

BE IT FURTHER RESOLVED that the County Clerk be directed to transmit copies of this resolution to the County Board and the Human Resources Department.

Enacted and approved this 23rd day of January, 2024 at Wheaton, Illinois.

_____
DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

Authorized Personnel Headcount Revision

Department Name: Animal Services

Dept. Fund and Number:

Parent Committee Approval: Animal Services

Addition or Deletion/#	Status	Job Code	Job Title / Salary Grade	Bi-Weekly Hrs.	Salary Range		Actual / Hiring Salary	Benefit Cost	Total Annual Cost
Add (1) Headcount	FT		Animal Services Program Manager 312	75	Min Mid Max	58,070 77,428 96,783	70,000	24,500	94,500
					Min Mid Max				
					Min Mid Max				
					Min Mid Max				

Status:	
Full-Time:	1010
Part-Time:	1070
Temporary:	1040

Benefit Cost:	
Full-Time:	35%
Part-Time:	15%
Temporary:	8%

Reason for Changes:
Request for additional headcount to support the Animal Services Operations.

Net Cost: 94,500
OR
Net Savings:

Department Head/Elected Official Authorization:

Human Resources Authorization:

g:resoluti:headcoun:

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

File #: FI-R-0023-24 **Agenda Date:** 1/23/2024 **Agenda #:** 10.H.

INTERGOVERNMENTAL AGREEMENT BETWEEN
TECHSHARE LOCAL GOVERNMENT CORPORATION ("TECHSHARE"),
THE COUNTY OF DUPAGE ("DUPAGE"),
AND THE DUPAGE COUNTY STATE'S ATTORNEY ("STATE'S ATTORNEY")

WHEREAS, TECHSHARE, the COUNTY, and the STATE's ATTORNEY are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act as set forth in 5 ILCS 220/1 *et seq*. and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purpose of the Intergovernmental Cooperation Act and Article 7 of the Constitution of the State of Illinois includes fostering cooperation among governmental bodies; and

WHEREAS, TECHSHARE, the COUNTY and the STATE'S ATTORNEY intend to enter into an Intergovernmental Agreement ("Agreement") for the performance of certain professional services as set forth and specified in the Agreement attached hereto; and

WHEREAS, TECHSHARE previously developed and has been maintaining a professional case management system for use by prosecutors in DuPage County since 2018 and has the experience and expertise in this area and is authorized to license their case management software; and

WHEREAS, the use of the TECHSHARE system allows the employees of the STATE'S ATTORNEY'S OFFICE to conduct their job functions more efficiently; and

WHEREAS, there have been managerial changes at TECHSHARE which have resulted in a delay in the final Agreement.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board finds it appropriate to authorize the STATE'S ATTORNEY to execute an agreement, substantially the same as the attached Agreement between TECHSHARE, the COUNTY and the STATE'S ATTORNEY; and

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution to Robert Lyons, DuPage County State's Attorney's Office and DuPage County.

Enacted and approved this 23rd day of January, 2024 at Wheaton, Illinois.

_____
DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

MASTER INTERLOCAL AGREEMENT
FOR SaaS PARTICIPATION IN TECHSHARE

1. Recitals

1.1. TechShare is a program whereby Local Governments and state agencies may realize economies of scale by jointly developing, procuring, operating, maintaining, and enhancing information technology projects and resources.

1.2. The undersigned Local Governments and state agencies and any and all other Local Governments and agencies of the State of Texas or another state adopting this Agreement may be referred to in this Agreement individually as "Subscriber" and collectively as "Subscribers."

1.3. TechShare is facilitated by TechShare Local Government Corporation ("TechShare LGC") through this Agreement.

1.4. Local Governments and state agencies have the ability to realize substantial savings by jointly planning, developing, procuring, operating or maintaining information technology projects and resources necessary to conduct business for their citizenry.

1.5. Local Governments and state agencies approving this Agreement by formal action of their respective governing bodies desire to share the operation and/or maintenance one or more information technology resources on a subscription basis.

1.6. This Agreement, including all addenda, exhibits and attachments hereto, set forth the rights and responsibilities of the Subscribers in their joint endeavor(s).

1.7. Each of the Subscribers finds that its payments for services performed pursuant to this Agreement may be made from current revenues that are readily available only for payments that are due in the then-current fiscal year.

1.8. The Subscribers each find that the amount paid for the services performed under this Agreement fairly compensates the performing party;

1.9. The Subscribers, acting by and through their respective governing bodies, individually and collectively, do hereby adopt and find the foregoing premises as findings of said governing bodies.

1.10. In consideration of the promises, inducements, covenants, agreements, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Subscribers and TechShare LGC agree as follows:

2. Definitions

2.1. For purposes of this Agreement and all other agreements, contracts and documents executed, adopted, or approved pursuant to this Agreement, which shall include any exhibit, attachment, or addendum, the following terms shall have the meaning prescribed to them within this section 2 (Definitions), unless the context of their use dictates otherwise. Other terms used in this Agreement

that are not defined herein, but defined in any of the other agreements, contracts and documents executed, adopted, or approved pursuant to this Agreement, which shall include any exhibit, attachment, addendum or associated document, shall have the same meaning herein as in such other documents

2.2. “Evergreening” means the process of refreshing software and hardware with new or updated versions to extend the lifecycle of Resources in a cost-effective manner.

2.3. "Intellectual Property" means documented or undocumented knowledge, creative ideas, or expressions of human mind that have commercial (monetary) value and are protectable under copyright, patent, service mark, trademark, or trade secret laws from imitation, infringement, and dilution.

2.4. “Local Government” has that meaning assigned to it by Texas Government Code § 791.003.

2.5. “Participants” means both Stakeholders and Subscribers.

2.6. "Resource" means Intellectual Property, personal property, services or knowledge acquired or developed by, or made available to, Subscribers through TechShare.

2.7. "SaaS Addendum" means an addendum to this Agreement entered into by TechShare LGC and one or more Subscribers for the Subscribers’ use of a Resource.

2.8. “SaaS Fee” means the amount paid by a Subscriber for use of a Resource. Each periodic SaaS Fee covers the costs of operating and maintaining the functionality of a Resource, including Evergreening and modifications necessary to address changes in applicable laws, rules or regulations.

2.9. “Software as a Service” or “SaaS” means a software delivery model in which the software is obtained on a subscription basis.

2.10. “Stakeholder” means an entity sharing a Resource other than a Subscriber.

2.11. “Subscriber” means an entity sharing a Resource through a SaaS model.

3. Agreement Supervision and Administration

3.1. In addition to providing services as specified in each SaaS Addenda, TechShare LGC will administer this Agreement and may enter into one or more contracts for administrative services as authorized by Tex. Gov’t Code § 791.013. Administrative services include:

3.1.1 administering all contracts, procedural documents, manuals, and other guidelines pertaining to the management of each Resource;

3.1.2 providing information to Subscribers and potential Subscribers to increase awareness of TechShare and the opportunities for sharing and collaboration therein;

3.1.3 rendering invoices, receiving funds, establishing and maintaining appropriate accounting records, establishing and utilizing an appropriate cost accounting system, and managing accounts receivable;

3.1.4 serving as the communication and distribution center for information related to TechShare;

3.1.5 reviewing and making recommendations on all contracts;

3.1.6 acting as a liaison with federal and state agencies and responding to their inquiries;

3.1.7 computing and providing billings for participation;

3.1.8 filing required forms and reports with state and other governmental agencies;

3.1.9 assisting a Subscriber's auditor and actuary as necessary;

3.1.10 coordinating banking functions and handling deposits and reconciliations;

3.1.11 forming or administering committees.

3.2. TechShare LGC shall have the authority to conduct procurement functions and enter into contracts with one or more vendors as may be deemed necessary to carry out the purposes of this Agreement and to effectively manage each Resource.

3.2.1. All contracts approved by TechShare LGC with vendors will be exclusively between TechShare LGC and the selected vendors.

3.2.2. TechShare LGC is prohibited from binding any Subscriber to any obligations arising from contracts between TechShare LGC and third-party vendors regarding goods or services, unless expressly approved by a Subscriber's governing body.

3.3. This Agreement does not grant to any Subscriber equity rights in any of the assets or property of TechShare LGC unless specifically provided for herein.

3.4. The Subscribers intend that TechShare LGC shall operate only within the scope herein set out and have not herein created, as between the Subscribers, any relationship of surety, indemnification, or responsibility for the debt of or claims against any other Subscriber. Nor is such a relationship created between any Subscriber or group of Subscribers and TechShare LGC.

3.5. The Subscribers have not, by entering into this Agreement, assumed, in any manner, any liability for the debts of, or claims against, TechShare LGC.

3.6. TechShare LGC will not be financially liable to Subscribers for the performance or function of any Resource. In the event of non-performance of a Resource, TechShare LGC will make best efforts within the applicable budget to correct the non-performance.

3.7. In addition to SaaS Fees, Subscribers may be required to pay implementation costs for a Resource. Implementation costs will be unique to each Subscriber and will not be shared with other Subscribers.

3.8. All SaaS Fees, implementation costs, and other fees or charges assessed by TechShare LGC are payable in advance of services being rendered.

3.9. Installation or implementation of a Resource will only be done by TechShare staff or TechShare contractors.

4. Ownership of Data

4.1 When use of a Resource involves the shared storage of data or the shared access to data of Participants and other entities, the data remains the property of the Participant or entity that created or submitted the data, unless otherwise provided in the applicable SaaS Addendum.

4.2 Information or other data of a Participant shall not be used by the other Participants other than in connection with the performance of this Agreement and the applicable SaaS Addendum, or another similar agreement in the case of Stakeholders.

4.3 Information or other data of a Participant shall not be disclosed, sold, assigned, leased or otherwise provided to third parties, or commercially exploited by or on behalf of any other Participant, their employees, officers, agents, subcontractors, invitees, or assigns in any respect.

4.4 In the event a Participant receives a request for information or other data belonging to another Participant or entity, the Participant receiving the request must promptly notify the requestor that the Participant receiving the request is not the custodian of the requested information or data.

4.4.1 A copy of the request must be forwarded to TechShare LGC within 24 hours of receipt.

4.5 Each Participant shall contractually bind other entities with access to information or data through the Participant to observe the same restrictions on the use and disclosure of information and data belonging to other Participants or entities, and the requirement to send requests for information and data belonging to other Participants or entities to TechShare LGC.

4.6 It is the intention of the Participants that the custodian(s) of data in the event such custodian(s) did not share a Resource will remain the custodian(s) of such information and data, unless an applicable SaaS Addendum provides otherwise.

5. Warranties

5.1. **NO PARTY TO THIS AGREEMENT WARRANTS THE AVAILABILITY, ACCURACY, QUALITY, RELIABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY RESOURCE OR DATA ACCESSIBLE THROUGH A RESOURCE.**

5.2. **THIRD PARTY WARRANTIES OR GUARANTEES MAY INURE TO THE BENEFIT OF THE PARTICIPANTS TO A PARTICULAR RESOURCE IF SUCH ARE CONTRACTUALLY SECURED AS PART OF SUCH RESOURCE, AS SET FORTH IN THE APPROPRIATE ADDENDUM. NO PARTY TO THIS AGREEMENT SHALL BE HELD LIABLE FOR A WARRANTY OR GUARANTEE OFFERED BY A THIRD PARTY.**

5.3. **ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED BY ALL PARTIES TO THIS AGREEMENT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.**

6. Notice

6.1. Any and all notices to be given under this Agreement by a Subscriber or TechShare LGC shall be deemed to have been given if reduced to writing and delivered in person or mailed by overnight or certified mail, return receipt requested, postage pre-paid, to the address set forth on the signature page of the intended recipient.

6.2. A Subscriber may change its address for receiving notification under this Agreement by providing written notice of the change of address to TechShare LGC.

6.3. TechShare LGC may change its address for receiving notification under this Agreement by providing written notice of the change of address to all Subscribers.

6.4. Any notice required hereunder shall be deemed to have been given three (3) days subsequent to the date it was placed in the United States mail, postage pre-paid.

7. Amendment

7.1. This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by all Participants.

7.2. Any modification, alteration, addition or deletion to the terms of this Agreement which are required by changes in federal or state law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law.

8. Current Revenue

8.1. The Parties warrant that all payments, expenditures, contributions, fees, costs, and disbursements, if any, required of it hereunder or required by any other agreements, contracts and documents executed, adopted, or approved pursuant to this Agreement, which shall include any exhibit, attachment,

addendum or associated document, shall be paid from current revenues available to the paying Party.

8.2. The Parties warrant that no debt is created by this Agreement.

9. Binding Agreement, Authority, Parties Bound

9.1. This Agreement has been duly executed and delivered to all parties and constitutes a legal, valid and binding obligation of the Parties.

9.2. This Agreement may be executed in multiple counterparts. Each person executing this Agreement on behalf of each Party represents and warrants that they have full right and authority to enter into this Agreement.

10. Applicable Law

10.1. This Agreement shall be expressly subject to the Subscribers' sovereign immunity and other governmental immunity and all applicable federal and state law.

10.2. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

11. Severability

In the event that one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of the Agreement shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein, but shall not affect the remaining provisions of this Agreement, which shall remain in force and effect.

12. Assignment

No Subscriber may assign its rights and duties under this Agreement without the prior written consent of TechShare LGC. Any assignment attempted without such prior consent shall be null and void.

13. Full Agreement

13.1. This Agreement, standing alone, does not grant any rights, or bind any Party, to any obligations.

13.2. Only upon execution of a SaaS Addendum will a Subscriber have any rights or obligations pursuant to this Agreement.

13.3. This Agreement and any SaaS Addenda executed by a Subscriber shall contain the entire understanding of the Parties with respect to that Subscriber regarding participation in TechShare.

13.4. Each Subscriber acknowledges that the other Participants, or anyone acting on behalf of the other Participants, and TechShare LGC have made no representations, inducements, promises or agreements, orally or otherwise, unless such representations, inducements, promises or agreements are embodied in this Agreement, expressly or by incorporation.

14. Multiple Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be and shall be construed as an original, and all of which shall constitute and be construed as a single agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

DUPAGE COUNTY

By: _____

Title: _____

Date:_____

ATTEST:

By: _____

Title: _____

TECHSHARE LGC

BY: _____

Title: Executive Director

Date:

Name and Address for Purposes of Notice:

Executive Director
TechShare Local Government Corporation
500 W. 13th Street
Austin, TX 78701

Software as a Service Addendum

This Software as a Service (SaaS) Addendum (this "Addendum") is made and entered into by and between TechShare Local Government Corporation ("TECHSHARE"), and DuPage County, IL (the "Subscriber") pursuant and subject to the Master Interlocal Agreement for SaaS Participation in TechShare.

DEFINITIONS

1.1. Addendum means this Software as a Service Addendum, including all exhibits attached hereto and to be attached throughout the Term of this Addendum, all of which are incorporated by reference herein.

1.2. Business Day means any day, Monday through Friday, excluding any TECHSHARE holiday.

1.3. Business Hour means 7:00 a.m. to 7:00 p.m., Central Time during Business Days.

1.4. Claims mean any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses, including reasonable attorneys' fees and expenses.

1.5. Confidential and Proprietary Information means all information in any form relating to, used in, or arising out of a Party's operations and held by, owned, licensed, or otherwise possessed by such Party (the "Owner") (whether held by, owned, licensed, possessed, or otherwise existing in, on or about the Owner's premises or the other Party's premises and regardless of how such information came into being, as well as regardless of who created, generated or gathered the information), including, without limitation, all information contained in, embodied in (in any media whatsoever) or relating to the Owner's inventions, ideas, creations, works of authorship, business documents, licenses, correspondence, operations, manuals, performance manuals, operating data, projections, bulletins, customer lists and data, sales data, cost data, profit data, financial statements, strategic planning data, financial planning data, designs, logos, proposed trademarks or service marks, test results, product or service literature, product or service concepts, process data, specification data, know how, software, databases, database layouts, design documents, release notes, algorithms, source code, screen shots, and other research and development information and data. Notwithstanding the foregoing, Confidential and Proprietary Information does not include information that: (a) becomes public other than as a result of a disclosure by the other Party in breach hereof; (b) becomes available to the other Party on a non-confidential basis from a source other than the Owner, which is not prohibited from disclosing such information by obligation to the Owner; (c) is known by the other Party prior to its receipt from the Owner without any obligation of confidentiality with respect thereto; or (d) is developed by the other Party independently of any disclosures made by the Owner.

1.6. Current Software Version means the current production version of TECHSHARE's software listed on Attachment A.

1.7. Defect means any bug, error, contaminate, malfunction, or other defect in the Licensed Software caused by, arising from, or emanating from the reasonable control of TECHSHARE that renders the Licensed Software in non-conformance with TECHSHARE's then current published specifications.

1.8. Documentation means the operating manuals and any other materials in any form or media provided by TECHSHARE to the users of the Licensed Software.

1.9. Embedded Third-Party Software means licensed third-party software that is required to provide the functionality of the Licensed Software and which is embedded in the Licensed Software, which as of the date of this Addendum, consists of the software set forth on Attachment A labeled as "Embedded Third-Party Software".

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1.10. Indemnified Party means Subscriber and each of its officers, employees, agents, successors, and permitted assigns.

1.11. Licensed Property means the Licensed Software and the Documentation.

1.12. Licensed Software means: (a) the Current Software Version; (b) Embedded Third-Party Software; and (c) any Local Enhancements.

1.13. Local Enhancements means any refinement, enhancement, or other customization to the Current Software Version to be developed by TECHSHARE per Attachment B.

1.14. Party means, individually, TECHSHARE and Subscriber.

1.15. Project means the delivery of the Licensed Property and the performance of all services to be provided by TECHSHARE in accordance with the provisions of this Addendum.

1.16. Project Manager means the person designated by each Party who is responsible for the management of the Project.

1.17. SaaS Fee means the "Total Annual SaaS Fee" as set forth on the Attachment A, which is due and payable as set forth in Section 3.1

1.18. Service Level Terms and Conditions means the terms and conditions for TECHSHARE's maintenance and support of the Licensed Software, which can be found at:

https://techshare.atlassian.net/wiki/spaces/TSP/pages/416088331/TechShare+Prosecutor+Production+Support+Plan

1.19. Users means individuals who are authorized by Subscriber to use the Licensed Property, and who have been supplied with user identifications and passwords by Subscriber (or by TECHSHARE at Subscriber's request).

2. TITLE AND LICENSE

2.1. License Grant. In consideration for the SaaS Fee, which shall be due and payable as set forth in Section 3, TECHSHARE hereby grants to Subscriber a limited, non-exclusive, revocable and non-transferable license (and sublicense with respect to the Embedded Third-Party Software) to use the Licensed Property for Subscriber's internal administration, operation, and/or conduct of Subscriber's business operations.

TECHSHARE HAS THE RIGHT TO REVOKE THIS LICENSE IF SUBSCRIBER TERMINATES, CANCELS OR FAILS TO RENEW THIS ADDENDUM. TECHSHARE HAS THE RIGHT TO UNILATERALLY REVOKE THIS LICENSE AND DENY SUBSCRIBER ACCESS TO THE LICENSED PROPERTY IF SUBSCRIBER FAILS TO REMIT ANY REQUIRED FEES WITHIN THIRTY DAYS OF THE DATE SUCH FEES BECOME DUE AS SET FORTH HEREIN AND SUCH AMOUNTS REMAIN OUTSTANDING FOR A PERIOD OF THIRTY DAYS FOLLOWING TECHSHARE'S WRITTEN NOTICE OF ITS INTENT TO REVOKE THE LICENSE.

2.2. License Not Tied to Number of Users. Unless otherwise specified on the Attachment A, the SaaS Fee is based on the number of specific user roles and is not based on the total number of users of the Licensed Property.

2.3. Restrictions. Unless otherwise expressly set forth in this Addendum, Subscriber shall not (a) reverse engineer, de-compile, or disassemble any portion of the Licensed Software or (b) sublicense, transfer,

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rent, or lease the Licensed Software or its usage. To the extent Subscriber employs contractors, subcontractors, or other third parties to assist in the Project, Subscriber shall obtain from such third parties an executed TECHSHARE confidentiality Addendum prior to such parties being permitted access to TECHSHARE Confidential and Proprietary Information.

2.4. Embedded Third-Party Software. The license grant set forth in Section 2.1 includes the right to use any Embedded Third-Party Software; provided, however, that such access to and use of such Embedded Third-Party Software shall be according to such terms, conditions, and licenses as are imposed by the manufacturers and/or third-party licensors of such Embedded Third-Party Software. All such Embedded Third-Party Software is covered by the SaaS Fee. TECHSHARE shall pass through to Subscriber any and all warranties granted to TECHSHARE by the owners, licensors, and/or distributors of such Embedded Third-Party Software.

2.5. Title.

(a) TECHSHARE represents and warrants that it possesses the right to license the Licensed Software and all components and copies thereof. Nothing in this Addendum shall be deemed to vest in Subscriber any ownership or intellectual property rights in and to the intellectual property (including, without limitation, TECHSHARE Confidential and Proprietary Information), any components and copies thereof, or any derivative works based thereon prepared by TECHSHARE.

(b) All training materials shall be the sole property of TECHSHARE.

(c) All Subscriber data shall remain the property of Subscriber. TECHSHARE shall not use Subscriber data other than in connection with providing the services pursuant to this Addendum.

3. FEES AND INVOICING

3.1. SaaS Fee. Unless otherwise specified in Attachment A, the annual SaaS Fee is based on the number of specific prosecuting attorney user roles. Subscriber agrees to provide TECHSHARE information confirming the number of those roles to permit TECHSHARE to calculate the SaaS fee annually. There will be no mid-term adjustments.

3.2. Invoice and Payment for Professional Services. If applicable, TECHSHARE shall invoice Subscriber for professional services and associated expenses before rendering professional services. Following receipt of a properly submitted invoice, Subscriber shall pay TECHSHARE within thirty (30) days. Upon completion of professional services, the remaining balance of amounts paid by Subscriber, if any, shall be returned to Subscriber upon certification from TECHSHARE's Chief Financial Officer that the Project is closed.

3.3. Invoice and Payment of Annual SaaS Fees. SaaS Fees, as set forth in Attachment A, shall be invoiced at the start of training for the initial SaaS Fee and on or about November 1 each year thereafter, and shall be paid by Subscriber within thirty (30) days of receipt of the invoice. Each invoice shall include, at a minimum, the total invoiced amount and a reference to the specific items being invoiced under this Addendum.

3.4. Payment for goods and services under this contract shall comply with Chapter 2251 of the Texas Government Code, the Texas Prompt Payment Act. Any undisputed sum not paid when due shall bear interest at the rate of eighteen percent (18%) annually, or the maximum amount allowed by law, whichever is lower. Interest begins to accrue on the thirty first (31st) day after the undisputed amount is due. Interest on an overdue payment stops accruing on the date TECHSHARE receives payment.

4. PROJECT IMPLEMENTATION

4.1. Professional Services. If applicable, Attachment B includes TECHSHARE's good faith estimate of the hours and fees associated with the services to be performed by TECHSHARE for Subscriber, including

travel time by TECHSHARE's personnel from TECHSHARE's place of business to and from Subscriber's place of business, and for which Subscriber shall pay on a time and materials basis. Additional services requested by Subscriber which are beyond those hours detailed in Attachment B will be billed at TECHSHARE's then current services rates.

4.2. Office Space. Subscriber shall, at its sole expense, provide reasonable access to office space, telephone access, network access (including providing TECHSHARE reasonable access to a secure virtual private network connection or other comparable connection for use by TECHSHARE from time to time on a non-dedicated basis), Internet connections, and such other facilities as may be reasonably requested by TECHSHARE for use by TECHSHARE personnel for the purpose of performing this Addendum.

4.3. Subscriber's Hardware and Other Software. Subscriber shall be responsible to acquire, install, and configure all workstations and other hardware, as well as the operating systems and other software, that will be used by Subscriber to operate the Licensed Software now or in the future. TECHSHARE shall have no liability for defects in such hardware and software.

4.4. Cooperation. Subscriber acknowledges that the implementation of the Project is a cooperative process requiring the time and resources of Subscriber personnel. Subscriber shall, and shall cause its personnel to, use all reasonable efforts to cooperate with and assist TECHSHARE as may be reasonably required to timely implement the Project, including, without limitation, providing reasonable information regarding its operations and reasonable access to its facilities. TECHSHARE shall not be liable for failure to timely implement the Project when such failure is due to Force Majeure (as identified in Section 17.14) or to the failure by Subscriber personnel to provide such cooperation and assistance (either through action or omission).

5. INSTALLATION OF THE LICENSED SOFTWARE

TECHSHARE shall use commercially reasonable efforts to promptly provision and configure a hosted instance of the software for the Subscriber in the CJIS-Compliant environment provided by TECHSHARE and, as specified in Attachment B and in accordance with a mutually agreed upon timetable. Upon completion of the configuration of the hosted instance, TECHSHARE shall conduct its standard diagnostic evaluation to determine that the Licensed Software is properly functioning, and upon completion, shall deliver written instructions for accessing the Licensed Software to Subscriber.

6. VERIFICATION OF THE LICENSED SOFTWARE

6.1. Verification Procedure. Upon provisioning of the Licensed Software, TECHSHARE shall perform its standard test procedures and shall certify to Subscriber that the Licensed Software is in substantial conformance with TECHSHARE's then current published specifications and is ready for Subscriber's use. In the event TECHSHARE cannot so certify, TECHSHARE's sole obligation shall be to correct the cause thereof, which shall be Subscriber's sole right and remedy against TECHSHARE.

6.2. Certification Final. TECHSHARE's certification that the Licensed Software substantially complies with the then-current published specifications shall be final and conclusive, except for latent defects, fraud, and such gross mistakes that amount to fraud. If Subscriber disputes the certification for any reason, it shall notify TECHSHARE in writing within fifteen (15) business days of receipt of the certification from TECHSHARE.

6.3. Use. Notwithstanding anything to the contrary herein, Subscriber's use of the Licensed Software for its intended purpose shall constitute Subscriber's verification of the provision of the Licensed Software for purposes of the SaaS Fees.

7. TRAINING

To the extent that training services are included in Attachment B, TECHSHARE shall train Subscriber in accordance with a mutually agreeable training plan. The training plan shall outline the training required for

personnel to operate the Licensed Software. TECHSHARE shall provide Subscriber personnel with only the number of hours of training for the respective portions of the Licensed Software as set forth in Attachment B. Training shall be provided at Subscriber's principal place of business or other site selected by Subscriber. Training shall be performed according to the training plan, but in any event shall be "hands-on" using production-ready versions of the Licensed Software. The courses shall train Subscriber's employees or agents in a manner to provide basic end user training. Subscriber shall be responsible for providing an adequately equipped training facility to operate the Licensed Software.

8. MAINTENANCE AND SUPPORT SERVICES

8.1. Service Level Terms and Conditions. Upon TECHSHARE's certification of the Licensed Software or Subscriber's use, whichever occurs first, TECHSHARE shall provide Subscriber with the maintenance and support services for the Licensed Software as set forth in Section 1.18, above. TECHSHARE may modify the Service Level Terms and Conditions and shall provide notice to Subscriber of any modification at least 90 days prior to the effective date of the modification.

8.2. Responsibilities of Subscriber. In addition to the other responsibilities set forth herein, Subscriber shall: (a) provide all training of its personnel, other than training to be provided by TECHSHARE as specified in Attachment B; (b) collect, prepare, and enter all data necessary for the day-to-day operations of the Licensed Software; (c) retain separate copies of all conversion data delivered to TECHSHARE; (d) provide end user workstations that conform to TECHSHARE's minimum requirements; and (e) provide the requisite networks.

9. CONFIDENTIAL AND PROPRIETARY INFORMATION

9.1. Protection of Confidential and Proprietary Information. Each Party shall not disclose, disseminate, transmit, publish, distribute, make available, or otherwise convey the other Party's Confidential and Proprietary Information, and each Party shall not use, make, sell, or otherwise exploit any such other Party's Confidential and Proprietary Information for any purpose other than the performance of this Addendum, without the other Party's written consent, except: (a) as may be required by law, regulation, judicial, or administrative process; or (b) as required in litigation pertaining to this Addendum, provided that the other Party is given advance notice of such intended disclosure in order to permit it the opportunity to seek a protective order. The Parties shall ensure that all individuals assigned to perform services herein shall abide by the terms of this Section 9.1 and a Party shall be responsible for breaches by such persons acting by or for such Party.

9.2. Protection of Data of Other Users. If Licensed Software includes the ability to access data of other entities also using the Licensed Software, Subscriber agrees that such data remains the property of such other entities. Information or other data of another entity shall not be disclosed, sold, assigned, leased or otherwise provided to third parties, or commercially exploited by or on behalf of Subscriber, tits employees, officers, agents, subcontractors, or assigns in any respect. In the event Subscriber receives a request for information or other data belonging to another entity, Subscriber must promptly notify the requestor that the Subscriber is not the custodian of the requested information or data.

9.3. Judicial and Administrative Proceedings. If a Party is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, requirements of any applicable open government statute, or other similar process) to disclose any Confidential and Proprietary Information of the other Party or of another entity as described in section 9.2. (the "Owner"), such Party shall provide the Owner with prompt written notice of such request or requirement so that the Owner may seek protective orders or other appropriate remedies and/or waive compliance with the provisions of this Addendum. If, in the absence of a protective order or other remedy or the receipt of a waiver by the Owner, the Party nonetheless is legally compelled to disclose the Owner's Confidential and Proprietary Information or else would stand liable for contempt or suffer other censure or penalty, the Party may, without liability herein, disclose only that portion of the Owner's Confidential and Proprietary Information required to be disclosed, provided that the Party uses

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reasonable efforts to preserve the confidentiality of the Owner's Confidential and Proprietary Information, including, without limitation, by cooperating with the Owner to obtain an appropriate protective order or other administrative relief.

9.4. TECHSHARE has executed, and will comply with, the Criminal Justice Information Services Security Addendum, Attachment C.

10. REPRESENTATIONS AND WARRANTIES

10.1. Project Personnel. All TECHSHARE personnel utilized in connection with fulfilling its obligations pursuant to or arising from this Addendum shall be employees of TECHSHARE or, if applicable, TECHSHARE's subcontractor(s), shall be qualified to perform the tasks assigned them, and shall be in compliance with all applicable laws relating to employees generally, including, without limitation, immigration laws.

10.2. Pass-Through of Warranties. TECHSHARE hereby passes through the benefits of all third-party warranties that it receives in connection with any product provided to Subscriber.

10.3. No Actions, Suits, or Proceedings. There are no actions, suits, or proceedings pending or, to the knowledge of TECHSHARE, threatened, that shall have a material adverse effect on TECHSHARE's ability to fulfill its obligations pursuant to or arising from this Addendum.

10.4. Compliance with Laws. In performing this Addendum, TECHSHARE shall also comply in all material respects with applicable federal, state, and local statutes, laws, ordinances, rules, and regulations.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 10 OR ELSEWHERE IN THIS ADDENDUM, TECHSHARE DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

11. LIMITATION OF LIABILITY

TECHSHARE'S LIABILITY TO SUBSCRIBER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS ADDENDUM, REGARDLESS OF LEGAL THEORY SUCH AS BREACH OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO: (A) PRIOR TO TECHSHARE'S CERTIFICATION OF THE LICENSED SOFTWARE AND SUBSCRIBER'S USE THEREOF, THE SaaS FEES PAID BY SUBSCRIBER, IF ANY; AND (B) AFTER TECHSHARE'S CERTIFICATION OF THE LICENSED SOFTWARE AND SUBSCRIBER'S USE THEREOF, FIXING DEFECTS IN ACCORDANCE WITH SERVICE LEVEL TERMS AND CONDITIONS. THE FOREGOING LIMITATIONS DO NOT APPLY TO THE FOLLOWING CIRCUMSTANCES: (1) FRAUD; OR (2) BREACH OF SECTION 12.1 (CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE) OR SECTION 12.2 (INTELLECTUAL PROPERTY INFRINGEMENT).

IN NO EVENT SHALL TECHSHARE BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, LOSS OF BUSINESS, OR LOSS OR CORRUPTION OF DATA ARISING OUT OF THIS ADDENDUM, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

12. INDEMNIFICATION

12.1. General – Bodily Injury and Property Damage. Notwithstanding any other provision of this Addendum, TECHSHARE shall defend, indemnify, hold, and save harmless the Indemnified Parties from and against any and all Claims for bodily injury or property damage sustained by or asserted against Subscriber arising out of, resulting from, or attributable to the negligent or willful misconduct of TECHSHARE, its employees, subcontractors, representatives, and agents; provided, however, that TECHSHARE shall not be liable herein to indemnify Subscriber against liability for damages arising out of bodily injury to

people or damage to property to the extent that such bodily injury or property damage is caused by or resulting from the actions or omissions, negligent or otherwise, of Subscriber, its agents, contractors, subcontractors, or employees.

12.2. Intellectual Property Infringement.

(a) Notwithstanding any other provision of this Addendum, if any claim is asserted, or action or proceeding brought against an Indemnified Party that alleges that all or any part of the Licensed Property, in the form supplied, or modified by TECHSHARE, or an Indemnified Party's use thereof, infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title, or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, the Indemnified Party, upon its awareness, shall give TECHSHARE prompt written notice thereof. TECHSHARE shall defend, and hold Indemnified Party harmless against, any such claim or action with counsel of TECHSHARE's choice and at TECHSHARE's expense and shall indemnify Indemnified Party against any liability, damages, and costs resulting from such claim. Without waiving any rights pursuant to sovereign immunity, Indemnified Party shall cooperate with and may monitor TECHSHARE in the defense of any claim, action, or proceeding and shall, if appropriate, make employees available as TECHSHARE may reasonably request with regard to such defense. This indemnity does not apply to the extent that such a claim is attributable to modifications to the Licensed Property made by the Indemnified Party, or any third party pursuant to Indemnified Party's directions, or upon the unauthorized use of the Licensed Property by the Indemnified Party.

(b) If the Licensed Property becomes the subject of a claim of infringement or misappropriation of a copyright, patent, or trade secret or the violation of any other contractual or proprietary right of any third party, TECHSHARE shall, at its sole cost and expense, select and provide one of the following remedies, which selection shall be in TECHSHARE's sole discretion: (i) promptly replace the Licensed Property with a compatible, functionally equivalent, non-infringing system; or (ii) promptly modify the Licensed Property to make it non-infringing; or (iii) promptly procure the right of Subscriber to use the Licensed Property as intended.

13. TAXES

13.1. Tax Exempt Status. Subscriber represents and warrants that it is a governmental tax-exempt entity and shall not be responsible for any taxes for any Licensed Property or services provided for herein, whether federal or state. The fees paid to TECHSHARE pursuant to this Addendum are inclusive of any applicable sales, use, personal property, or other taxes attributable to periods on or after the Effective Date of this Addendum.

13.2. Employee Tax Obligations. Each Party accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, workers' compensation insurance, unemployment insurance, or retirement benefits, pensions, or annuities now or hereafter imposed pursuant to or arising from any state or federal laws which are measured by the wages, salaries, or other remuneration paid to persons employed by such Party for work performed under this Addendum.

14. INSURANCE

TECHSHARE shall provide, upon the written request of Subscriber (which shall not be less than thirty (30) days after the Effective Date), proof of insurance for and maintain, at TECHSHARE's sole cost and expense, the following insurance coverage: (a) workers' compensation insurance protecting TECHSHARE and Subscriber from potential TECHSHARE employee claims based upon job-related sickness, injury, or accident during performance of this Addendum; and (b) comprehensive general liability (including, without limitation, bodily injury and property damage) insurance with respect to TECHSHARE's agents assigned to perform the services

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herein with policy limits of not less than $1,000,000 combined single limit per occurrence and $2,000,000 in the aggregate.

15. TERM, SUSPENSION, AND TERMINATION

15.1. Term. The term of this Addendum (the "Term") shall commence on the date specified in Attachment A and continue for the subscription term specified therein. Except as otherwise specified in Attachment A, the term of this Addendum, and the corresponding payment of all SaaS Fees, shall automatically renew for one year unless either party gives the other notice of non-renewal at least 60 days before the end of the relevant subscription term. The per-unit pricing during any renewal term shall be the same as that during the prior term unless TECHSHARE has given Subscriber written notice of any pricing change at least 90 days before the end of such prior term, in which case the change in pricing shall be effective upon renewal and thereafter.

15.2. Early Termination by Subscriber. This Addendum may be terminated by Subscriber prior to the end of the then-current term by Subscriber providing TECHSHARE with (a) ninety (90) days written notice of its intent to terminate, and (b) payment of the SaaS Fees still due for the remainder of the then current term.

15.3. Termination for Cause. Either Party may terminate this Addendum for Cause, provided that such Party follows the procedures set forth in this Section 15.3.

(a) For purposes of this Section, "Cause" means either:

(i) a material breach of this Addendum, which has not been cured within ninety (90) days of the date such Party receives written notice of such breach;

(ii) the failure by Subscriber to timely pay when due any fees and expenses owed to TECHSHARE pursuant to this Addendum and any delinquent amounts remain outstanding for a period of thirty (30) days after TECHSHARE provides written notice of its intent to terminate for failure to pay;

(iii) breach of Section 9; or

(iv) if TECHSHARE becomes insolvent or bankrupt, or institutes or causes to be instituted any proceedings in bankruptcy or relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors; except, however, any involuntary petition for bankruptcy filed by a third party does not constitute cause under this subsection if dismissed within 10 business days.

(b) No Party may terminate this Addendum under Section 15.3(a)(i) unless it cooperates in good faith with the alleged breaching Party during the cure period and complies in good faith with the dispute resolution procedures set forth in Section 16 following such period.

(c) Upon any termination for Cause by Subscriber, TECHSHARE shall refund any prepaid SaaS Fees covering the remainder of the Term after the effective date of termination. Upon any termination for Cause by TECHSHARE, Subscriber shall pay TECHSHARE any unpaid SaaS Fees covering the Term. In no event shall any termination relieve Subscriber of the obligation to pay any fees payable to TECHSHARE for the period prior to the effective date of termination.

15.4. Effect of Termination. Upon termination of this Addendum for any reason: (a) the licenses provided hereunder shall automatically terminate as of the effective date of the termination and Subscriber's access to the Licensed Software shall be denied; (b) subject to payment of all amounts due hereunder, and upon written request, TECHSHARE will provide to Subscriber such contents of the database that are owned by Subscriber, as such contents exist on the date of termination, in a standard industry data

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file format within five business days; and (c) upon written request, Subscriber shall return all documentation, products, TECHSHARE Confidential and Proprietary Information, and other information disclosed or otherwise delivered to Subscriber by TECHSHARE.

15.5. Survival. The following provisions shall survive after the Term of this Addendum: 1; 2; 9; 11; 12; 13; 15; 16; and 17.

16. DISPUTE RESOLUTION

Disputes arising out of, or relating to, this Addendum shall first be discussed by the Project Managers. Any dispute that cannot be resolved within five (5) Business Days at the Project Manager level (or such other date as agreed upon by the Project Managers) shall be referred to the individual reasonably designated by Subscriber and TECHSHARE's Executive Director assigned to Subscriber's account ("Intermediary Dispute Level"). Any dispute that cannot be resolved in ten (10) Business Days at the Intermediary Dispute Level shall then be referred to Subscriber's chief executive officer or other individual reasonably designated by Subscriber and TECHSHARE's Executive Director ("Executive Dispute Level"), at such time and location reasonably designated by the Parties. Any negotiations pursuant to this Section 16 are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. For any dispute that the Parties are unable to resolve through informal discussions or negotiations or pursuant to the dispute resolution and escalation procedures set forth in this Addendum, the Parties shall submit the matter to nonbinding mediation before the commencement of any proceeding in a court. The foregoing shall not apply to claims for equitable relief under Section 9.

17. MISCELLANEOUS

17.1. Assignment. Neither Party may assign this Addendum or any of its respective rights or obligations herein to any third party without the express written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, TECHSHARE may assign its rights and obligations herein to any successor entity acquiring the right to make available the Licensed Property on behalf of the legal owners of such Licensed Property.

17.2. Cumulative Remedies. Except as specifically provided herein, no remedy made available herein is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy provided herein or available at law or in equity.

17.3. Notices. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the Parties at their respective addresses set forth on the signature page hereto, or at such other addresses as may be specified in writing by either of the Parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.

17.4. Counterparts. This Addendum may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

17.5. Waiver. The performance of any obligation required of a Party herein may be waived only by a written waiver signed by the other Party, which waiver shall be effective only with respect to the specific obligation described therein.

17.6. Entire Addendum. This Addendum (inclusive of Attachments) constitutes the entire understanding and contract between the Parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof.

17.7. Amendment. This Addendum shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each Party. All amendments or

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modifications of this Addendum shall be binding upon the Parties despite any lack of additional consideration.

17.8. Severability of Provisions. In the event any provision hereof is found invalid or unenforceable pursuant to judicial decree, the remainder of this Addendum shall remain valid and enforceable according to its terms.

17.9. Relationship of Parties. The Parties intend that the relationship between the Parties created pursuant to or arising from this Addendum is that of an independent contractor only. Neither Party shall be considered an agent, representative, or employee of the other Party for any purpose.

17.10. Governing Law. Any dispute arising out of or relating to this Addendum or the breach thereof shall be governed by the laws of the state of the domicile of Subscriber, without regard to or application of choice of law rules or principles.

17.11. Audit. TECHSHARE shall maintain complete and accurate records of all work performed pursuant to and arising out of this Addendum. Subscriber may, upon the written request of the Project Manager, audit any and all work or expense records of TECHSHARE relating to professional services provided herein. Subscriber shall provide TECHSHARE twenty-four (24) hour notice of such audit or inspection. TECHSHARE shall have the right to exclude from such inspection any TECHSHARE Confidential and Proprietary Information not otherwise required to be provided to Subscriber as a part of this Addendum. TECHSHARE shall make such books and records available to Subscriber during normal business hours. Any such audit shall be conducted at TECHSHARE's principal place of business during TECHSHARE's normal business hours and at Subscriber's sole expense.

17.12. No Third-Party Beneficiaries. Nothing in this Addendum is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

17.13. Contra Proferentem. The doctrine of *contra proferentem* shall not apply to this Addendum. If an ambiguity exists in this Addendum, or in a specific provision, neither the Addendum nor the provision shall be construed against the Party who drafted the Addendum or provision.

17.14. Force Majeure. No Party to this Addendum shall be liable for delay or failure in the performance of its contractual obligations arising from any one or more events that are beyond its reasonable control, including, without limitation, acts of God, war, terrorism, and riot. Upon such delay or failure affecting one Party, that Party shall notify the other Party and use all reasonable efforts to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable. Notwithstanding the foregoing, in every case the delay or failure to perform must be beyond the control and without the fault or negligence of the Party claiming excusable delay. Any performance times pursuant to or arising from this Addendum shall be considered extended for a period of time equivalent to the time lost because of any delay that is excusable herein.

17.15. Equitable Relief. Each Party covenants, represents, and warrants that any violation of this Addendum by such Party with respect to its respective obligations set forth in Sections 2.3 and 9 shall cause irreparable injury to the other Party and shall entitle the other Party to extraordinary and equitable relief by a court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.

17.16. Attorneys' Fees and Costs. If attorneys' fees or other costs are incurred by either Party to secure the performance of any obligations under this Addendum, or to establish damages for the breach thereof or to obtain any other appropriate relief, whether by way of prosecution or defense, the prevailing Party shall be entitled to recover from the other Party its reasonable attorneys' fees and costs incurred in connection therewith.

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TECHSHARE

Executive Director

Date

Address:

500 W. 13th Street
Austin, Texas 78701

DUPAGE COUNTY (SUBSCRIBER)

Signature

Printed Name

Title

Date

Address:

Attachment A – Resources and Fees

Attachment B – Professional Services Work Plan –Not Applicable

Attachment C – Criminal Justice Information Services Security Addendum

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Attachment A
Resources and Fees

County DuPage County, IL

Commencement Date: January 1, 2024

Resource	**Annual SaaS Fee**
TechShare.Prosecutor	$181,250

SaaS Fee is based on the number of specific prosecuting attorney's and the aggregate document / file storage space of up to 25 terabytes (25TB) of storage. Additional storage above 25TB will be billed at a flat rate of $360 per additional 1TB through a reconciliation process at the end of the subscription year.

Embedded Third Party Software:

- GemBox
- EVO PDF Software
- EMC Captiva Scanner

Payment Schedule

Payment Amount	Description	Due Date
$181,250	**2024 SaaS Fee**	**By January 31, 2024**

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Attachment B
Professional Services Work Plan

Not Applicable

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Attachment C

FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A- 130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes.

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

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4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

a. Investigate or decline to investigate any report of unauthorized use;

b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CJA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Assistant Director
Criminal Justice Information Services Division,
FBI 1000 Custer Hollow Road
Clarksburg, West Virginia 26306

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FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Contractor

TechShare Local Government Corporation

_____ _____
Signature of Contract Representative Date

_____
Printed Name and Title

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Payment of Claims

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

File #: 24-0286 **Agenda Date:** 1/23/2024 **Agenda #:** 8.B.

AP255 Date: 01/05/24 JOB SUBMISSION PARAMETERS
Time: 13:23

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

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

Payment Date: 010524 - 010524
Payment Numbers: -
Payment Code:

Bank Account Payment History

Payment Date Range 01/05/24 thru 01/05/24
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 530540 Payment Date 01/05/24		Vendor 11557	ABBATACOLA, ROBERT					Status Issued	
11557	122723 010224		IX	100	01/03/24		884.00	0.00	884.00
			*** Payment Total				884.00	0.00	884.00
Payment Number 530541 Payment Date 01/05/24		Vendor 26753	AMAZON CAPITAL SERVICES					Status Issued	
26753	1YKN-N9HL-R76L		IX	100	01/25/24		93.77	0.00	93.77
			*** Payment Total				93.77	0.00	93.77
Payment Number 530542 Payment Date 01/05/24		Vendor 42606	BENNETT, ANDREA M					Status Issued	
42606	20231201		IX	100	01/30/24		1,250.00	0.00	1,250.00
			*** Payment Total				1,250.00	0.00	1,250.00
Payment Number 530543 Payment Date 01/05/24		Vendor 10667	CDW GOVERNMENT INC					Status Issued	
10667	NP81507		IX	100	01/13/24		2,587.01	0.00	2,587.01
			*** Payment Total				2,587.01	0.00	2,587.01
Payment Number 530544 Payment Date 01/05/24		Vendor 31638	DRUGAN, MICHAEL C					Status Issued	
31638	1067		IX	100	01/31/24		6,190.38	0.00	6,190.38
			*** Payment Total				6,190.38	0.00	6,190.38
Payment Number 530545 Payment Date 01/05/24		Vendor 11067	FOX VALLEY FIRE & SAFETY					Status Issued	
11067	IN00631037		IX	100	10/26/23		353.01	0.00	353.01
11067	IN00637265		IX	100	11/22/23		195.58	0.00	195.58
11067	IN00645597		IX	100	12/30/23		1,088.24	0.00	1,088.24
11067	IN00645869		IX	100	12/31/23		500.00	0.00	500.00
11067	IN00646422		IX	100	01/04/24		812.50	0.00	812.50
11067	IN00646446		IX	100	01/04/24		150.00	0.00	150.00
11067	IN00646448		IX	100	01/04/24		250.00	0.00	250.00
11067	IN00646449		IX	100	01/04/24		343.66	0.00	343.66
11067	IN00650845		IX	100	01/19/24		2,616.00	0.00	2,616.00
			*** Payment Total				6,308.99	0.00	6,308.99
Payment Number 530546 Payment Date 01/05/24		Vendor 10124	GRAYBAR					Status Issued	
10124	9334903708		IX	100	12/21/23		612.50	0.00	612.50
10124	9334917286		IX	100	12/22/23		990.00	0.00	990.00
			*** Payment Total				1,602.50	0.00	1,602.50
Payment Number 530547 Payment Date 01/05/24		Vendor 11487	IMAGING SYSTEMS INC					Status Issued	
11487	23-0181		IX	100	01/04/24		5,850.00	0.00	5,850.00
			*** Payment Total				5,850.00	0.00	5,850.00
Payment Number 530548 Payment Date 01/05/24		Vendor 10141	PHYSICIANS RECORD CO					Status Issued	
10141	120523-CC		IX	100	01/04/24		1,223.00	0.00	1,223.00
10141	120523-SH		IX	100	01/04/24		1,185.00	0.00	1,185.00
10141	122223-CC		IX	100	01/21/24		370.00	0.00	370.00
			*** Payment Total				2,778.00	0.00	2,778.00
Payment Number 530549 Payment Date 01/05/24		Vendor 10159	SOUND INCORPORATED					Status Issued	
10159	74253		IX	100	12/10/23		3,759.25	0.00	3,759.25

Payment Date Range 01/05/24 thru 01/05/24
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 530549 Payment Date 01/05/24			Vendor 10159		SOUND INCORPORATED			Status Issued	
			*** Payment Total				3,759.25	0.00	3,759.25
Payment Number 530550 Payment Date 01/05/24			Vendor 30797		TRINITY SERVICES GROUP INC			Status Issued	
30797	3023000298		IX	100	01/21/24		21,186.44	0.00	21,186.44
30797	3023000299		IX	100	01/28/24		21,161.38	0.00	21,161.38
			*** Payment Total				42,347.82	0.00	42,347.82
			*** Payment Code ACH Total				73,651.72	0.00	73,651.72
			Payment Count				11		

Payment Date Range 01/05/24 thru 01/05/24
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 1184671 Payment Date 01/05/24		Vendor 12241	A & P GREASE TRAPPERS INC					Status Issued	
12241	226324		IX	100	09/01/23		930.00	0.00	930.00
			*** Payment Total				930.00	0.00	930.00
Payment Number 1184672 Payment Date 01/05/24		Vendor 37389	AEP ENERGY					Status Issued	
37389	3014485530 121123		IX	100	01/10/24		104,232.59	0.00	104,232.59
			*** Payment Total				104,232.59	0.00	104,232.59
Payment Number 1184673 Payment Date 01/05/24		Vendor 14015	AHEAD OF OUR TIME					Status Issued	
14015	16591		IX	100	01/06/24		500.00	0.00	500.00
			*** Payment Total				500.00	0.00	500.00
Payment Number 1184674 Payment Date 01/05/24		Vendor 41943	AIR FILTER SOLUTIONS, LLC					Status Issued	
41943	2213-1		IX	100	12/29/23		1,423.80	0.00	1,423.80
			*** Payment Total				1,423.80	0.00	1,423.80
Payment Number 1184675 Payment Date 01/05/24		Vendor 10674	AIRGAS USA					Status Issued	
10674	5503605790		IX	100	12/30/23		221.27	0.00	221.27
			*** Payment Total				221.27	0.00	221.27
Payment Number 1184676 Payment Date 01/05/24		Vendor 25611	AIRWAYS SYSTEMS INC					Status Issued	
25611	23811		IX	100	12/20/23		3,500.00	0.00	3,500.00
25611	23812		IX	100	12/20/23		1,175.00	0.00	1,175.00
25611	23813		IX	100	12/20/23		1,750.00	0.00	1,750.00
25611	23814		IX	100	12/17/23		1,750.00	0.00	1,750.00
			*** Payment Total				8,175.00	0.00	8,175.00
Payment Number 1184677 Payment Date 01/05/24		Vendor 10528	ALGA MEMBER SERVICES					Status Issued	
10528	300001917		IX	100	01/20/24		292.50	0.00	292.50
			*** Payment Total				292.50	0.00	292.50
Payment Number 1184678 Payment Date 01/05/24		Vendor 10671	ALPHAGRAPHICS					Status Issued	
10671	175418		IX	100	11/04/23		19.75	0.00	19.75
10671	176126		IX	100	01/18/24		1,146.94	0.00	1,146.94
10671	176295		IX	100	01/14/24		19.75	0.00	19.75
			*** Payment Total				1,186.44	0.00	1,186.44
Payment Number 1184679 Payment Date 01/05/24		Vendor 12120	ARCADIA TRAVEL & CRUISES INC					Status Issued	
12120	11076		IX	100	12/19/23		1,138.90	0.00	1,138.90
			*** Payment Total				1,138.90	0.00	1,138.90
Payment Number 1184680 Payment Date 01/05/24		Vendor 10008	AT&T					Status Issued	
10008	1196654800 2024		IX	100	01/18/24		1,248.89	0.00	1,248.89
			*** Payment Total				1,248.89	0.00	1,248.89
Payment Number 1184681 Payment Date 01/05/24		Vendor 10008	AT&T					Status Issued	
10008	708Z86003712 2024		IX	100	01/16/24		8,420.30	0.00	8,420.30
10008	708Z86117612 2024		IX	100	01/16/24		3,434.42	0.00	3,434.42
10008	708Z86675912 2024		IX	100	01/16/24		1,186.83	0.00	1,186.83

Payment Date Range 01/05/24 thru 01/05/24
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 1184681 Payment Date 01/05/24			Vendor 10008			AT&T		Status Issued	
			*** Payment Total				13,041.55	0.00	13,041.55
Payment Number 1184682 Payment Date 01/05/24			Vendor 10009			AT&T MOBILITY		Status Issued	
10009	287296427626X11272023		IX	100	12/19/23		1,390.50	0.00	1,390.50
10009	287304391276X12082023		IX	100	12/30/23		1,731.43	0.00	1,731.43
			*** Payment Total				3,121.93	0.00	3,121.93
Payment Number 1184683 Payment Date 01/05/24			Vendor 10309			ATLAS BOBCAT LLC		Status Issued	
10309	HT3556		IX	100	12/20/23		1,295.56	0.00	1,295.56
			*** Payment Total				1,295.56	0.00	1,295.56
Payment Number 1184684 Payment Date 01/05/24			Vendor 30951			BDO		Status Issued	
30951	002128851		IX	100	01/14/24		110.00	0.00	110.00
			*** Payment Total				110.00	0.00	110.00
Payment Number 1184685 Payment Date 01/05/24			Vendor 10216			CANON SOLUTIONS AMERICA INC		Status Issued	
10216	6005990833		IX	100	12/02/23		9,449.67	0.00	9,449.67
			*** Payment Total				9,449.67	0.00	9,449.67
Payment Number 1184686 Payment Date 01/05/24			Vendor 10074			CITY OF WHEATON		Status Issued	
10074	0034070000 121523		IX	100	01/14/24		46.08	0.00	46.08
10074	0034080100 121523		IX	100	01/14/24		223.89	0.00	223.89
10074	0034100000 121523		IX	100	01/14/24		2,036.46	0.00	2,036.46
10074	0034120000 121523		IX	100	01/14/24		20.89	0.00	20.89
10074	0034150000 121523		IX	100	01/14/24		34.48	0.00	34.48
10074	0034150100 121523		IX	100	01/14/24		1,073.66	0.00	1,073.66
10074	0034150200 121523		IX	100	01/14/24		550.83	0.00	550.83
10074	0034150400 121523		IX	100	01/14/24		38,529.23	0.00	38,529.23
10074	0034150600 121523		IX	100	01/14/24		1,712.50	0.00	1,712.50
10074	0034150700 121523		IX	100	01/14/24		859.06	0.00	859.06
10074	0034150800 121523		IX	100	01/14/24		61.65	0.00	61.65
10074	0034150900 121523		IX	100	01/14/24		94.26	0.00	94.26
10074	0034160000 121523		IX	100	01/14/24		1,191.16	0.00	1,191.16
10074	0341201000 121523		IX	100	01/14/24		84.85	0.00	84.85
			*** Payment Total				46,519.00	0.00	46,519.00
Payment Number 1184687 Payment Date 01/05/24			Vendor 19705			CLERK OF THE CIRCUIT COURT		Status Issued	
19705	EXP20231212		IX	100	01/11/24		4,055.44	0.00	4,055.44
			*** Payment Total				4,055.44	0.00	4,055.44
Payment Number 1184688 Payment Date 01/05/24			Vendor 10023			COM ED		Status Issued	
10023	1039159077 120823		IX	100	01/07/24		721.21	0.00	721.21
10023	2720125059 121223		IX	100	01/11/24		236.93	0.00	236.93
			*** Payment Total				958.14	0.00	958.14
Payment Number 1184689 Payment Date 01/05/24			Vendor 12382			COMCAST		Status Issued	
12382	8771200470648508120723		IX	100	01/04/24		156.85	0.00	156.85

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Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1184689 Payment Date 01/05/24			Vendor 12382				COMCAST	Status Issued	
						*** Payment Total	156.85	0.00	156.85
Payment Number 1184690 Payment Date 01/05/24			Vendor 27603				CORE & MAIN LP	Status Issued	
27603	T792116		IX	100	11/19/23		317.00	0.00	317.00
						*** Payment Total	317.00	0.00	317.00
Payment Number 1184691 Payment Date 01/05/24			Vendor 14391				CROWN TROPHY #116	Status Issued	
14391	18245		IX	100	01/10/24		999.58	0.00	999.58
						*** Payment Total	999.58	0.00	999.58
Payment Number 1184692 Payment Date 01/05/24			Vendor 41492				DELTA SONIC CAR WASH SYSTEMS,	Status Issued	
41492	INV-0011786		IX	100	02/01/24		1,199.25	0.00	1,199.25
						*** Payment Total	1,199.25	0.00	1,199.25
Payment Number 1184693 Payment Date 01/05/24			Vendor 19706				DPC REGIONAL OFFICE OF EDUCATN	Status Issued	
19706	CK122723001		IX	100	01/26/24		1,311.48	0.00	1,311.48
19706	CK122723001A		IX	100	01/26/24		159.60	0.00	159.60
19706	CK84489		IX	100	01/12/24		1,360.00	0.00	1,360.00
19706	CK84562		IX	100	01/13/24		1,680.00	0.00	1,680.00
19706	CK84607		IX	100	01/26/24		404.00	0.00	404.00
19706	CK84611		IX	100	01/26/24		160.00	0.00	160.00
19706	CK84644		IX	100	01/27/24		1,680.00	0.00	1,680.00
						*** Payment Total	6,755.08	0.00	6,755.08
Payment Number 1184694 Payment Date 01/05/24			Vendor 41573				FACILITY GATEWAY CORPORATION	Status Issued	
41573	234159		IX	100	12/30/23		445.40	0.00	445.40
						*** Payment Total	445.40	0.00	445.40
Payment Number 1184695 Payment Date 01/05/24			Vendor 43169				FORTRESS PLUS BUSINESS	Status Issued	
43169	3985		IX	100	02/02/24		24,916.00	0.00	24,916.00
						*** Payment Total	24,916.00	0.00	24,916.00
Payment Number 1184696 Payment Date 01/05/24			Vendor 34678				GARVEY'S OFFICE PRODUCTS	Status Issued	
34678	PINV2507951		IX	100	01/09/24		175.11	0.00	175.11
						*** Payment Total	175.11	0.00	175.11
Payment Number 1184697 Payment Date 01/05/24			Vendor 28460				GOTO TECHNOLOGIES USA, INC	Status Issued	
28460	1209132037		IX	100	01/26/24		617.00	0.00	617.00
						*** Payment Total	617.00	0.00	617.00
Payment Number 1184698 Payment Date 01/05/24			Vendor 27954				GROOT, INC	Status Issued	
27954	11649151T107		IX	100	12/31/23		4,044.45	0.00	4,044.45
						*** Payment Total	4,044.45	0.00	4,044.45
Payment Number 1184699 Payment Date 01/05/24			Vendor 11833				HERC RENTALS INC	Status Issued	
11833	34151148-001		IX	100	12/20/23		864.90	0.00	864.90
						*** Payment Total	864.90	0.00	864.90

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Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1184700 Payment Date 01/05/24		Vendor 10366	HINCKLEY SPRINGS					Status Issued	
10366	14458307 122523		IX	100	01/24/24		154.37	0.00	154.37
			*** Payment Total				154.37	0.00	154.37
Payment Number 1184701 Payment Date 01/05/24		Vendor 10230	IAPPO INC					Status Issued	
10230	2216		IX	100	01/21/24		45.00	0.00	45.00
10230	2218		IX	100	01/21/24		45.00	0.00	45.00
10230	2221		IX	100	01/21/24		45.00	0.00	45.00
10230	2230		IX	100	01/21/24		45.00	0.00	45.00
			*** Payment Total				180.00	0.00	180.00
Payment Number 1184702 Payment Date 01/05/24		Vendor 10809	INSIGHT PUBLIC SECTOR INC					Status Issued	
10809	1101117570		IX	100	01/04/24		224.58	0.00	224.58
10809	1101122158		IX	100	01/19/24		13,794.90	0.00	13,794.90
			*** Payment Total				14,019.48	0.00	14,019.48
Payment Number 1184703 Payment Date 01/05/24		Vendor 37505	INTELLIAS					Status Issued	
37505	13876		IX	100	12/31/23		44,800.00	0.00	44,800.00
			*** Payment Total				44,800.00	0.00	44,800.00
Payment Number 1184704 Payment Date 01/05/24		Vendor 23842	INTERNATIONAL ASSOCIATION FOR					Status Issued	
23842	46493		IX	100	12/16/23		80.00	0.00	80.00
			*** Payment Total				80.00	0.00	80.00
Payment Number 1184705 Payment Date 01/05/24		Vendor 28858	JANSSENS, DINA					Status Issued	
28858	MIL20231201		IX	100	01/02/24		83.47	0.00	83.47
			*** Payment Total				83.47	0.00	83.47
Payment Number 1184706 Payment Date 01/05/24		Vendor 11057	KONICA MINOLTA BUSINESS SOL					Status Issued	
11057	290767142		IX	100	12/30/23		264.60	0.00	264.60
11057	290767378		IX	100	12/30/23		277.83	0.00	277.83
			*** Payment Total				542.43	0.00	542.43
Payment Number 1184707 Payment Date 01/05/24		Vendor 11692	LANGUAGE LINE SERVICES					Status Issued	
11692	11168994		IX	100	12/26/23		430.01	0.00	430.01
11692	11173472		IX	100	12/19/23		120.00	0.00	120.00
			*** Payment Total				550.01	0.00	550.01
Payment Number 1184708 Payment Date 01/05/24		Vendor 37793	LUETKEHANS, BRADY, GARNER &					Status Issued	
37793	6960.4576-7		IX	100	11/18/23		1,384.89	0.00	1,384.89
37793	6960.4576-9		IX	100	01/12/24		400.00	0.00	400.00
			*** Payment Total				1,784.89	0.00	1,784.89
Payment Number 1184709 Payment Date 01/05/24		Vendor 18748	MANZZULLO, ANTHONY					Status Issued	
18748	TRV20231214		IX	100	01/13/24		121.96	0.00	121.96
			*** Payment Total				121.96	0.00	121.96
Payment Number 1184710 Payment Date 01/05/24		Vendor 10299	MEDLINE INDUSTRIES INC					Status Issued	
10299	2300482660		IX	100	01/27/24		3,600.00	0.00	3,600.00

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Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1184710 Payment Date 01/05/24			Vendor 10299				MEDLINE INDUSTRIES INC	Status Issued	
			*** Payment Total				3,600.00	0.00	3,600.00
Payment Number 1184711 Payment Date 01/05/24			Vendor 10670				MIDWEST ASSOCIATION OF PUBLIC	Status Issued	
10670	CALVENTE 122223		IX	100	01/21/24		40.00	0.00	40.00
10670	ETMINAN 122223		IX	100	01/21/24		40.00	0.00	40.00
10670	WEIDMAN 122223		IX	100	01/21/24		40.00	0.00	40.00
			*** Payment Total				120.00	0.00	120.00
Payment Number 1184712 Payment Date 01/05/24			Vendor 20794				MIDWEST ENVIRONMENTAL	Status Issued	
20794	23-1001		IX	100	01/17/24		4,275.00	0.00	4,275.00
20794	23-1004		IX	100	01/17/24		2,640.00	0.00	2,640.00
			*** Payment Total				6,915.00	0.00	6,915.00
Payment Number 1184713 Payment Date 01/05/24			Vendor 10606				MYERS, LAUREL	Status Issued	
10606	122223		IX	100	12/29/23		675.00	0.00	675.00
			*** Payment Total				675.00	0.00	675.00
Payment Number 1184714 Payment Date 01/05/24			Vendor 29408				NAPIORKOWSKI, WITOLD	Status Issued	
29408	31228-2		IX	100	01/27/24		204.89	0.00	204.89
			*** Payment Total				204.89	0.00	204.89
Payment Number 1184715 Payment Date 01/05/24			Vendor 28996				NASER, EVA Y	Status Issued	
28996	482		IX	100	12/20/23		236.33	0.00	236.33
28996	494		IX	100	01/27/24		236.33	0.00	236.33
			*** Payment Total				472.66	0.00	472.66
Payment Number 1184716 Payment Date 01/05/24			Vendor 11337				NICKERSON & ASSOCIATES	Status Issued	
11337	22JD70.JJS.NOV2023		IX	100	12/18/23		350.00	0.00	350.00
			*** Payment Total				350.00	0.00	350.00
Payment Number 1184717 Payment Date 01/05/24			Vendor 10057				NICOR GAS	Status Issued	
10057	12019818058 120123		IX	100	12/31/23		1,007.52	0.00	1,007.52
			*** Payment Total				1,007.52	0.00	1,007.52
Payment Number 1184718 Payment Date 01/05/24			Vendor 39549				ODP BUSINESS SOLUTIONS, LLC	Status Issued	
39549	337646598001		IX	100	12/30/23		42.99	0.00	42.99
39549	339092838001		IX	100	11/23/23		25.60	0.00	25.60
39549	340058742001		IX	100	12/09/23		23.07	0.00	23.07
39549	341395227001		IX	100	12/14/23		41.40	0.00	41.40
39549	341763772001		IX	100	12/08/23		196.02	0.00	196.02
39549	342893990001		IX	100	12/30/23		42.47	0.00	42.47
39549	343595507001		IX	100	01/10/24		96.86	0.00	96.86
39549	343615064001		IX	100	01/07/24		139.97	0.00	139.97
			*** Payment Total				608.38	0.00	608.38
Payment Number 1184719 Payment Date 01/05/24			Vendor 29508				OKUNSKAYA, TATIANA	Status Issued	
29508	2023 #91		IX	100	01/21/24		159.50	0.00	159.50
29508	2023 #92		IX	100	01/25/24		159.50	0.00	159.50

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Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1184719 Payment Date 01/05/24		Vendor 29508	OKUNSKAYA, TATIANA					Status Issued	
29508 2023 #93				IX	100	01/28/24	159.50	0.00	159.50
29508 2024 #1				IX	100	02/01/24	140.00	0.00	140.00
		*** Payment Total					618.50	0.00	618.50
Payment Number 1184720 Payment Date 01/05/24		Vendor 25501	PITNEY BOWES GLOBAL FINANCIAL					Status Issued	
25501 3106476342				IX	100	01/29/24	10,030.50	0.00	10,030.50
		*** Payment Total					10,030.50	0.00	10,030.50
Payment Number 1184721 Payment Date 01/05/24		Vendor 10961	PRECISION DYNAMICS CORP					Status Issued	
10961 9354867682				IX	100	01/05/24	2,122.27	0.00	2,122.27
		*** Payment Total					2,122.27	0.00	2,122.27
Payment Number 1184722 Payment Date 01/05/24		Vendor 12151	PRUSAK, JUNE					Status Issued	
12151 233-A				IX	100	12/29/23	902.50	0.00	902.50
		*** Payment Total					902.50	0.00	902.50
Payment Number 1184723 Payment Date 01/05/24		Vendor 11145	RAY O'HERRON CO INC					Status Issued	
11145 2316110				IX	100	02/01/24	931.27	0.00	931.27
		*** Payment Total					931.27	0.00	931.27
Payment Number 1184724 Payment Date 01/05/24		Vendor 43215	SAVVY ASSISTANTS					Status Issued	
43215 2				IX	100	01/29/24	1,072.50	0.00	1,072.50
		*** Payment Total					1,072.50	0.00	1,072.50
Payment Number 1184725 Payment Date 01/05/24		Vendor 14389	SHI INTERNATIONAL CORP					Status Issued	
14389 B17565385				IX	100	11/30/23	142,076.84	0.00	142,076.84
		*** Payment Total					142,076.84	0.00	142,076.84
Payment Number 1184726 Payment Date 01/05/24		Vendor 27620	SIDDIQA, ASRA					Status Issued	
27620 00036				IX	100	01/21/24	962.00	0.00	962.00
		*** Payment Total					962.00	0.00	962.00
Payment Number 1184727 Payment Date 01/05/24		Vendor 30394	SMAL, PAWEL					Status Issued	
30394 0323-A				IX	100	01/28/24	189.38	0.00	189.38
		*** Payment Total					189.38	0.00	189.38
Payment Number 1184728 Payment Date 01/05/24		Vendor 10580	SMITHS DETECTION INC.					Status Issued	
10580 90283049				IX	100	01/07/24	1,049.00	0.00	1,049.00
		*** Payment Total					1,049.00	0.00	1,049.00
Payment Number 1184729 Payment Date 01/05/24		Vendor 32899	STATEWIDE PUBLISHING, LLC					Status Issued	
32899 938318-20				IX	100	01/26/24	90.00	0.00	90.00
32899 938455-20				IX	100	01/26/24	90.00	0.00	90.00
		*** Payment Total					180.00	0.00	180.00
Payment Number 1184730 Payment Date 01/05/24		Vendor 26991	STRATUS AUDIO INC					Status Issued	
26991 SIN566343				IX	100	01/10/24	387.28	0.00	387.28

Bank Account Payment History

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Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1184730 Payment Date 01/05/24			Vendor 26991				STRATUS AUDIO INC		Status Issued
						*** Payment Total	387.28	0.00	387.28
Payment Number 1184731 Payment Date 01/05/24			Vendor 39272				TACCONA,RITA		Status Issued
39272	121123 122723		IX	100	01/26/24		1,092.50	0.00	1,092.50
						*** Payment Total	1,092.50	0.00	1,092.50
Payment Number 1184732 Payment Date 01/05/24			Vendor 32133				TGA PARK 88 LLC		Status Issued
32133	T0192243 111523		IX	100	12/15/23		25,315.60	0.00	25,315.60
						*** Payment Total	25,315.60	0.00	25,315.60
Payment Number 1184733 Payment Date 01/05/24			Vendor 32034				TIRRANO LLC		Status Issued
32034	0001		IX	100	01/30/24		5,416.66	0.00	5,416.66
						*** Payment Total	5,416.66	0.00	5,416.66
Payment Number 1184734 Payment Date 01/05/24			Vendor 11201				UNITED STATES POSTAL SERVICE		Status Issued
11201	34855593 103123 FM		IX	100	11/30/23		2.52	0.00	2.52
11201	34855593 103123 RCDR		IX	100	11/30/23		568.24	0.00	568.24
11201	34855593 113023 FM		IX	100	12/30/23		3.15	0.00	3.15
11201	34855593 113023 RCDR		IX	100	12/30/23		458.07	0.00	458.07
						*** Payment Total	1,031.98	0.00	1,031.98
Payment Number 1184735 Payment Date 01/05/24			Vendor 10597				VERIZON		Status Issued
10597	9950587674		IX	100	12/31/23		1,927.70	0.00	1,927.70
10597	9952716211		IX	100	01/24/24		8,135.86	0.00	8,135.86
						*** Payment Total	10,063.56	0.00	10,063.56
Payment Number 1184736 Payment Date 01/05/24			Vendor 10709				VILLAGE OF WINFIELD		Status Issued
10709	0000500460-02 121123		IX	100	01/10/24		318.70	0.00	318.70
10709	0000500480-00 121123		IX	100	01/10/24		39.47	0.00	39.47
10709	0000500500-00 121123		IX	100	01/10/24		22.70	0.00	22.70
						*** Payment Total	380.87	0.00	380.87
Payment Number 1184737 Payment Date 01/05/24			Vendor 10989				WATER ONE		Status Issued
10989	1010944		IX	100	12/31/23		29.85	0.00	29.85
10989	15692TM		IX	100	12/09/23		56.75	0.00	56.75
10989	16552TM		IX	100	01/04/24		77.00	0.00	77.00
						*** Payment Total	163.60	0.00	163.60
Payment Number 1184738 Payment Date 01/05/24			Vendor 10037				WHEATON SANITARY DISTRICT		Status Issued
10037	027567-000 122223		IX	100	01/21/24		26.53	0.00	26.53
10037	027573-000 122223		IX	100	01/21/24		13.00	0.00	13.00
10037	027575-000 122223		IX	100	01/21/24		13.00	0.00	13.00
10037	027577-000 122223		IX	100	01/21/24		13.00	0.00	13.00
10037	036669-000 122223		IX	100	01/21/24		1,384.27	0.00	1,384.27
10037	036679-000 122223		IX	100	01/21/24		1,343.68	0.00	1,343.68
10037	036681-000 122223		IX	100	01/21/24		468.59	0.00	468.59
10037	036741-000 122223		IX	100	01/21/24		635.48	0.00	635.48
10037	037333-000 122223		IX	100	01/21/24		175.39	0.00	175.39

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Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1184738 Payment Date 01/05/24			Vendor 10037		WHEATON SANITARY DISTRICT			Status Issued	
					*** Payment Total		4,072.94	0.00	4,072.94
					*** Payment Code CHK Total		522,721.11	0.00	522,721.11
					Payment Count		68		
					*** Cash Code 1414 Total		596,372.83	0.00	596,372.83
					Payment Count		79		
					*** Pay Group 1000 USD Total		596,372.83	0.00	596,372.83
					Payment Count		79		

AP255 Date: 01/05/24 JOB SUBMISSION PARAMETERS
Time: 13:24

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

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

Payment Date: 010524 - 010524
Payment Numbers: -
Payment Code:

Bank Account Payment History

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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 530551 Payment Date 01/05/24			Vendor 26753				AMAZON CAPITAL SERVICES	Status Issued	
26753	1YLN-RL3W-1TDW		IX	150	12/06/23		197.42	0.00	197.42
			*** Payment Total				197.42	0.00	197.42
Payment Number 530552 Payment Date 01/05/24			Vendor 11452				EARTHWERKS LAND IMPROVEMENT &	Status Issued	
11452	5795-3		IX	105	01/25/24		14,005.95	0.00	14,005.95
			*** Payment Total				14,005.95	0.00	14,005.95
Payment Number 530553 Payment Date 01/05/24			Vendor 10903				ENGINEERING RESOURCE ASSOC INC	Status Issued	
10903	W22044B0.16		IX	105	11/30/23		12,343.73	0.00	12,343.73
			*** Payment Total				12,343.73	0.00	12,343.73
Payment Number 530554 Payment Date 01/05/24			Vendor 11487				IMAGING SYSTEMS INC	Status Issued	
11487	122123-01		IX	120	01/20/24		36.13	0.00	36.13
11487	14423-05		IX	120	12/17/23		619.50	0.00	619.50
			*** Payment Total				655.63	0.00	655.63
		*** Payment Code ACH Total					27,202.73	0.00	27,202.73
		Payment Count					4		

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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 1184739 Payment Date 01/05/24			Vendor 10674				AIRGAS USA	Status Issued	
10674	5503580000		IX	120	12/01/23		126.72	0.00	126.72
			*** Payment Total				126.72	0.00	126.72
Payment Number 1184740 Payment Date 01/05/24			Vendor 12104				ALLIANT INSURANCE SERVICES INC	Status Issued	
12104	2298094		IX	102	01/17/24		16,750.00	0.00	16,750.00
			*** Payment Total				16,750.00	0.00	16,750.00
Payment Number 1184741 Payment Date 01/05/24			Vendor 33755				ALLIED UNIVERSAL TECHNOLOGY	Status Issued	
33755	IN1-910321817		IX	120	01/03/24		15.04	0.00	15.04
33755	IN1-910323557		IX	120	01/10/24		495.00	0.00	495.00
			*** Payment Total				510.04	0.00	510.04
Payment Number 1184742 Payment Date 01/05/24			Vendor 10769				AMBER LEAF ANIMAL HOSPITAL	Status Issued	
10769	393380		IX	120	12/17/23		220.00	0.00	220.00
			*** Payment Total				220.00	0.00	220.00
Payment Number 1184743 Payment Date 01/05/24			Vendor 10009				AT&T MOBILITY	Status Issued	
10009	287301188830X12082023		IX	140	12/30/23		99.62	0.00	99.62
10009	287304391276X12082023		IX	105	12/30/23		249.05	0.00	249.05
			*** Payment Total				348.67	0.00	348.67
Payment Number 1184744 Payment Date 01/05/24			Vendor 39493				CATTANEO ELECTRIC COMPANY	Status Issued	
39493	RES-ACC-23-002043		IX	170	12/21/23		100.00	0.00	100.00
			*** Payment Total				100.00	0.00	100.00
Payment Number 1184745 Payment Date 01/05/24			Vendor 24557				CHICAGO VETERINARY MEDICAL	Status Issued	
24557	CVMA2024		IX	120	12/31/23		1,045.00	0.00	1,045.00
			*** Payment Total				1,045.00	0.00	1,045.00
Payment Number 1184746 Payment Date 01/05/24			Vendor 39918				COVETRUS NORTH AMERICA	Status Issued	
39918	BA55615		IX	120	11/02/23		72.08	0.00	72.08
39918	BA83932		IX	120	11/04/23		227.88	0.00	227.88
39918	BA89734		IX	120	11/04/23		346.45	0.00	346.45
39918	BB03314		IX	120	11/08/23		227.88	0.00	227.88
39918	BD85304		IX	120	12/08/23		202.14	0.00	202.14
39918	BD85604		IX	120	12/08/23		536.72	0.00	536.72
39918	BF84657		IX	120	12/31/23		1,266.75	0.00	1,266.75
39918	BF85711		IX	120	12/31/23		7.94	0.00	7.94
			*** Payment Total				2,887.84	0.00	2,887.84
Payment Number 1184747 Payment Date 01/05/24			Vendor 25497				DANADA VETERINARY HOSPITAL PC	Status Issued	
25497	511452		IX	120	11/01/23		325.00	0.00	325.00
25497	511494		IX	120	11/01/23		300.00	0.00	300.00
			*** Payment Total				625.00	0.00	625.00
Payment Number 1184748 Payment Date 01/05/24			Vendor 11107				DOOR SYSTEMS	Status Issued	
11107	931282		IX	120	11/29/23		47.00	0.00	47.00

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Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1184748 Payment Date 01/05/24		Vendor 11107	DOOR SYSTEMS					Status Issued	
		*** Payment Total					47.00	0.00	47.00
Payment Number 1184749 Payment Date 01/05/24		Vendor 19161	DUPAGE COUNTY HEALTH					Status Issued	
19161	101_COVID-FY2023		IX	105	01/19/24		55,098.54	0.00	55,098.54
19161	102_COVID-FY2023		IX	105	01/19/24		192,184.24	0.00	192,184.24
		*** Payment Total					247,282.78	0.00	247,282.78
Payment Number 1184750 Payment Date 01/05/24		Vendor 16335	FELDCO FACTORY DIRECT LLC					Status Issued	
16335	RES-RRR-23-003057		IX	170	01/20/24		100.00	0.00	100.00
		*** Payment Total					100.00	0.00	100.00
Payment Number 1184751 Payment Date 01/05/24		Vendor 13020	FIDLAR TECHNOLOGIES INC					Status Issued	
13020	0573990-IN		IX	150	12/30/23		1,046.61	0.00	1,046.61
13020	0898175-IN		IX	150	01/13/24		24,000.00	0.00	24,000.00
13020	M30069-IN		IX	150	12/30/23		989.60	0.00	989.60
		*** Payment Total					26,036.21	0.00	26,036.21
Payment Number 1184752 Payment Date 01/05/24		Vendor 12592	ANTAAL & RANDHAWA PC					Status Issued	
12592	79179		IX	120	11/22/23		400.00	0.00	400.00
12592	79180		IX	120	11/22/23		400.00	0.00	400.00
12592	79318		IX	120	12/03/23		250.00	0.00	250.00
12592	79391		IX	120	12/09/23		300.00	0.00	300.00
		*** Payment Total					1,350.00	0.00	1,350.00
Payment Number 1184753 Payment Date 01/05/24		Vendor 11332	GLEN ELLYN ANIMAL HOSPITAL LTD					Status Issued	
11332	752690		IX	120	11/25/23		400.00	0.00	400.00
11332	754166		IX	120	12/06/23		400.00	0.00	400.00
11332	755635		IX	120	12/30/23		400.00	0.00	400.00
		*** Payment Total					1,200.00	0.00	1,200.00
Payment Number 1184754 Payment Date 01/05/24		Vendor 41911	GONZALEZ, HECTOR A					Status Issued	
41911	RES-ADD-22-002724		IX	170	01/02/24		400.00	0.00	400.00
		*** Payment Total					400.00	0.00	400.00
Payment Number 1184755 Payment Date 01/05/24		Vendor 27954	GROOT, INC					Status Issued	
27954	11650087T107		IX	120	12/31/23		86.09	0.00	86.09
		*** Payment Total					86.09	0.00	86.09
Payment Number 1184756 Payment Date 01/05/24		Vendor 42665	HEICHEL, STEPHEN					Status Issued	
42665	RES-ACC-23-002466		IX	170	01/02/24		100.00	0.00	100.00
		*** Payment Total					100.00	0.00	100.00
Payment Number 1184757 Payment Date 01/05/24		Vendor 16110	HIGH STANDARD SERVICES					Status Issued	
16110	RES-ACC-23-003049		IX	170	02/01/24		100.00	0.00	100.00
		*** Payment Total					100.00	0.00	100.00
Payment Number 1184758 Payment Date 01/05/24		Vendor 11778	HILL'S PET NUTRITION SALES INC					Status Issued	
11778	247226683		IX	120	12/21/23		96.51	0.00	96.51

Payment Date Range 01/05/24 thru 01/05/24
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Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1184758 Payment Date 01/05/24		Vendor 11778	HILL'S PET NUTRITION SALES INC					Status Issued	
11778	247226685		IX	120	12/21/23		16.40	0.00	16.40
11778	247279653		IX	120	12/28/23		46.93	0.00	46.93
			*** Payment Total				159.84	0.00	159.84
Payment Number 1184759 Payment Date 01/05/24		Vendor 12100	HOV SERVICES INC					Status Issued	
12100	0000413131		IX	150	12/30/23		846.86	0.00	846.86
			*** Payment Total				846.86	0.00	846.86
Payment Number 1184760 Payment Date 01/05/24		Vendor 12363	ILLINOIS ANIMAL CONTROL					Status Issued	
12363	IACA2024		IX	120	12/31/23		100.00	0.00	100.00
			*** Payment Total				100.00	0.00	100.00
Payment Number 1184761 Payment Date 01/05/24		Vendor 10809	INSIGHT PUBLIC SECTOR INC					Status Issued	
10809	1101114213		IX	150	12/21/23		193.91	0.00	193.91
			*** Payment Total				193.91	0.00	193.91
Payment Number 1184762 Payment Date 01/05/24		Vendor 29534	JACKSON, ELIZABETH					Status Issued	
29534	RES-ACC-23-002971		IX	170	02/01/24		100.00	0.00	100.00
			*** Payment Total				100.00	0.00	100.00
Payment Number 1184763 Payment Date 01/05/24		Vendor 15109	JARVIS EXTERIORS INC					Status Issued	
15109	RES-RRR-23-003301		IX	170	02/01/24		100.00	0.00	100.00
			*** Payment Total				100.00	0.00	100.00
Payment Number 1184764 Payment Date 01/05/24		Vendor 16710	JG SWIMMING POOLS INC					Status Issued	
16710	RES-ACC-23-002272		IX	170	02/01/24		100.00	0.00	100.00
			*** Payment Total				100.00	0.00	100.00
Payment Number 1184765 Payment Date 01/05/24		Vendor 23632	JOSEPH JAMES ENTERPRISES INC					Status Issued	
23632	RES-RRR-23-003252		IX	170	02/01/24		100.00	0.00	100.00
			*** Payment Total				100.00	0.00	100.00
Payment Number 1184766 Payment Date 01/05/24		Vendor 15737	KAPITAL ELECTRIC COMPANY, INC					Status Issued	
15737	RES-ALT-23-002928		IX	170	02/01/24		100.00	0.00	100.00
15737	RES-SOLAR-23-002788		IX	170	02/01/24		100.00	0.00	100.00
			*** Payment Total				200.00	0.00	200.00
Payment Number 1184767 Payment Date 01/05/24		Vendor 12095	KONEWKO & ASSOCIATES LTD					Status Issued	
12095	2024-01		IX	170	01/14/24		500.00	0.00	500.00
			*** Payment Total				500.00	0.00	500.00
Payment Number 1184768 Payment Date 01/05/24		Vendor 26200	KONICA MINOLTA					Status Issued	
26200	43668709		IX	150	12/27/23		832.93	0.00	832.93
			*** Payment Total				832.93	0.00	832.93
Payment Number 1184769 Payment Date 01/05/24		Vendor 41608	KRAPEZ, THOMAS					Status Issued	
41608	RES-RRR-23-003070		IX	170	01/02/24		100.00	0.00	100.00

Payment Date Range 01/05/24 thru 01/05/24
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 1184769 Payment Date 01/05/24			Vendor 41608				KRAPEZ, THOMAS	Status Issued	
			*** Payment Total				100.00	0.00	100.00
Payment Number 1184770 Payment Date 01/05/24			Vendor 10375				LOMBARD VETERINARY HOSPITAL	Status Issued	
10375	951620		IX	120	11/02/23		400.00	0.00	400.00
10375	955589		IX	120	11/15/23		300.00	0.00	300.00
10375	956832		IX	120	11/23/23		250.00	0.00	250.00
10375	957989		IX	120	12/01/23		250.00	0.00	250.00
			*** Payment Total				1,200.00	0.00	1,200.00
Payment Number 1184771 Payment Date 01/05/24			Vendor 11629				MATMASTERS	Status Issued	
11629	415196		IX	120	11/04/23		13.24	0.00	13.24
11629	415716		IX	120	11/18/23		12.98	0.00	12.98
11629	416236		IX	120	12/02/23		13.24	0.00	13.24
11629	416751		IX	120	12/16/23		12.98	0.00	12.98
			*** Payment Total				52.44	0.00	52.44
Payment Number 1184772 Payment Date 01/05/24			Vendor 23008				MORAN, DENNIS	Status Issued	
23008	MIL20231207		IX	170	12/22/23		12.58	0.00	12.58
			*** Payment Total				12.58	0.00	12.58
Payment Number 1184773 Payment Date 01/05/24			Vendor 24815				NATIONAL ANIMAL CARE & CONTROL	Status Issued	
24815	12447		IX	120	12/02/23		150.00	0.00	150.00
			*** Payment Total				150.00	0.00	150.00
Payment Number 1184774 Payment Date 01/05/24			Vendor 10057				NICOR GAS	Status Issued	
10057	41473210007 121323		IX	120	01/12/24		1,207.40	0.00	1,207.40
			*** Payment Total				1,207.40	0.00	1,207.40
Payment Number 1184775 Payment Date 01/05/24			Vendor 28620				NOAHS ANIMAL HOSPITAL OF	Status Issued	
28620	29910		IX	120	09/09/23		500.00	0.00	500.00
28620	30454		IX	120	10/29/23		500.00	0.00	500.00
			*** Payment Total				1,000.00	0.00	1,000.00
Payment Number 1184776 Payment Date 01/05/24			Vendor 36255				O'HAGAN MEYER LLC	Status Issued	
36255	516903		IX	102	08/26/23		5,850.80	0.00	5,850.80
36255	516904		IX	102	08/26/23		9,403.00	0.00	9,403.00
36255	531838		IX	102	01/19/24		19,725.75	0.00	19,725.75
			*** Payment Total				34,979.55	0.00	34,979.55
Payment Number 1184777 Payment Date 01/05/24			Vendor 29775				PETHEALTH SERVICES (USA) INC	Status Issued	
29775	SIUN14746517		IX	120	10/30/23		262.50	0.00	262.50
29775	SIUN14746530		IX	120	10/30/23		525.00	0.00	525.00
			*** Payment Total				787.50	0.00	787.50
Payment Number 1184778 Payment Date 01/05/24			Vendor 41039				RAHMAN, ZAIN	Status Issued	
41039	MIL20231102		IX	170	12/18/23		49.26	0.00	49.26
			*** Payment Total				49.26	0.00	49.26

AP255 Date 01/05/24 Pay Group 1100 GENERAL GOVERNMENT PAY GROUP USD
Time 13:25 Bank Account Payment History

Payment Date Range 01/05/24 thru 01/05/24
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 1184779 Payment Date 01/05/24			Vendor 29452				SCHULTZ, CARL		Status Issued
29452	MIL20231102		IX	170	12/20/23		24.63	0.00	24.63
			*** Payment Total				24.63	0.00	24.63
Payment Number 1184780 Payment Date 01/05/24			Vendor 10540				SECRETARY OF STATE		Status Issued
10540	MASON 122023		IX	170	12/26/23		15.00	0.00	15.00
			*** Payment Total				15.00	0.00	15.00
Payment Number 1184781 Payment Date 01/05/24			Vendor 20021				SPAY ILLINOIS PET WELL CLINICS		Status Issued
20021	2023-186		IX	120	12/08/23		250.00	0.00	250.00
			*** Payment Total				250.00	0.00	250.00
Payment Number 1184782 Payment Date 01/05/24			Vendor 37487				SUNSHINE PET HOSPITAL P.C.		Status Issued
37487	18015		IX	120	11/26/23		300.00	0.00	300.00
37487	18974		IX	120	12/31/23		400.00	0.00	400.00
			*** Payment Total				700.00	0.00	700.00
Payment Number 1184783 Payment Date 01/05/24			Vendor 11173				VERITEXT		Status Issued
11173	7044982		IX	170	01/13/24		962.00	0.00	962.00
			*** Payment Total				962.00	0.00	962.00
Payment Number 1184784 Payment Date 01/05/24			Vendor 10463				VILLAGE OF HINSDALE		Status Issued
10463	1-FIFTH GRANT		IX	105	12/15/23		180,035.24	0.00	180,035.24
			*** Payment Total				180,035.24	0.00	180,035.24
Payment Number 1184785 Payment Date 01/05/24			Vendor 10068				WAREHOUSE DIRECT, INC.		Status Issued
10068	5620624-0		IX	120	12/29/23		196.95	0.00	196.95
			*** Payment Total				196.95	0.00	196.95
		*** Payment Code CHK Total					524,271.44	0.00	524,271.44
			Payment Count				47		
		*** Cash Code 1414 Total					551,474.17	0.00	551,474.17
			Payment Count				51		
		*** Pay Group 1100 USD Total					551,474.17	0.00	551,474.17
			Payment Count				51		

AP255 Date: 01/05/24 JOB SUBMISSION PARAMETERS
Time: 13:25

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

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

Payment Date: 010524 - 010524
Payment Numbers: -
Payment Code:

Bank Account Payment History

Payment Date Range 01/05/24 thru 01/05/24

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 530555 Payment Date 01/05/24			Vendor 36259		POINTCLICKCARE TECHNOLOGIES		Status Issued		
36259	INV-4477515		IX	100	01/31/24		126.97	0.00	126.97
36259	INV-4477530		IX	100	01/31/24		20,158.50	0.00	20,158.50
36259	INV-4536620		IX	100	01/30/24		1,680.00	0.00	1,680.00
			*** Payment Total				21,965.47	0.00	21,965.47
			*** Payment Code ACH Total				21,965.47	0.00	21,965.47
			Payment Count				1		

Payment Date Range 01/05/24 thru 01/05/24
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 1184786 Payment Date 01/05/24		Vendor 10674	AIRGAS USA					Status Issued	
10674	9145217372		IX	100	01/19/24		1,022.25	0.00	1,022.25
			*** Payment Total				1,022.25	0.00	1,022.25
Payment Number 1184787 Payment Date 01/05/24		Vendor 26602	CARDINAL HEALTH 110, LLC					Status Issued	
26602	7345007912		IX	100	01/17/24		14.78	0.00	14.78
26602	7345007913		IX	100	01/17/24		42.66	0.00	42.66
26602	7345008850		IX	100	01/17/24		35.10	0.00	35.10
26602	7345008851		IX	100	01/17/24		55.26	0.00	55.26
26602	7345008852		IX	100	01/17/24		491.20	0.00	491.20
26602	7345008853		IX	100	01/17/24		384.93	0.00	384.93
26602	7345008854		IX	100	01/17/24		334.15	0.00	334.15
26602	7345008855		IX	100	01/17/24		26.08	0.00	26.08
26602	7345282811		IX	100	01/18/24		23.40	0.00	23.40
26602	7345282812		IX	100	01/18/24		35.10	0.00	35.10
26602	7345282814		IX	100	01/18/24		22.06	0.00	22.06
26602	7345283734		IX	100	01/18/24		484.64	0.00	484.64
26602	7345283735		IX	100	01/18/24		44.73	0.00	44.73
26602	7345283737		IX	100	01/18/24		6.56	0.00	6.56
26602	7345283916		IX	100	01/18/24		4,676.28	0.00	4,676.28
26602	7345548674		IX	100	01/19/24		14.13	0.00	14.13
26602	7345548675		IX	100	01/19/24		15.39	0.00	15.39
26602	7345548676		IX	100	01/19/24		9.02	0.00	9.02
26602	7345549634		IX	100	01/19/24		201.32	0.00	201.32
26602	7345549636		IX	100	01/19/24		29.25	0.00	29.25
26602	7345549642		IX	100	01/19/24		2.38	0.00	2.38
26602	7345549643		IX	100	01/19/24		2,522.89	0.00	2,522.89
26602	7345549644		IX	100	01/19/24		158.88	0.00	158.88
26602	7345845592		IX	100	01/20/24		1,768.11	0.00	1,768.11
26602	7345845594		IX	100	01/20/24		88.80	0.00	88.80
26602	7345845596		IX	100	01/20/24		31.12	0.00	31.12
26602	7345845597		IX	100	01/20/24		218.69	0.00	218.69
26602	7345846452		IX	100	01/20/24		18.77	0.00	18.77
26602	7345846454		IX	100	01/20/24		77.13	0.00	77.13
26602	7345846456		IX	100	01/20/24		102.97	0.00	102.97
26602	7346035415		IX	100	01/20/24		549.06	0.00	549.06
26602	7346035480		IX	100	01/20/24		129.64	0.00	129.64
26602	7346035481		IX	100	01/20/24		259.28	0.00	259.28
26602	7346035483		IX	100	01/20/24		129.64	0.00	129.64
26602	7346035485		IX	100	01/20/24		250.36	0.00	250.36
26602	7346035488		IX	100	01/20/24		129.64	0.00	129.64
			*** Payment Total				13,383.40	0.00	13,383.40
Payment Number 1184788 Payment Date 01/05/24		Vendor 10074	CITY OF WHEATON					Status Issued	
10074	0034110100 121523		IX	100	01/14/24		4,890.06	0.00	4,890.06
			*** Payment Total				4,890.06	0.00	4,890.06
Payment Number 1184789 Payment Date 01/05/24		Vendor 10586	DIRECT SUPPLY INC					Status Issued	
10586	32576453		IX	100	01/17/24		51.00	0.00	51.00

Payment Date Range 01/05/24 thru 01/05/24
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 1184789 Payment Date 01/05/24			Vendor 10586				DIRECT SUPPLY INC	Status Issued	
						*** Payment Total	51.00	0.00	51.00
Payment Number 1184790 Payment Date 01/05/24			Vendor 30801				MCKESSON MEDICAL - SURGICAL	Status Issued	
30801	20648717		IX	100	06/14/23		2,077.80	0.00	2,077.80
30801	20653787		IX	100	06/15/23		180.96	0.00	180.96
30801	20825861		IX	100	08/04/23		816.87	0.00	816.87
30801	21334351		IX	100	12/09/23		1,331.06	0.00	1,331.06
30801	21344920		IX	100	12/13/23		1,391.99	0.00	1,391.99
						*** Payment Total	5,798.68	0.00	5,798.68
Payment Number 1184791 Payment Date 01/05/24			Vendor 19217				NORTHWESTERN MEDICINE REGIONAL	Status Issued	
19217	120123		IX	100	12/31/23		3,000.00	0.00	3,000.00
						*** Payment Total	3,000.00	0.00	3,000.00
Payment Number 1184792 Payment Date 01/05/24			Vendor 39549				ODP BUSINESS SOLUTIONS, LLC	Status Issued	
39549	334169327001		IX	100	11/22/23		66.28	0.00	66.28
39549	343044791001		IX	100	12/17/23		46.60	0.00	46.60
						*** Payment Total	112.88	0.00	112.88
Payment Number 1184793 Payment Date 01/05/24			Vendor 36554				PINACATE, MA KARRISSA K	Status Issued	
36554	EXP20231208		IX	100	12/22/23		50.00	0.00	50.00
						*** Payment Total	50.00	0.00	50.00
Payment Number 1184794 Payment Date 01/05/24			Vendor 23123				ROCK FUSCO & CONNELLY LLC	Status Issued	
23123	60315 DLM		IX	100	01/12/24		4,532.50	0.00	4,532.50
						*** Payment Total	4,532.50	0.00	4,532.50
Payment Number 1184795 Payment Date 01/05/24			Vendor 10555				SYSCO FOOD SERVICES-CHICAGO	Status Issued	
10555	624809959		IX	100	11/15/23		30.47	0.00	30.47
10555	624809960		IX	100	11/15/23		3,378.24	0.00	3,378.24
10555	624964142		IX	100	01/13/24		1,640.04	0.00	1,640.04
10555	624979704		IX	100	01/19/24		142.28	0.00	142.28
10555	624981466		IX	100	01/20/24		2,644.17	0.00	2,644.17
10555	624981467		IX	100	01/20/24		3,169.58	0.00	3,169.58
10555	624981469		IX	100	01/20/24		4,291.14	0.00	4,291.14
10555	624981471		IX	100	01/20/24		1,197.34	0.00	1,197.34
10555	624991124		IX	100	01/25/24		3,891.20	0.00	3,891.20
10555	624991792		IX	100	01/26/24		964.29	0.00	964.29
						*** Payment Total	21,348.75	0.00	21,348.75
Payment Number 1184796 Payment Date 01/05/24			Vendor 10037				WHEATON SANITARY DISTRICT	Status Issued	
10037	036673-000 122223		IX	100	01/21/24		3,603.56	0.00	3,603.56
						*** Payment Total	3,603.56	0.00	3,603.56
						*** Payment Code CHK Total	57,793.08	0.00	57,793.08
						Payment Count	11		

Payment Date Range 01/05/24 thru 01/05/24

Cash Code 1414 Bank 071923909 Payment Currency USD

*** Cash Code 1414 Total	79,758.55	0.00	79,758.55
Payment Count	12		
*** Pay Group 1200 USD Total	79,758.55	0.00	79,758.55
Payment Count	12		

AP255 Date: 01/05/24 JOB SUBMISSION PARAMETERS
Time: 13:25

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

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

Payment Date: 010524 - 010524
Payment Numbers: -
Payment Code:

AP255 Date 01/05/24 Pay Group 1300 PUBLIC SAFETY PAY GROUP USD Page 1
Time 13:25 Bank Account Payment History

Payment Date Range 01/05/24 thru 01/05/24
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 1184797 Payment Date 01/05/24		Vendor 10366			HINCKLEY SPRINGS			Status Issued	
10366	21586123 121523		IX	120	01/15/24		96.40	0.00	96.40
		*** Payment Total					96.40	0.00	96.40
		*** Payment Code CHK Total					96.40	0.00	96.40
		Payment Count					1		
		*** Cash Code 1414 Total					96.40	0.00	96.40
		Payment Count					1		
		*** Pay Group 1300 USD Total					96.40	0.00	96.40
		Payment Count					1		

AP255 Date: 01/05/24 JOB SUBMISSION PARAMETERS
Time: 13:25

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

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

Payment Date: 010524 - 010524
Payment Numbers: -
Payment Code:

Bank Account Payment History

Payment Date Range 01/05/24 thru 01/05/24
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 530556 Payment Date 01/05/24		Vendor 10932	CONSCISYS CORPORATION					Status Issued	
10932	2421		IX	103	02/02/24		91,667.00	0.00	91,667.00
			*** Payment Total				91,667.00	0.00	91,667.00
Payment Number 530557 Payment Date 01/05/24		Vendor 14161	GRAHAM, KELLY					Status Issued	
14161	121023-121623.PB		IX	130	01/19/24		517.50	0.00	517.50
			*** Payment Total				517.50	0.00	517.50
			*** Payment Code ACH Total				92,184.50	0.00	92,184.50
			Payment Count				2		

Payment Date Range 01/05/24 thru 01/05/24
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 1184798 Payment Date 01/05/24			Vendor 12787				INTEGRITY PRODUCTS INC	Status Issued	
12787	0046612-IN		IX	130	01/20/24		786.96	0.00	786.96
			*** Payment Total				786.96	0.00	786.96
Payment Number 1184799 Payment Date 01/05/24			Vendor 18600				MCNAMARA, KATHLEEN	Status Issued	
18600	MIL.EXP.120423.KM		IX	130	01/21/24		16.32	0.00	16.32
			*** Payment Total				16.32	0.00	16.32
Payment Number 1184800 Payment Date 01/05/24			Vendor 12437				MICROGENICS CORPORATION	Status Issued	
12437	1034223		IX	130	01/19/24		7,472.00	0.00	7,472.00
			*** Payment Total				7,472.00	0.00	7,472.00
Payment Number 1184801 Payment Date 01/05/24			Vendor 11297				PRITZEN, MARCY	Status Issued	
11297	AGR436.GRP.0815-1128RB		IX	130	01/19/24		768.00	0.00	768.00
11297	AGR436.GRP.1205-1219RB		IX	130	01/19/24		144.00	0.00	144.00
11297	AGR478.IND.121923.RB		IX	130	01/19/24		60.00	0.00	60.00
			*** Payment Total				972.00	0.00	972.00
Payment Number 1184802 Payment Date 01/05/24			Vendor 11409				PROFESSIONAL MEDICAL INC	Status Issued	
11409	2366857		IX	130	01/20/24		401.49	0.00	401.49
			*** Payment Total				401.49	0.00	401.49
Payment Number 1184803 Payment Date 01/05/24			Vendor 27781				PROPIO LS LLC	Status Issued	
27781	0305681123		IX	130	12/20/23		203.05	0.00	203.05
			*** Payment Total				203.05	0.00	203.05
Payment Number 1184804 Payment Date 01/05/24			Vendor 11068				SOLUTION SPECIALTIES INC	Status Issued	
11068	20424-42982-10092		IX	130	12/20/23		940.00	0.00	940.00
			*** Payment Total				940.00	0.00	940.00
Payment Number 1184805 Payment Date 01/05/24			Vendor 41945				VALDEZ, KARINA	Status Issued	
41945	MIL.EXP.HV.NOV23.KV		IX	130	12/28/23		85.35	0.00	85.35
			*** Payment Total				85.35	0.00	85.35
		*** Payment Code CHK Total					10,877.17	0.00	10,877.17
			Payment Count				8		
		*** Cash Code 1414 Total					103,061.67	0.00	103,061.67
			Payment Count				10		
	*** Pay Group 1400 USD Total						103,061.67	0.00	103,061.67
			Payment Count				10		

AP255 Date: 01/05/24 JOB SUBMISSION PARAMETERS
Time: 13:25

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

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

Payment Date: 010524 - 010524
Payment Numbers: -
Payment Code:

Bank Account Payment History

Payment Date Range 01/05/24 thru 01/05/24
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 530558 Payment Date 01/05/24		Vendor 26753	AMAZON CAPITAL SERVICES					Status Issued	
26753	1F9D-TT4J-RXCY		IX	100	01/01/24		861.27	0.00	861.27
			*** Payment Total				861.27	0.00	861.27
Payment Number 530559 Payment Date 01/05/24		Vendor 12605	BAXTER & WOODMAN INC					Status Issued	
12605	5618-02 WO10		IX	100	01/14/24		4,547.40	0.00	4,547.40
12605	5618-08 WO4		IX	100	01/14/24		1,230.07	0.00	1,230.07
			*** Payment Total				5,777.47	0.00	5,777.47
Payment Number 530560 Payment Date 01/05/24		Vendor 20188	CHASTAIN & ASSOCIATES LLC					Status Issued	
20188	6397-04		IX	101	10/25/23		70,203.90	0.00	70,203.90
			*** Payment Total				70,203.90	0.00	70,203.90
Payment Number 530561 Payment Date 01/05/24		Vendor 11067	FOX VALLEY FIRE & SAFETY					Status Issued	
11067	IN00643639		IX	100	12/17/23		256.51	0.00	256.51
			*** Payment Total				256.51	0.00	256.51
Payment Number 530562 Payment Date 01/05/24		Vendor 11655	GEWALT HAMILTON ASSOCIATES INC					Status Issued	
11655	5809-01 WO3		IX	100	01/13/24		10,529.87	0.00	10,529.87
11655	5809-01 WO8		IX	100	01/13/24		3,080.00	0.00	3,080.00
11655	5809-02 WO4		IX	100	01/13/24		597.80	0.00	597.80
			*** Payment Total				14,207.67	0.00	14,207.67
Payment Number 530563 Payment Date 01/05/24		Vendor 11549	GRAEF					Status Issued	
11549	6059-03 WO5		IX	100	01/07/24		10,653.21	0.00	10,653.21
			*** Payment Total				10,653.21	0.00	10,653.21
Payment Number 530564 Payment Date 01/05/24		Vendor 12406	H W LOCHNER INC					Status Issued	
12406	5776-12 WO2		IX	101	01/05/24		6,239.69	0.00	6,239.69
			*** Payment Total				6,239.69	0.00	6,239.69
Payment Number 530565 Payment Date 01/05/24		Vendor 12021	HAMPTON, LENZINI & RENWICK INC					Status Issued	
12021	5548-21		IX	101	01/10/24		21,045.81	0.00	21,045.81
			*** Payment Total				21,045.81	0.00	21,045.81
Payment Number 530566 Payment Date 01/05/24		Vendor 11721	MACKIE CONSULTANTS LLC					Status Issued	
11721	6614-01 WO1 FINAL		IX	100	01/14/24		2,473.00	0.00	2,473.00
			*** Payment Total				2,473.00	0.00	2,473.00
Payment Number 530567 Payment Date 01/05/24		Vendor 33036	PRECISE MRM LLC					Status Issued	
33036	CM200-0003416		IX	100	01/06/24		525.00-	0.00	525.00-
33036	IN200-1046100		IX	100	01/05/24		525.00	0.00	525.00
33036	IN200-1046358		IX	100	01/25/24		2,332.00	0.00	2,332.00
			*** Payment Total				2,332.00	0.00	2,332.00
Payment Number 530568 Payment Date 01/05/24		Vendor 21570	SANTACRUZ ASSOCIATES LTD					Status Issued	
21570	3863		IX	100	12/31/23		3,200.00	0.00	3,200.00
			*** Payment Total				3,200.00	0.00	3,200.00

Payment Date Range 01/05/24 thru 01/05/24
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 530569 Payment Date 01/05/24		Vendor 12743			THOMAS ENGINEERING GROUP, LLC			Status Issued	
12743	23-361 FINAL		IX	100	11/12/23		14,976.84	0.00	14,976.84
		*** Payment Total					14,976.84	0.00	14,976.84
		*** Payment Code ACH Total					152,227.37	0.00	152,227.37
		Payment Count					12		

Payment Date Range 01/05/24 thru 01/05/24
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 1184806 Payment Date 01/05/24		Vendor 40962	A M AUTO GLASS AND TINTED					Status Issued	
40962	26973		IX	100	01/21/24		425.00	0.00	425.00
40962	27070		IX	100	01/25/24		460.00	0.00	460.00
		*** Payment Total					885.00	0.00	885.00
Payment Number 1184807 Payment Date 01/05/24		Vendor 11482	ADVANTAGE TRAILERS & HITCHES					Status Issued	
11482	95890		IX	100	12/29/23		159.12	0.00	159.12
		*** Payment Total					159.12	0.00	159.12
Payment Number 1184808 Payment Date 01/05/24		Vendor 41943	AIR FILTER SOLUTIONS, LLC					Status Issued	
41943	2204-1		IX	100	12/29/23		282.36	0.00	282.36
		*** Payment Total					282.36	0.00	282.36
Payment Number 1184809 Payment Date 01/05/24		Vendor 10674	AIRGAS USA					Status Issued	
10674	9144423236		IX	100	12/28/23		669.70	0.00	669.70
		*** Payment Total					669.70	0.00	669.70
Payment Number 1184810 Payment Date 01/05/24		Vendor 41480	AL WARREN OIL CO INC					Status Issued	
41480	W1614583		IX	100	01/10/24		20,720.33	0.00	20,720.33
41480	W1617891		IX	100	01/21/24		18,062.49	0.00	18,062.49
41480	W1618170		IX	100	01/25/24		20,316.43	0.00	20,316.43
		*** Payment Total					59,099.25	0.00	59,099.25
Payment Number 1184811 Payment Date 01/05/24		Vendor 12573	ALEXANDER EQUIPMENT					Status Issued	
12573	203761		IX	100	01/17/24		125.00	0.00	125.00
		*** Payment Total					125.00	0.00	125.00
Payment Number 1184812 Payment Date 01/05/24		Vendor 12303	ALLDATA					Status Issued	
12303	561697 2024		IX	100	02/02/24		1,500.00	0.00	1,500.00
		*** Payment Total					1,500.00	0.00	1,500.00
Payment Number 1184813 Payment Date 01/05/24		Vendor 43190	ANTIPOREK, ANTHONY					Status Issued	
43190	DOT2022-0533		IX	100	12/29/23		1,500.00	0.00	1,500.00
		*** Payment Total					1,500.00	0.00	1,500.00
Payment Number 1184814 Payment Date 01/05/24		Vendor 10008	AT&T					Status Issued	
10008	630241197412 2023		IX	100	01/03/24		54.40	0.00	54.40
		*** Payment Total					54.40	0.00	54.40
Payment Number 1184815 Payment Date 01/05/24		Vendor 10008	AT&T					Status Issued	
10008	630322896412 2023		IX	100	01/03/24		54.40	0.00	54.40
		*** Payment Total					54.40	0.00	54.40
Payment Number 1184816 Payment Date 01/05/24		Vendor 10008	AT&T					Status Issued	
10008	630323005312 2023		IX	100	01/12/24		45.14	0.00	45.14
		*** Payment Total					45.14	0.00	45.14
Payment Number 1184817 Payment Date 01/05/24		Vendor 10008	AT&T					Status Issued	
10008	630323125712 2023		IX	100	01/12/24		46.64	0.00	46.64

Payment Date Range 01/05/24 thru 01/05/24
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 1184817 Payment Date 01/05/24			Vendor 10008		AT&T			Status Issued	
			*** Payment Total				46.64	0.00	46.64
Payment Number 1184818 Payment Date 01/05/24			Vendor 10008		AT&T			Status Issued	
10008	630372418612 2023		IX	100	01/15/24		46.64	0.00	46.64
			*** Payment Total				46.64	0.00	46.64
Payment Number 1184819 Payment Date 01/05/24			Vendor 10008		AT&T			Status Issued	
10008	630462996512 2023		IX	100	01/15/24		54.40	0.00	54.40
			*** Payment Total				54.40	0.00	54.40
Payment Number 1184820 Payment Date 01/05/24			Vendor 10008		AT&T			Status Issued	
10008	630737063512 2023		IX	100	01/12/24		54.45	0.00	54.45
			*** Payment Total				54.45	0.00	54.45
Payment Number 1184821 Payment Date 01/05/24			Vendor 10008		AT&T			Status Issued	
10008	630739105112 2023		IX	100	01/15/24		46.64	0.00	46.64
			*** Payment Total				46.64	0.00	46.64
Payment Number 1184822 Payment Date 01/05/24			Vendor 10008		AT&T			Status Issued	
10008	630752072012 2023		IX	100	01/18/24		54.40	0.00	54.40
			*** Payment Total				54.40	0.00	54.40
Payment Number 1184823 Payment Date 01/05/24			Vendor 10008		AT&T			Status Issued	
10008	630893915212 2023		IX	100	01/18/24		45.14	0.00	45.14
			*** Payment Total				45.14	0.00	45.14
Payment Number 1184824 Payment Date 01/05/24			Vendor 10008		AT&T			Status Issued	
10008	630893930712 2023		IX	100	01/18/24		43.22	0.00	43.22
			*** Payment Total				43.22	0.00	43.22
Payment Number 1184825 Payment Date 01/05/24			Vendor 10008		AT&T			Status Issued	
10008	630964508712 2023		IX	100	01/06/24		46.64	0.00	46.64
			*** Payment Total				46.64	0.00	46.64
Payment Number 1184826 Payment Date 01/05/24			Vendor 10008		AT&T			Status Issued	
10008	630964761912 2023		IX	100	01/06/24		46.64	0.00	46.64
			*** Payment Total				46.64	0.00	46.64
Payment Number 1184827 Payment Date 01/05/24			Vendor 10008		AT&T			Status Issued	
10008	630986139712 2023		IX	100	01/18/24		46.64	0.00	46.64
			*** Payment Total				46.64	0.00	46.64
Payment Number 1184828 Payment Date 01/05/24			Vendor 10009		AT&T MOBILITY			Status Issued	
10009	287260846355X12152023		IX	100	01/06/24		129.69	0.00	129.69
			*** Payment Total				129.69	0.00	129.69
Payment Number 1184829 Payment Date 01/05/24			Vendor 27385		AZTECA SYSTEMS HOLDINGS LLC			Status Issued	
27385	INV7542		IX	100	10/29/23		23,833.33	0.00	23,833.33

Payment Date Range 01/05/24 thru 01/05/24
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 1184829 Payment Date 01/05/24		Vendor 27385	AZTECA SYSTEMS HOLDINGS LLC					Status Issued	
27385	INV7542A		IX	100	10/29/23		49,166.67	0.00	49,166.67
		*** Payment Total					73,000.00	0.00	73,000.00
Payment Number 1184830 Payment Date 01/05/24		Vendor 43189	BERMAN, JON					Status Issued	
43189	DOT2023-0491		IX	100	12/29/23		2,500.00	0.00	2,500.00
		*** Payment Total					2,500.00	0.00	2,500.00
Payment Number 1184831 Payment Date 01/05/24		Vendor 11624	BUILDERS CHICAGO CORPORATION					Status Issued	
11624	89478		IX	100	12/07/23		1,089.00	0.00	1,089.00
		*** Payment Total					1,089.00	0.00	1,089.00
Payment Number 1184832 Payment Date 01/05/24		Vendor 28914	CHARIPAR, STEPHEN					Status Issued	
28914	EXP20241206		IX	100	12/25/23		200.00	0.00	200.00
		*** Payment Total					200.00	0.00	200.00
Payment Number 1184833 Payment Date 01/05/24		Vendor 32620	CHEM-WISE ECOLOGICAL PEST					Status Issued	
32620	1211000		IX	100	12/28/23		55.00	0.00	55.00
		*** Payment Total					55.00	0.00	55.00
Payment Number 1184834 Payment Date 01/05/24		Vendor 11863	CINTAS CORPORATION					Status Issued	
11863	5185418215		IX	100	12/22/23		88.98	0.00	88.98
11863	5185418281		IX	100	12/22/23		322.50	0.00	322.50
		*** Payment Total					411.48	0.00	411.48
Payment Number 1184835 Payment Date 01/05/24		Vendor 10959	CITY OF NAPERVILLE					Status Issued	
10959	232329-139916 120423		IX	100	12/25/23		88.83	0.00	88.83
10959	232329-139918 120423		IX	100	12/25/23		76.21	0.00	76.21
10959	232329-154708 111623		IX	100	12/25/23		102.49	0.00	102.49
10959	232329-154710 112723		IX	100	12/25/23		139.88	0.00	139.88
10959	232329-154712 111723		IX	100	12/25/23		105.71	0.00	105.71
		*** Payment Total					513.12	0.00	513.12
Payment Number 1184836 Payment Date 01/05/24		Vendor 10959	CITY OF NAPERVILLE					Status Issued	
10959	232329-154708 121523		IX	100	01/03/24		139.31	0.00	139.31
10959	232329-154712 121823		IX	100	01/03/24		141.63	0.00	141.63
		*** Payment Total					280.94	0.00	280.94
Payment Number 1184837 Payment Date 01/05/24		Vendor 10074	CITY OF WHEATON					Status Issued	
10074	0034080000 111523		IX	100	12/15/23		286.36	0.00	286.36
10074	0034080000 121523		IX	100	01/14/24		321.16	0.00	321.16
10074	0034080200 111523		IX	100	12/15/23		166.05	0.00	166.05
10074	0034080200 121523		IX	100	01/14/24		125.45	0.00	125.45
10074	0034090000 111523		IX	100	12/15/23		285.70	0.00	285.70
10074	0034090000 121523		IX	100	01/14/24		355.30	0.00	355.30
		*** Payment Total					1,540.02	0.00	1,540.02
Payment Number 1184838 Payment Date 01/05/24		Vendor 10314	COLLEGE OF DUPAGE					Status Issued	
10314	15660		IX	100	12/31/23		1,125.00	0.00	1,125.00

Payment Date Range 01/05/24 thru 01/05/24
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Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1184838 Payment Date 01/05/24			Vendor 10314				COLLEGE OF DUPAGE	Status Issued	
			*** Payment Total				1,125.00	0.00	1,125.00
Payment Number 1184839 Payment Date 01/05/24			Vendor 10023				COM ED	Status Issued	
10023	7653105033 122123		IX	100	01/20/24		126.90	0.00	126.90
			*** Payment Total				126.90	0.00	126.90
Payment Number 1184840 Payment Date 01/05/24			Vendor 10023				COM ED	Status Issued	
10023	1727135007 122023		IX	100	01/19/24		85.82	0.00	85.82
			*** Payment Total				85.82	0.00	85.82
Payment Number 1184841 Payment Date 01/05/24			Vendor 12382				COMCAST	Status Issued	
12382	877120047096240411232 3		IX	100	12/23/23		269.80	0.00	269.80
			*** Payment Total				269.80	0.00	269.80
Payment Number 1184842 Payment Date 01/05/24			Vendor 27603				CORE & MAIN LP	Status Issued	
27603	T964575		IX	100	01/04/24		359.00	0.00	359.00
			*** Payment Total				359.00	0.00	359.00
Payment Number 1184843 Payment Date 01/05/24			Vendor 11486				DELUXE TOWING INC	Status Issued	
11486	95720		IX	100	12/26/23		131.00	0.00	131.00
11486	95988		IX	100	12/27/23		127.00	0.00	127.00
11486	95998		IX	100	12/30/23		131.00	0.00	131.00
			*** Payment Total				389.00	0.00	389.00
Payment Number 1184844 Payment Date 01/05/24			Vendor 11107				DOOR SYSTEMS	Status Issued	
11107	931283		IX	100	11/29/23		23.50	0.00	23.50
			*** Payment Total				23.50	0.00	23.50
Payment Number 1184845 Payment Date 01/05/24			Vendor 12770				DULTMEIER SALES DAVENPORT, INC	Status Issued	
12770	4099704		IX	100	12/21/23		541.58	0.00	541.58
12770	4101383		IX	100	12/30/23		195.21	0.00	195.21
12770	4102340		IX	100	01/04/24		432.78	0.00	432.78
12770	4103523		IX	100	01/10/24		240.00	0.00	240.00
12770	4103524		IX	100	01/10/24		2,618.34	0.00	2,618.34
12770	4104466		IX	100	01/13/24		461.29	0.00	461.29
			*** Payment Total				4,489.20	0.00	4,489.20
Payment Number 1184846 Payment Date 01/05/24			Vendor 12674				ENGINEERED AIR	Status Issued	
12674	DS142828		IX	100	12/08/23		2,138.24	0.00	2,138.24
			*** Payment Total				2,138.24	0.00	2,138.24
Payment Number 1184847 Payment Date 01/05/24			Vendor 11196				FEDEX	Status Issued	
11196	8-324-95534		IX	100	12/22/23		100.43	0.00	100.43
11196	8-331-95032		IX	100	12/29/23		39.46	0.00	39.46
			*** Payment Total				139.89	0.00	139.89
Payment Number 1184848 Payment Date 01/05/24			Vendor 11279				FORCE AMERICA DISTRIBUTING LLC	Status Issued	
11279	IN001-1776385		IX	100	12/08/23		360.33	0.00	360.33

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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 1184848 Payment Date 01/05/24			Vendor 11279				FORCE AMERICA DISTRIBUTING LLC	Status Issued	
11279	IN001-1779054		IX	100	12/17/23		1,152.60	0.00	1,152.60
			*** Payment Total				1,512.93	0.00	1,512.93
Payment Number 1184849 Payment Date 01/05/24			Vendor 11854				GOVDEALS	Status Issued	
11854	8-112023		IX	100	12/30/23		2,926.95	0.00	2,926.95
			*** Payment Total				2,926.95	0.00	2,926.95
Payment Number 1184850 Payment Date 01/05/24			Vendor 10157				GRAINGER INC	Status Issued	
10157	9916918031		IX	100	12/28/23		180.96	0.00	180.96
10157	9927299785		IX	100	01/06/24		53.80	0.00	53.80
10157	9940348957		IX	100	01/18/24		115.20	0.00	115.20
			*** Payment Total				349.96	0.00	349.96
Payment Number 1184851 Payment Date 01/05/24			Vendor 26295				ILLINOIS LABOR LAW POSTER SERV	Status Issued	
26295	A13591355945		IX	100	12/26/23		109.50	0.00	109.50
26295	A13593670998		IX	100	01/03/24		109.50	0.00	109.50
			*** Payment Total				219.00	0.00	219.00
Payment Number 1184852 Payment Date 01/05/24			Vendor 40407				JOHN THOMAS COMPANY	Status Issued	
40407	19452		IX	100	01/11/24		2,584.37	0.00	2,584.37
			*** Payment Total				2,584.37	0.00	2,584.37
Payment Number 1184853 Payment Date 01/05/24			Vendor 41967				KEIZER-MORRIS INTERNATIONAL	Status Issued	
41967	29064		IX	100	12/09/23		948.55	0.00	948.55
41967	29095		IX	100	12/16/23		4,049.04	0.00	4,049.04
41967	29151		IX	100	12/28/23		300.96	0.00	300.96
			*** Payment Total				5,298.55	0.00	5,298.55
Payment Number 1184854 Payment Date 01/05/24			Vendor 10139				MCMASTER-CARR	Status Issued	
10139	18021369		IX	100	12/22/23		77.07	0.00	77.07
10139	18488659		IX	100	01/03/24		115.77	0.00	115.77
10139	18961588		IX	100	01/11/24		83.09	0.00	83.09
10139	18979667		IX	100	01/11/24		28.94	0.00	28.94
10139	19259637		IX	100	01/17/24		84.87	0.00	84.87
			*** Payment Total				389.74	0.00	389.74
Payment Number 1184855 Payment Date 01/05/24			Vendor 10851				MENARDS - GLENDALE HEIGHTS	Status Issued	
10851	25636		IX	100	01/11/24		18.48	0.00	18.48
			*** Payment Total				18.48	0.00	18.48
Payment Number 1184856 Payment Date 01/05/24			Vendor 10851				MENARDS - WEST CHICAGO	Status Issued	
10851	86568		IX	100	12/22/23		107.35	0.00	107.35
			*** Payment Total				107.35	0.00	107.35
Payment Number 1184857 Payment Date 01/05/24			Vendor 42615				ML UTILITIES	Status Issued	
42615	107145		IX	100	12/16/23		64.58	0.00	64.58
			*** Payment Total				64.58	0.00	64.58

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Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1184858 Payment Date 01/05/24		Vendor 11470	MOTION INDUSTRIES, INC					Status Issued	
11470	IL32-00867321		IX	100	12/21/23		2,046.78	0.00	2,046.78
			*** Payment Total				2,046.78	0.00	2,046.78
Payment Number 1184859 Payment Date 01/05/24		Vendor 12025	MSC INDUSTRIAL SUPPLY CO					Status Issued	
12025	25933178		IX	100	01/11/24		417.72	0.00	417.72
			*** Payment Total				417.72	0.00	417.72
Payment Number 1184860 Payment Date 01/05/24		Vendor 10055	MURPHY ACE HARDWARE					Status Issued	
10055	946772		IX	100	11/17/23		146.09	0.00	146.09
			*** Payment Total				146.09	0.00	146.09
Payment Number 1184861 Payment Date 01/05/24		Vendor 10803	NAPCO STEEL INC.					Status Issued	
10803	469904		IX	100	12/09/23		510.25	0.00	510.25
10803	470207		IX	100	12/27/23		530.10	0.00	530.10
			*** Payment Total				1,040.35	0.00	1,040.35
Payment Number 1184862 Payment Date 01/05/24		Vendor 13649	NATIONAL ENGRAVERS INC					Status Issued	
13649	105732		IX	100	12/22/23		151.00	0.00	151.00
			*** Payment Total				151.00	0.00	151.00
Payment Number 1184863 Payment Date 01/05/24		Vendor 11338	NEW PIG CORPORATION					Status Issued	
11338	24153459-00		IX	100	12/13/23		994.77	0.00	994.77
11338	24160994-00		IX	100	12/21/23		890.40	0.00	890.40
			*** Payment Total				1,885.17	0.00	1,885.17
Payment Number 1184864 Payment Date 01/05/24		Vendor 10274	NEXTIME INC					Status Issued	
10274	127825		IX	100	01/01/24		620.00	0.00	620.00
			*** Payment Total				620.00	0.00	620.00
Payment Number 1184865 Payment Date 01/05/24		Vendor 10057	NICOR GAS					Status Issued	
10057	72852341519 121223		IX	100	01/11/24		158.67	0.00	158.67
			*** Payment Total				158.67	0.00	158.67
Payment Number 1184866 Payment Date 01/05/24		Vendor 10057	NICOR GAS					Status Issued	
10057	04767568159 120423		IX	100	01/03/24		202.83	0.00	202.83
10057	58190244663 120423		IX	100	01/03/24		877.82	0.00	877.82
			*** Payment Total				1,080.65	0.00	1,080.65
Payment Number 1184867 Payment Date 01/05/24		Vendor 23945	PAT MOONEY INC					Status Issued	
23945	3352115-IN		IX	100	01/18/24		1,026.00	0.00	1,026.00
			*** Payment Total				1,026.00	0.00	1,026.00
Payment Number 1184868 Payment Date 01/05/24		Vendor 12697	RANDALL-REILLY, LLC					Status Issued	
12697	561936-M-24		IX	100	01/18/24		4,664.00	0.00	4,664.00
			*** Payment Total				4,664.00	0.00	4,664.00
Payment Number 1184869 Payment Date 01/05/24		Vendor 11093	REGIONAL TRUCK EQUIPMENT CO					Status Issued	
11093	278605		IX	100	12/09/23		1,777.44	0.00	1,777.44

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Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1184869 Payment Date 01/05/24			Vendor 11093				REGIONAL TRUCK EQUIPMENT CO	Status Issued	
			*** Payment Total				1,777.44	0.00	1,777.44
Payment Number 1184870 Payment Date 01/05/24			Vendor 10034				ROYAL PIPE & SUPPLY CO	Status Issued	
10034	S1587471.001		IX	100	12/20/23		795.00	0.00	795.00
			*** Payment Total				795.00	0.00	795.00
Payment Number 1184871 Payment Date 01/05/24			Vendor 10034				ROYAL PIPE & SUPPLY CO.	Status Issued	
10034	S1586559.001		IX	100	11/26/23		80.32	0.00	80.32
			*** Payment Total				80.32	0.00	80.32
Payment Number 1184872 Payment Date 01/05/24			Vendor 10045				SNAP-ON INDUSTRIAL	Status Issued	
10045	ARV/59661594		IX	100	12/31/23		5,383.05	0.00	5,383.05
			*** Payment Total				5,383.05	0.00	5,383.05
Payment Number 1184873 Payment Date 01/05/24			Vendor 10849				STANDARD EQUIPMENT COMPANY	Status Issued	
10849	P44969		IX	100	09/16/23		362.73	0.00	362.73
10849	P45247		IX	100	09/29/23		70.40	0.00	70.40
10849	P46040		IX	100	11/10/23		344.00	0.00	344.00
10849	P47238		IX	100	01/11/24		653.50	0.00	653.50
10849	P47319		IX	100	01/17/24		759.13	0.00	759.13
			*** Payment Total				2,189.76	0.00	2,189.76
Payment Number 1184874 Payment Date 01/05/24			Vendor 11645				SUNRISE CHEVROLET	Status Issued	
11645	820962		IX	100	12/30/23		839.85	0.00	839.85
			*** Payment Total				839.85	0.00	839.85
Payment Number 1184875 Payment Date 01/05/24			Vendor 10374				TERMINAL SUPPLY CO	Status Issued	
10374	83983-00		IX	100	12/11/23		3,620.12	0.00	3,620.12
10374	84004-00		IX	100	12/11/23		152.55	0.00	152.55
10374	87200-00		IX	100	12/28/23		1,462.43	0.00	1,462.43
			*** Payment Total				5,235.10	0.00	5,235.10
Payment Number 1184876 Payment Date 01/05/24			Vendor 10067				TERRACE SUPPLY CO	Status Issued	
10067	0001053833		IX	100	12/30/23		252.00	0.00	252.00
			*** Payment Total				252.00	0.00	252.00
Payment Number 1184877 Payment Date 01/05/24			Vendor 11219				THE HOME DEPOT PRO	Status Issued	
11219	777234113		IX	100	12/28/23		433.94	0.00	433.94
11219	781186952		IX	100	01/20/24		773.72	0.00	773.72
			*** Payment Total				1,207.66	0.00	1,207.66
Payment Number 1184878 Payment Date 01/05/24			Vendor 11930				TRAFFTECH INC	Status Issued	
11930	2174		IX	100	01/06/24		1,485.00	0.00	1,485.00
			*** Payment Total				1,485.00	0.00	1,485.00
Payment Number 1184879 Payment Date 01/05/24			Vendor 11201				UNITED STATES POSTAL SERVICE	Status Issued	
11201	34855593 103123 DOT		IX	100	11/30/23		46.65	0.00	46.65
11201	34855593 113023 DOT		IX	100	12/30/23		49.10	0.00	49.10

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Payment Code CHK

Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1184879 Payment Date 01/05/24			Vendor 11201				UNITED STATES POSTAL SERVICE		Status Issued
			*** Payment Total				95.75	0.00	95.75
Payment Number 1184880 Payment Date 01/05/24			Vendor 10709				VILLAGE OF WINFIELD		Status Issued
10709	00007918		IX	100	01/27/24		35.20	0.00	35.20
10709	00007919		IX	100	01/27/24		35.20	0.00	35.20
			*** Payment Total				70.40	0.00	70.40
Payment Number 1184881 Payment Date 01/05/24			Vendor 10551				WELDSTAR CO		Status Issued
10551	0002234633		IX	100	12/24/23		39.68	0.00	39.68
			*** Payment Total				39.68	0.00	39.68
Payment Number 1184882 Payment Date 01/05/24			Vendor 31842				WENDT, PAUL		Status Issued
31842	EXP20231117		IX	100	12/25/23		164.63	0.00	164.63
			*** Payment Total				164.63	0.00	164.63
Payment Number 1184883 Payment Date 01/05/24			Vendor 10037				WHEATON SANITARY DISTRICT		Status Issued
10037	036759-000 11/22/23		IX	100	12/22/23		98.70	0.00	98.70
10037	036917-000 11/22/23		IX	100	12/22/23		107.72	0.00	107.72
10037	036919-000 11/22/23		IX	100	12/22/23		234.02	0.00	234.02
10037	036919-000 122223		IX	100	01/21/24		288.16	0.00	288.16
			*** Payment Total				728.60	0.00	728.60
		*** Payment Code CHK Total					200,824.00	0.00	200,824.00
			Payment Count				78		
		*** Cash Code 1414 Total					353,051.37	0.00	353,051.37
			Payment Count				90		
		*** Pay Group 1500 USD Total					353,051.37	0.00	353,051.37
			Payment Count				90		

AP255 Date: 01/05/24 JOB SUBMISSION PARAMETERS
Time: 13:25

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

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

Payment Date: 010524 - 010524
Payment Numbers: -
Payment Code:

Bank Account Payment History

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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 530570 Payment Date 01/05/24		Vendor 10312	PATRICK ENGINEERING INC					Status Issued	
10312	22307.103-1		IX	100	01/07/24		11,789.59	0.00	11,789.59
		*** Payment Total					11,789.59	0.00	11,789.59
Payment Number 530571 Payment Date 01/05/24		Vendor 10802	V3 COMPANIES, LTD					Status Issued	
10802	1123537-03		IX	100	01/05/24		5,610.16	0.00	5,610.16
		*** Payment Total					5,610.16	0.00	5,610.16
		*** Payment Code ACH Total					17,399.75	0.00	17,399.75
		Payment Count					2		

Bank Account Payment History

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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 1184884 Payment Date 01/05/24		Vendor 21802	A. BLOCK MARKETING, INC					Status Issued	
21802	JA00006333		IX	100	12/09/23		30.00	0.00	30.00
21802	JA00006393		IX	100	12/20/23		30.00	0.00	30.00
21802	LO00086680		IX	100	12/09/23		30.00	0.00	30.00
21802	LO00086886		IX	100	12/27/23		30.00	0.00	30.00
			*** Payment Total				120.00	0.00	120.00
Payment Number 1184885 Payment Date 01/05/24		Vendor 37389	AEP ENERGY					Status Issued	
37389	3014485574 112923		IX	100	12/29/23		75.74	0.00	75.74
			*** Payment Total				75.74	0.00	75.74
Payment Number 1184886 Payment Date 01/05/24		Vendor 30491	ALTA CONSTRUCTION EQUIPMENT					Status Issued	
30491	SP4/78435		IX	100	12/21/23		90.48	0.00	90.48
			*** Payment Total				90.48	0.00	90.48
Payment Number 1184887 Payment Date 01/05/24		Vendor 10023	COM ED					Status Issued	
10023	0658018001 121823		IX	100	01/17/24		423.57	0.00	423.57
10023	6421668024 121523		IX	100	01/14/24		319.36	0.00	319.36
10023	8684557013 121223		IX	100	01/11/24		359.26	0.00	359.26
10023	8859334024 121523		IX	100	01/14/24		23.88	0.00	23.88
			*** Payment Total				1,126.07	0.00	1,126.07
Payment Number 1184888 Payment Date 01/05/24		Vendor 11041	CONSERV FS, INC					Status Issued	
11041	6427918		IX	100	12/07/23		147.50	0.00	147.50
			*** Payment Total				147.50	0.00	147.50
Payment Number 1184889 Payment Date 01/05/24		Vendor 10157	GRAINGER					Status Issued	
10157	9894352070		IX	100	12/08/23		117.45	0.00	117.45
			*** Payment Total				117.45	0.00	117.45
Payment Number 1184890 Payment Date 01/05/24		Vendor 10044	KIPP'S LAWNMOWER SALES & SVC					Status Issued	
10044	516900		IX	100	12/08/23		353.72	0.00	353.72
10044	516922		IX	100	12/09/23		330.75	0.00	330.75
			*** Payment Total				684.47	0.00	684.47
Payment Number 1184891 Payment Date 01/05/24		Vendor 10851	MENARDS - GLENDALE HEIGHTS					Status Issued	
10851	24779		IX	100	12/27/23		44.67	0.00	44.67
10851	24834		IX	100	12/28/23		8.98	0.00	8.98
10851	24897		IX	100	12/29/23		66.92	0.00	66.92
10851	24906		IX	100	12/29/23		42.72	0.00	42.72
10851	24958		IX	100	12/30/23		86.46	0.00	86.46
			*** Payment Total				249.75	0.00	249.75
Payment Number 1184892 Payment Date 01/05/24		Vendor 10055	MURPHY ACE HARDWARE					Status Issued	
10055	947672		IX	100	12/26/23		68.95	0.00	68.95
			*** Payment Total				68.95	0.00	68.95
Payment Number 1184893 Payment Date 01/05/24		Vendor 10057	NICOR GAS					Status Issued	
10057	22587400007 122123		IX	100	01/20/24		56.24	0.00	56.24

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Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1184893 Payment Date 01/05/24		Vendor 10057	NICOR GAS					Status Issued	
10057	63535010001 120723		IX	100	01/06/24		171.94	0.00	171.94
		*** Payment Total					228.18	0.00	228.18
Payment Number 1184894 Payment Date 01/05/24		Vendor 10549	RED WING SHOE COMPANY INC					Status Issued	
10549	45-1-137363		IX	100	11/05/23		200.00	0.00	200.00
		*** Payment Total					200.00	0.00	200.00
Payment Number 1184895 Payment Date 01/05/24		Vendor 10540	SECRETARY OF STATE					Status Issued	
10540	SUFFREDIN 122223		IX	100	12/26/23		15.00	0.00	15.00
		*** Payment Total					15.00	0.00	15.00
Payment Number 1184896 Payment Date 01/05/24		Vendor 10955	SERVICE INDUSTRIAL SUPPLY INC					Status Issued	
10955	136937		IX	100	11/12/23		72.60	0.00	72.60
		*** Payment Total					72.60	0.00	72.60
		*** Payment Code CHK Total					3,196.19	0.00	3,196.19
		Payment Count					13		
		*** Cash Code 1414 Total					20,595.94	0.00	20,595.94
		Payment Count					15		
		*** Pay Group 1600 USD Total					20,595.94	0.00	20,595.94
		Payment Count					15		

AP255 Date: 01/05/24 JOB SUBMISSION PARAMETERS
Time: 13:25

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

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

Payment Date: 010524 - 010524
Payment Numbers: -
Payment Code:

Bank Account Payment History

Payment Date Range 01/05/24 thru 01/05/24
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 530572 Payment Date 01/05/24			Vendor 26753		AMAZON CAPITAL SERVICES			Status Issued	
26753	1HV7-FVHP-3FL7		IX	100	12/14/23		853.21	0.00	853.21
			*** Payment Total				853.21	0.00	853.21
Payment Number 530573 Payment Date 01/05/24			Vendor 10843		K-FIVE HODGKINS LLC			Status Issued	
10843	53758		IX	100	12/07/23		926.25	0.00	926.25
10843	53851		IX	100	12/08/23		397.58	0.00	397.58
			*** Payment Total				1,323.83	0.00	1,323.83
Payment Number 530574 Payment Date 01/05/24			Vendor 30232		ROBINSON ENGINEERING LTD			Status Issued	
30232	23120184		IX	100	01/13/24		1,986.97	0.00	1,986.97
			*** Payment Total				1,986.97	0.00	1,986.97
		*** Payment Code ACH Total					4,164.01	0.00	4,164.01
		Payment Count					3		

Payment Date Range 01/05/24 thru 01/05/24
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 1184897 Payment Date 01/05/24		Vendor 26948	ADVANCE AUTO PARTS				Status Issued	
26948	8759332451085		IX 100	01/14/24		82.79	0.00	82.79
			*** Payment Total			82.79	0.00	82.79
Payment Number 1184898 Payment Date 01/05/24		Vendor 10008	AT&T				Status Issued	
10008	630R17068411 2023		IX 100	12/16/23		644.45	0.00	644.45
			*** Payment Total			644.45	0.00	644.45
Payment Number 1184899 Payment Date 01/05/24		Vendor 12891	AUTOZONE INC				Status Issued	
12891	3555705845		IX 100	11/18/23		122.99	0.00	122.99
12891	3555718315		IX 100	12/15/23		134.98	0.00	134.98
12891	3555718534		IX 100	12/16/23		11.73	0.00	11.73
			*** Payment Total			269.70	0.00	269.70
Payment Number 1184900 Payment Date 01/05/24		Vendor 43304	BADGER METER, INC.				Status Issued	
43304	1617345		IX 100	12/09/23		71.64	0.00	71.64
			*** Payment Total			71.64	0.00	71.64
Payment Number 1184901 Payment Date 01/05/24		Vendor 43300	BAIRD & WARNER				Status Issued	
43300	122623		IX 100	12/26/23		184.02	0.00	184.02
			*** Payment Total			184.02	0.00	184.02
Payment Number 1184902 Payment Date 01/05/24		Vendor 11624	BUILDERS CHICAGO CORPORATION				Status Issued	
11624	89539		IX 100	12/14/23		555.00	0.00	555.00
			*** Payment Total			555.00	0.00	555.00
Payment Number 1184903 Payment Date 01/05/24		Vendor 10074	CITY OF WHEATON				Status Issued	
10074	512541		IX 100	12/17/23		476.90	0.00	476.90
10074	512595		IX 100	01/17/24		476.40	0.00	476.40
			*** Payment Total			953.30	0.00	953.30
Payment Number 1184904 Payment Date 01/05/24		Vendor 12382	COMCAST				Status Issued	
12382	877120121039612712323		IX 100	01/22/24		248.85	0.00	248.85
12382	877120122045530112823		IX 100	01/27/24		577.11	0.00	577.11
			*** Payment Total			825.96	0.00	825.96
Payment Number 1184905 Payment Date 01/05/24		Vendor 11196	FEDEX				Status Issued	
11196	8-361-18960		IX 100	01/26/24		47.80	0.00	47.80
			*** Payment Total			47.80	0.00	47.80
Payment Number 1184906 Payment Date 01/05/24		Vendor 10996	FIRST ENVIRONMENTAL LABS INC				Status Issued	
10996	179488		IX 100	11/29/23		405.60	0.00	405.60
10996	179947		IX 100	12/21/23		412.10	0.00	412.10
10996	179962		IX 100	12/21/23		143.00	0.00	143.00
			*** Payment Total			960.70	0.00	960.70
Payment Number 1184907 Payment Date 01/05/24		Vendor 10157	GRAINGER INC				Status Issued	
10157	9897215068		IX 100	12/07/23		95.93	0.00	95.93

Payment Date Range 01/05/24 thru 01/05/24
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 1184907 Payment Date 01/05/24			Vendor 10157				GRAINGER INC	Status Issued	
						*** Payment Total	95.93	0.00	95.93
Payment Number 1184908 Payment Date 01/05/24			Vendor 11546				KARDON ENTERPRISES INC	Status Issued	
11546	103560		IX	100	10/27/23		530.00	0.00	530.00
						*** Payment Total	530.00	0.00	530.00
Payment Number 1184909 Payment Date 01/05/24			Vendor 11219				HOME DEPOT CREDIT SERVICES	Status Issued	
11219	0174 0231 112823		IX	100	12/28/23		605.24	0.00	605.24
						*** Payment Total	605.24	0.00	605.24
Payment Number 1184910 Payment Date 01/05/24			Vendor 39239				L.A. FASTENERS, INC	Status Issued	
39239	1-332082		IX	100	10/27/23		19.88	0.00	19.88
39239	1-333099		IX	100	11/05/23		284.75	0.00	284.75
39239	1-335933		IX	100	12/06/23		274.54-	0.00	274.54-
						*** Payment Total	30.09	0.00	30.09
Payment Number 1184911 Payment Date 01/05/24			Vendor 11215				MID AMERICAN WATER INC	Status Issued	
11215	223027A		IX	100	10/12/23		109.70	0.00	109.70
11215	224617A		IX	100	11/10/23		1,136.88	0.00	1,136.88
						*** Payment Total	1,246.58	0.00	1,246.58
Payment Number 1184912 Payment Date 01/05/24			Vendor 23393				MIDLAND SCIENTIFIC INC	Status Issued	
23393	6715568		IX	100	11/15/23		45.24	0.00	45.24
						*** Payment Total	45.24	0.00	45.24
Payment Number 1184913 Payment Date 01/05/24			Vendor 10803				NAPCO STEEL INC.	Status Issued	
10803	469644		IX	100	11/26/23		145.00	0.00	145.00
						*** Payment Total	145.00	0.00	145.00
Payment Number 1184914 Payment Date 01/05/24			Vendor 11761				PACE ANALYTICAL SERVICES INC	Status Issued	
11761	I9571361		IX	100	11/06/23		206.00	0.00	206.00
						*** Payment Total	206.00	0.00	206.00
Payment Number 1184915 Payment Date 01/05/24			Vendor 10070				PACKEY WEBB FORD	Status Issued	
10070	167312		IX	100	10/14/23		77.21	0.00	77.21
						*** Payment Total	77.21	0.00	77.21
Payment Number 1184916 Payment Date 01/05/24			Vendor 20894				PAYMENTUS CORP	Status Issued	
20894	INV-15-142578		IX	100	12/30/23		561.25	0.00	561.25
						*** Payment Total	561.25	0.00	561.25
Payment Number 1184917 Payment Date 01/05/24			Vendor 10549				REDWING BUSINESS ADVANTAGE	Status Issued	
10549	45-1-138579		IX	100	12/06/23		200.00	0.00	200.00
						*** Payment Total	200.00	0.00	200.00
Payment Number 1184918 Payment Date 01/05/24			Vendor 11093				REGIONAL TRUCK EQUIPMENT CO	Status Issued	
11093	278859		IX	100	12/27/23		79.13	0.00	79.13

Payment Date Range 01/05/24 thru 01/05/24
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 1184918 Payment Date 01/05/24			Vendor 11093				REGIONAL TRUCK EQUIPMENT CO	Status Issued	
						*** Payment Total	79.13	0.00	79.13
Payment Number 1184919 Payment Date 01/05/24			Vendor 10955				SERVICE INDUSTRIAL SUPPLY INC	Status Issued	
10955	136936		IX	100	11/12/23		72.60	0.00	72.60
						*** Payment Total	72.60	0.00	72.60
Payment Number 1184920 Payment Date 01/05/24			Vendor 10849				STANDARD EQUIPMENT COMPANY	Status Issued	
10849	P45789		IX	100	10/27/23		722.69	0.00	722.69
10849	P46550		IX	100	12/06/23		62.29	0.00	62.29
						*** Payment Total	784.98	0.00	784.98
Payment Number 1184921 Payment Date 01/05/24			Vendor 10668				SUBURBAN DOOR CHECK & LOCK SVC	Status Issued	
10668	IN563534		IX	100	11/26/23		105.00	0.00	105.00
						*** Payment Total	105.00	0.00	105.00
Payment Number 1184922 Payment Date 01/05/24			Vendor 43206				TOMASKOVIC, JANET	Status Issued	
43206	121523		IX	100	12/15/23		3,346.56	0.00	3,346.56
						*** Payment Total	3,346.56	0.00	3,346.56
Payment Number 1184923 Payment Date 01/05/24			Vendor 27738				TYLER TECHNOLOGIES INC	Status Issued	
27738	045-447450		IX	100	12/30/23		700.00	0.00	700.00
						*** Payment Total	700.00	0.00	700.00
Payment Number 1184924 Payment Date 01/05/24			Vendor 11812				USA BLUEBOOK	Status Issued	
11812	INV00195649		IX	100	12/14/23		653.59	0.00	653.59
						*** Payment Total	653.59	0.00	653.59
Payment Number 1184925 Payment Date 01/05/24			Vendor 37581				FAVIA INVESTMENTS LTD	Status Issued	
37581	184726		IX	100	10/14/23		39.95	0.00	39.95
37581	184765		IX	100	10/18/23		42.95	0.00	42.95
37581	184851		IX	100	10/26/23		45.95	0.00	45.95
37581	185010		IX	100	11/11/23		1,179.42	0.00	1,179.42
37581	185090		IX	100	11/18/23		45.95	0.00	45.95
37581	185100		IX	100	11/19/23		1,267.69	0.00	1,267.69
37581	185193		IX	100	11/29/23		45.95	0.00	45.95
37581	185270		IX	100	12/06/23		292.08	0.00	292.08
37581	185507		IX	100	12/30/23		39.95	0.00	39.95
						*** Payment Total	2,999.89	0.00	2,999.89
Payment Number 1184926 Payment Date 01/05/24			Vendor 10128				VILLAGE OF DOWNERS GROVE	Status Issued	
10128	12538		IX	100	01/19/24		53.57	0.00	53.57
						*** Payment Total	53.57	0.00	53.57
Payment Number 1184927 Payment Date 01/05/24			Vendor 11976				WASTEBOX INC	Status Issued	
11976	189540		IX	100	12/15/23		320.00	0.00	320.00
						*** Payment Total	320.00	0.00	320.00
Payment Number 1184928 Payment Date 01/05/24			Vendor 23791				WELCH BROS INC	Status Issued	

Payment Date Range 01/05/24 thru 01/05/24
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 1184928 Payment Date 01/05/24			Vendor 23791		WELCH BROS INC			Status Issued	
23791	3252060		IX	100	11/22/23		319.38	0.00	319.38
			*** Payment Total				319.38	0.00	319.38
Payment Number 1184929 Payment Date 01/05/24			Vendor 12637		WSG & SOLUTIONS, INC			Status Issued	
12637	010205		IX	100	10/29/23		1,635.00	0.00	1,635.00
			*** Payment Total				1,635.00	0.00	1,635.00
		*** Payment Code CHK Total					19,407.60	0.00	19,407.60
		Payment Count					33		
		*** Cash Code 1414 Total					23,571.61	0.00	23,571.61
		Payment Count					36		
		*** Pay Group 2000 USD Total					23,571.61	0.00	23,571.61
		Payment Count					36		

AP255 Date: 01/05/24 JOB SUBMISSION PARAMETERS
Time: 13:26

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

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

Payment Date: 010524 - 010524
Payment Numbers: -
Payment Code:

Bank Account Payment History

Payment Date Range 01/05/24 thru 01/05/24
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 530575 Payment Date 01/05/24			Vendor 31882		BESLAGIC, AIDA			Status Issued	
31882	MIL20231102		IX	202	12/02/23		198.47	0.00	198.47
			*** Payment Total				198.47	0.00	198.47
Payment Number 530576 Payment Date 01/05/24			Vendor 28459		CONTRERAS, STEPHANIE			Status Issued	
28459	MIL20231106		IX	202	12/29/23		80.83	0.00	80.83
			*** Payment Total				80.83	0.00	80.83
Payment Number 530577 Payment Date 01/05/24			Vendor 23461		DUPAGE COUNTY COMMUNITY			Status Issued	
23461	WALMRT&AMAZON M.T 1218		IX	101	12/19/23		200.00	0.00	200.00
			*** Payment Total				200.00	0.00	200.00
Payment Number 530578 Payment Date 01/05/24			Vendor 18801		EVANS, CHRISTINE			Status Issued	
18801	MIL20231128		IX	202	12/28/23		30.13	0.00	30.13
			*** Payment Total				30.13	0.00	30.13
Payment Number 530579 Payment Date 01/05/24			Vendor 14161		GRAHAM, KELLY			Status Issued	
14161	112623-113023.ARI		IX	208	01/19/24		210.00	0.00	210.00
14161	120123-120223.ARI		IX	208	01/19/24		75.00	0.00	75.00
14161	120323-120923.ARI		IX	208	01/19/24		225.00	0.00	225.00
14161	121023-121623.ARI		IX	208	01/19/24		240.00	0.00	240.00
			*** Payment Total				750.00	0.00	750.00
Payment Number 530580 Payment Date 01/05/24			Vendor 31149		HERNANDEZ, MARIA E.			Status Issued	
31149	MIL20231113		IX	202	12/29/23		19.85	0.00	19.85
			*** Payment Total				19.85	0.00	19.85
		*** Payment Code ACH Total					1,279.28	0.00	1,279.28
		Payment Count					6		

Payment Date Range 01/05/24 thru 01/05/24
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 1184930 Payment Date 01/05/24		Vendor 10671	ALPHAGRAPHICS					Status Issued	
10671	176393			IX	202	01/20/24	19.75	0.00	19.75
			*** Payment Total				19.75	0.00	19.75
Payment Number 1184931 Payment Date 01/05/24		Vendor 37500	ANGELS HOMECARE SERVICES, INC					Status Issued	
37500	20231125LG			IX	101	01/20/24	300.00	0.00	300.00
			*** Payment Total				300.00	0.00	300.00
Payment Number 1184932 Payment Date 01/05/24		Vendor 10009	AT&T MOBILITY					Status Issued	
10009	287304391276X12082023			IX	202	12/30/23	3,349.15	0.00	3,349.15
10009	287306099963X12082023A			IX	208	12/30/23	1,207.58	0.00	1,207.58
			*** Payment Total				4,556.73	0.00	4,556.73
Payment Number 1184933 Payment Date 01/05/24		Vendor 10959	CITY OF NAPERVILLE					Status Issued	
10959	221647			IX	101	12/29/23	19,522.00	0.00	19,522.00
			*** Payment Total				19,522.00	0.00	19,522.00
Payment Number 1184934 Payment Date 01/05/24		Vendor 10959	CITY OF NAPERVILLE					Status Issued	
10959	221869			IX	101	01/04/24	19,968.00	0.00	19,968.00
			*** Payment Total				19,968.00	0.00	19,968.00
Payment Number 1184935 Payment Date 01/05/24		Vendor 10023	COM ED - LIHEAP PAYMENTS					Status Issued	
10023	221650			IX	101	01/28/24	1,761.00	0.00	1,761.00
			*** Payment Total				1,761.00	0.00	1,761.00
Payment Number 1184936 Payment Date 01/05/24		Vendor 10023	COM ED - LIHEAP PAYMENTS					Status Issued	
10023	221651			IX	101	01/28/24	173,286.00	0.00	173,286.00
			*** Payment Total				173,286.00	0.00	173,286.00
Payment Number 1184937 Payment Date 01/05/24		Vendor 10023	COM ED - LIHEAP PAYMENTS					Status Issued	
10023	221870			IX	101	02/04/24	90,326.00	0.00	90,326.00
			*** Payment Total				90,326.00	0.00	90,326.00
Payment Number 1184938 Payment Date 01/05/24		Vendor 10811	COMMUNITY HOUSING ADVOCACY &					Status Issued	
10811	HM21-04#1			IX	103	01/02/24	67,753.29	0.00	67,753.29
			*** Payment Total				67,753.29	0.00	67,753.29
Payment Number 1184939 Payment Date 01/05/24		Vendor 21946	GREITER, HEATHER					Status Issued	
21946	MIL20231101			IX	202	12/29/23	73.56	0.00	73.56
			*** Payment Total				73.56	0.00	73.56
Payment Number 1184940 Payment Date 01/05/24		Vendor 42152	HARRIS, JACQUELINE					Status Issued	
42152	MIL20231101			IX	202	12/29/23	133.88	0.00	133.88
			*** Payment Total				133.88	0.00	133.88
Payment Number 1184941 Payment Date 01/05/24		Vendor 12225	IDEXX DISTRIBUTION INC					Status Issued	
12225	1123134710			IX	306	12/30/23	1,210.67	0.00	1,210.67
			*** Payment Total				1,210.67	0.00	1,210.67

Payment Date Range 01/05/24 thru 01/05/24
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 1184942 Payment Date 01/05/24		Vendor 10057	NICOR GAS					Status Issued	
10057	221652		IX	101	01/28/24		111,897.00	0.00	111,897.00
			*** Payment Total				111,897.00	0.00	111,897.00
Payment Number 1184943 Payment Date 01/05/24		Vendor 10057	NICOR GAS					Status Issued	
10057	221871		IX	200	02/03/24		54,200.00	0.00	54,200.00
			*** Payment Total				54,200.00	0.00	54,200.00
Payment Number 1184944 Payment Date 01/05/24		Vendor 38242	PALMERIN, ELISABETH					Status Issued	
38242	MIL20231102		IX	202	12/29/23		72.64	0.00	72.64
38242	MIL20231206		IX	202	12/29/23		58.16	0.00	58.16
			*** Payment Total				130.80	0.00	130.80
Payment Number 1184945 Payment Date 01/05/24		Vendor 43308	SOORTY, SHAHID					Status Issued	
43308	IACAA-24-2011		IX	101	12/30/23		1,980.00	0.00	1,980.00
			*** Payment Total				1,980.00	0.00	1,980.00
Payment Number 1184946 Payment Date 01/05/24		Vendor 10068	WAREHOUSE DIRECT, INC.					Status Issued	
10068	5629664-0		IX	101	12/31/23		274.32	0.00	274.32
10068	5630013-0		IX	101	01/12/24		196.37	0.00	196.37
			*** Payment Total				470.69	0.00	470.69
Payment Number 1184947 Payment Date 01/05/24		Vendor 42770	WOOD GLEN ESSENTIAL HOUSING					Status Issued	
42770	WOOD GLEN B.B. JAN24		IX	202	01/21/24		800.00	0.00	800.00
			*** Payment Total				800.00	0.00	800.00
		*** Payment Code CHK Total					548,389.37	0.00	548,389.37
		Payment Count					18		
		*** Cash Code 1414 Total					549,668.65	0.00	549,668.65
		Payment Count					24		
		*** Pay Group 5000 USD Total					549,668.65	0.00	549,668.65
		Payment Count					24		

AP255 Date: 01/05/24 JOB SUBMISSION PARAMETERS
Time: 13:26

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

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

Payment Date: 010524 - 010524
Payment Numbers: -
Payment Code:

Bank Account Payment History

Payment Date Range 01/05/24 thru 01/05/24

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 530581 Payment Date 01/05/24			Vendor 12021				HAMPTON, LENZINI & RENWICK INC	Status Issued	
12021	000020232799		IX	100	12/20/23		6,995.10	0.00	6,995.10
12021	000020232800		IX	100	12/20/23		12,539.80	0.00	12,539.80
12021	000020232982		IX	100	01/12/24		8,339.60	0.00	8,339.60
12021	000020232984		IX	100	01/12/24		15,206.80	0.00	15,206.80
			*** Payment Total				43,081.30	0.00	43,081.30
Payment Number 530582 Payment Date 01/05/24			Vendor 30232				ROBINSON ENGINEERING LTD	Status Issued	
30232	23100054		IX	100	11/04/23		1,674.68	0.00	1,674.68
			*** Payment Total				1,674.68	0.00	1,674.68
Payment Number 530583 Payment Date 01/05/24			Vendor 10802				V3 COMPANIES, LTD	Status Issued	
10802	1123198R		IX	100	01/04/24		6,091.52	0.00	6,091.52
			*** Payment Total				6,091.52	0.00	6,091.52
Payment Number 530584 Payment Date 01/05/24			Vendor 26311				WIGHT CONSTRUCTION SERVICES	Status Issued	
26311	200112-33		IX	100	10/30/23		5,151.37	0.00	5,151.37
26311	200112-34		IX	100	11/30/23		9,191.97	0.00	9,191.97
			*** Payment Total				14,343.34	0.00	14,343.34
		*** Payment Code ACH Total					65,190.84	0.00	65,190.84
		Payment Count					4		

Payment Date Range 01/05/24 thru 01/05/24
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 1184948 Payment Date 01/05/24			Vendor 41560		G&W CANADA CORPORATION			Status Issued	
41560	476965		IX	100	11/05/23		41,010.00	0.00	41,010.00
			*** Payment Total				41,010.00	0.00	41,010.00
Payment Number 1184949 Payment Date 01/05/24			Vendor 38503		WOLD ARCHITECTS AND ENGINEERS			Status Issued	
38503	89645		IX	100	11/30/23		5,043.68	0.00	5,043.68
38503	89957		IX	100	12/30/23		5,951.32	0.00	5,951.32
			*** Payment Total				10,995.00	0.00	10,995.00
		*** Payment Code CHK Total					52,005.00	0.00	52,005.00
		Payment Count					2		
		*** Cash Code 1414 Total					117,195.84	0.00	117,195.84
		Payment Count					6		
		*** Pay Group 6000 USD Total					117,195.84	0.00	117,195.84
		Payment Count					6		

Payment of Claims

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

File #: 24-0323 **Agenda Date:** 1/23/2024 **Agenda #:** 8.C.

AP255 Date: 01/09/24 JOB SUBMISSION PARAMETERS
Time: 13:19

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

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

Payment Date: 010924 - 010924
Payment Numbers: -
Payment Code:

Bank Account Payment History

Payment Date Range 01/09/24 thru 01/09/24
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 530585 Payment Date 01/09/24		Vendor 26753	AMAZON CAPITAL SERVICES					Status Issued	
26753	11G3-LL6K-P3WM		IX	100	01/30/24		96.02	0.00	96.02
26753	176H-HQWN-9HYH		IX	100	01/18/24		56.29	0.00	56.29
26753	17JD-3PCM-PHRJ		IX	100	01/25/24		746.62	0.00	746.62
26753	1CMP-NQTF-3V4V		IX	100	01/20/24		113.04	0.00	113.04
26753	1L3V-KYC1-M6JT		IX	100	01/19/24		122.73	0.00	122.73
26753	1MPD-QCYL-9M79		IX	100	01/21/24		47.98	0.00	47.98
26753	1RDN-CMFW-9PVN		IX	100	01/11/24		43.78	0.00	43.78
26753	1X1D-RMQ1-631X		IX	100	01/03/24		413.75	0.00	413.75
		*** Payment Total					1,640.21	0.00	1,640.21
Payment Number 530586 Payment Date 01/09/24		Vendor 12249	APPRISS INSIGHTS LLC					Status Issued	
12249	2058626784		IX	100	02/07/24		61,018.00	0.00	61,018.00
		*** Payment Total					61,018.00	0.00	61,018.00
Payment Number 530587 Payment Date 01/09/24		Vendor 12792	BUSINESS IT SOURCE INC					Status Issued	
12792	438792		IX	100	02/03/24		615.00	0.00	615.00
12792	438808		IX	100	02/03/24		615.00	0.00	615.00
		*** Payment Total					1,230.00	0.00	1,230.00
Payment Number 530588 Payment Date 01/09/24		Vendor 10667	CDW GOVERNMENT INC					Status Issued	
10667	NK87586		IX	100	01/04/24		1,719.18	0.00	1,719.18
10667	NM67603		IX	100	01/08/24		1,055.60	0.00	1,055.60
10667	NP67665		IX	100	01/13/24		1,673.90	0.00	1,673.90
		*** Payment Total					4,448.68	0.00	4,448.68
Payment Number 530589 Payment Date 01/09/24		Vendor 11067	FOX VALLEY FIRE & SAFETY					Status Issued	
11067	IN00650206		IX	100	01/17/24		463.87	0.00	463.87
11067	IN00650217		IX	100	01/17/24		793.00	0.00	793.00
11067	IN00650633		IX	100	01/18/24		563.22	0.00	563.22
		*** Payment Total					1,820.09	0.00	1,820.09
Payment Number 530590 Payment Date 01/09/24		Vendor 11487	IMAGING SYSTEMS INC					Status Issued	
11487	23-0186		IX	100	01/17/24		5,850.00	0.00	5,850.00
		*** Payment Total					5,850.00	0.00	5,850.00
Payment Number 530591 Payment Date 01/09/24		Vendor 26550	MESSINA, MARCIA					Status Issued	
26550	692		IX	100	01/27/24		895.00	0.00	895.00
		*** Payment Total					895.00	0.00	895.00
Payment Number 530592 Payment Date 01/09/24		Vendor 10141	PRCO					Status Issued	
10141	X111551		IX	100	01/18/24		1,250.00	0.00	1,250.00
		*** Payment Total					1,250.00	0.00	1,250.00
Payment Number 530593 Payment Date 01/09/24		Vendor 11753	TITAN IMAGE GROUP INC					Status Issued	
11753	61108		IX	100	01/30/24		2,175.00	0.00	2,175.00
		*** Payment Total					2,175.00	0.00	2,175.00
Payment Number 530594 Payment Date 01/09/24		Vendor 30797	TRINITY SERVICES GROUP INC					Status Issued	

Payment Date Range 01/09/24 thru 01/09/24
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 530594 Payment Date 01/09/24		Vendor 30797			TRINITY SERVICES GROUP INC			Status Issued	
30797	3023000300	IX	100		02/04/24		21,567.71	0.00	21,567.71
			*** Payment Total				21,567.71	0.00	21,567.71
			*** Payment Code ACH Total				101,894.69	0.00	101,894.69
			Payment Count				10		

Payment Date Range 01/09/24 thru 01/09/24
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 1184951 Payment Date 01/09/24		Vendor 19712	DPCO SHERIFF EXTRADITION ACCT					Status Issued	
19712	CK10125		IX	100	01/19/24		131.60	0.00	131.60
19712	CK10126		IX	100	01/19/24		41.00	0.00	41.00
19712	CK10127		IX	100	01/21/24		196.00	0.00	196.00
			*** Payment Total				368.60	0.00	368.60
Payment Number 1184952 Payment Date 01/09/24		Vendor 22262	ADVANCED DIGITAL MEDIA INC					Status Issued	
22262	11223		IX	100	01/31/24		150.00	0.00	150.00
			*** Payment Total				150.00	0.00	150.00
Payment Number 1184953 Payment Date 01/09/24		Vendor 41943	AIR FILTER SOLUTIONS, LLC					Status Issued	
41943	2203-1		IX	100	12/29/23		786.48	0.00	786.48
			*** Payment Total				786.48	0.00	786.48
Payment Number 1184954 Payment Date 01/09/24		Vendor 10674	AIRGAS USA					Status Issued	
10674	5503605792		IX	100	12/30/23		76.30	0.00	76.30
			*** Payment Total				76.30	0.00	76.30
Payment Number 1184955 Payment Date 01/09/24		Vendor 10671	ALPHAGRAPHICS					Status Issued	
10671	176296		IX	100	01/25/24		28.50	0.00	28.50
10671	176299		IX	100	01/14/24		112.00	0.00	112.00
			*** Payment Total				140.50	0.00	140.50
Payment Number 1184956 Payment Date 01/09/24		Vendor 22302	AMERICAN HEART ASSOCIATION INC					Status Issued	
22302	SCPR153794		IX	100	01/22/24		175.00	0.00	175.00
			*** Payment Total				175.00	0.00	175.00
Payment Number 1184957 Payment Date 01/09/24		Vendor 10009	AT&T MOBILITY					Status Issued	
10009	287296427626X12272023		IX	100	01/18/24		1,390.50	0.00	1,390.50
			*** Payment Total				1,390.50	0.00	1,390.50
Payment Number 1184958 Payment Date 01/09/24		Vendor 41456	BERRY DUNN MCNEIL & PARKER LLC					Status Issued	
41456	439913		IX	100	01/29/24		6,225.00	0.00	6,225.00
			*** Payment Total				6,225.00	0.00	6,225.00
Payment Number 1184959 Payment Date 01/09/24		Vendor 40458	BOUCHARD, LESLIE					Status Issued	
40458	EXP20231221		IX	100	01/03/24		598.50	0.00	598.50
			*** Payment Total				598.50	0.00	598.50
Payment Number 1184960 Payment Date 01/09/24		Vendor 26281	BRAND ADVANTAGE GROUP					Status Issued	
26281	2106903		IX	100	01/06/24		393.11	0.00	393.11
			*** Payment Total				393.11	0.00	393.11
Payment Number 1184961 Payment Date 01/09/24		Vendor 10216	CANON SOLUTIONS AMERICA INC					Status Issued	
10216	125366923122		IX	100	01/26/24		13,533.41	0.00	13,533.41
			*** Payment Total				13,533.41	0.00	13,533.41
Payment Number 1184962 Payment Date 01/09/24		Vendor 12896	CELLEBRITE INC					Status Issued	
12896	INVUS264143		IX	100	01/22/24		310.00	0.00	310.00

Payment Date Range 01/09/24 thru 01/09/24
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 1184962 Payment Date 01/09/24			Vendor 12896				CELLEBRITE INC	Status Issued	
						*** Payment Total	310.00	0.00	310.00
Payment Number 1184963 Payment Date 01/09/24			Vendor 32620				CHEM-WISE ECOLOGICAL PEST	Status Issued	
32620	1211002		IX	100	12/28/23		413.00	0.00	413.00
						*** Payment Total	413.00	0.00	413.00
Payment Number 1184964 Payment Date 01/09/24			Vendor 10574				CHICAGO TRIBUNE	Status Issued	
10574	148569787 121923		IX	100	01/18/24		330.99	0.00	330.99
						*** Payment Total	330.99	0.00	330.99
Payment Number 1184965 Payment Date 01/09/24			Vendor 10074				CITY OF WHEATON	Status Issued	
10074	0034110000 121523		IX	100	01/14/24		545.86	0.00	545.86
						*** Payment Total	545.86	0.00	545.86
Payment Number 1184966 Payment Date 01/09/24			Vendor 12382				COMCAST	Status Issued	
12382	8771200470301041120623		IX	100	01/05/24		199.90	0.00	199.90
12382	877120047095320512 1923		IX	100	01/18/24		249.85	0.00	249.85
						*** Payment Total	449.75	0.00	449.75
Payment Number 1184967 Payment Date 01/09/24			Vendor 11107				DOOR SYSTEMS	Status Issued	
11107	931238		IX	100	11/29/23		681.50	0.00	681.50
						*** Payment Total	681.50	0.00	681.50
Payment Number 1184968 Payment Date 01/09/24			Vendor 11422				DUPAGE ASSOCIATION OF WOMEN	Status Issued	
11422	DAWL2023/2024		IX	100	02/04/24		50.00	0.00	50.00
						*** Payment Total	50.00	0.00	50.00
Payment Number 1184969 Payment Date 01/09/24			Vendor 11196				FEDEX	Status Issued	
11196	8-353-48529		IX	100	01/19/24		212.67	0.00	212.67
						*** Payment Total	212.67	0.00	212.67
Payment Number 1184970 Payment Date 01/09/24			Vendor 38645				FEHR GRAHAM & ASSOCIATES LLC	Status Issued	
38645	119912		IX	100	12/24/23		40.16	0.00	40.16
						*** Payment Total	40.16	0.00	40.16
Payment Number 1184971 Payment Date 01/09/24			Vendor 12036				FOREST AWARDS & ENGRAVING	Status Issued	
12036	14990		IX	100	01/25/24		221.99	0.00	221.99
						*** Payment Total	221.99	0.00	221.99
Payment Number 1184972 Payment Date 01/09/24			Vendor 12051				FOSTER AND FREEMAN USA INC	Status Issued	
12051	IN006866		IX	100	10/01/23		212.16	0.00	212.16
						*** Payment Total	212.16	0.00	212.16
Payment Number 1184973 Payment Date 01/09/24			Vendor 27954				GROOT, INC	Status Issued	
27954	11588402T106		IX	100	12/31/23		102.18	0.00	102.18
27954	11649138T107		IX	100	12/31/23		267.46	0.00	267.46
						*** Payment Total	369.64	0.00	369.64

Payment Date Range 01/09/24 thru 01/09/24
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 1184974 Payment Date 01/09/24		Vendor 10366	HINCKLEY SPRINGS					Status Issued	
10366	14458179 122523		IX	100	01/24/24		194.86	0.00	194.86
			*** Payment Total				194.86	0.00	194.86
Payment Number 1184975 Payment Date 01/09/24		Vendor 11219	HOME DEPOT CREDIT SERVICES					Status Issued	
11219	4018 2478 112123		IX	100	12/21/23		734.75	0.00	734.75
			*** Payment Total				734.75	0.00	734.75
Payment Number 1184976 Payment Date 01/09/24		Vendor 10809	INSIGHT PUBLIC SECTOR INC					Status Issued	
10809	1101119820		IX	100	01/11/24		323.38	0.00	323.38
10809	1101121633		IX	100	01/18/24		919.66	0.00	919.66
			*** Payment Total				1,243.04	0.00	1,243.04
Payment Number 1184977 Payment Date 01/09/24		Vendor 25946	INTERNATIONAL ASSOCIATION OF					Status Issued	
25946	4917 4918		IX	100	01/27/24		500.00	0.00	500.00
			*** Payment Total				500.00	0.00	500.00
Payment Number 1184978 Payment Date 01/09/24		Vendor 10147	KAMMES AUTO & TRUCK REPAIR INC					Status Issued	
10147	143287		IX	100	01/27/24		90.00	0.00	90.00
			*** Payment Total				90.00	0.00	90.00
Payment Number 1184979 Payment Date 01/09/24		Vendor 42151	KARAMAN, BERNADA					Status Issued	
42151	MIL20231201		IX	100	01/04/24		29.62	0.00	29.62
			*** Payment Total				29.62	0.00	29.62
Payment Number 1184980 Payment Date 01/09/24		Vendor 11692	LANGUAGE LINE SOLUTIONS					Status Issued	
11692	11181737		IX	100	01/05/24		152.60	0.00	152.60
			*** Payment Total				152.60	0.00	152.60
Payment Number 1184981 Payment Date 01/09/24		Vendor 10851	MENARDS - WEST CHICAGO					Status Issued	
10851	87837		IX	100	01/10/24		18.30	0.00	18.30
10851	88825		IX	100	01/28/24		119.88	0.00	119.88
			*** Payment Total				138.18	0.00	138.18
Payment Number 1184982 Payment Date 01/09/24		Vendor 41568	METROFUSER, LLC					Status Issued	
41568	562759		IX	100	01/19/24		141.41	0.00	141.41
			*** Payment Total				141.41	0.00	141.41
Payment Number 1184983 Payment Date 01/09/24		Vendor 12553	MONTINI, ANGELA CSR RPR					Status Issued	
12553	120723GJ		IX	100	01/20/24		729.00	0.00	729.00
			*** Payment Total				729.00	0.00	729.00
Payment Number 1184984 Payment Date 01/09/24		Vendor 10606	MYERS, LAUREL					Status Issued	
10606	010324		IX	100	01/05/24		270.00	0.00	270.00
			*** Payment Total				270.00	0.00	270.00
Payment Number 1184985 Payment Date 01/09/24		Vendor 10933	NATIONAL ASSOCIATION OF					Status Issued	
10933	202328244		IX	100	01/26/24		575.00	0.00	575.00

Payment Date Range 01/09/24 thru 01/09/24
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 1184985 Payment Date 01/09/24			Vendor 10933				NATIONAL ASSOCIATION OF	Status Issued	
			*** Payment Total				575.00	0.00	575.00
Payment Number 1184986 Payment Date 01/09/24			Vendor 10770				NATIONAL INSTITUTE OF	Status Issued	
10770	122223		IX	100	01/21/24		480.00	0.00	480.00
			*** Payment Total				480.00	0.00	480.00
Payment Number 1184987 Payment Date 01/09/24			Vendor 11337				NICKERSON & ASSOCIATES	Status Issued	
11337	21JD143JULY2023		IX	100	12/18/23		1,870.00	0.00	1,870.00
			*** Payment Total				1,870.00	0.00	1,870.00
Payment Number 1184988 Payment Date 01/09/24			Vendor 10057				NICOR GAS	Status Issued	
10057	18209900002 121223		IX	100	01/11/24		859.65	0.00	859.65
10057	55226900003 121223		IX	100	01/11/24		251.99	0.00	251.99
10057	55273210009 121223		IX	100	01/11/24		266.98	0.00	266.98
10057	71255010002 121223		IX	100	01/11/24		100.24	0.00	100.24
10057	75473210005 121223		IX	100	01/11/24		525.62	0.00	525.62
			*** Payment Total				2,004.48	0.00	2,004.48
Payment Number 1184989 Payment Date 01/09/24			Vendor 10212				NMS LABS	Status Issued	
10212	1224558		IX	100	12/26/23		9,395.00	0.00	9,395.00
			*** Payment Total				9,395.00	0.00	9,395.00
Payment Number 1184990 Payment Date 01/09/24			Vendor 10177				NORTH EAST MULTI REGIONAL	Status Issued	
10177	342590		IX	100	01/17/24		50.00	0.00	50.00
10177	343097		IX	100	01/02/24		200.00	0.00	200.00
			*** Payment Total				250.00	0.00	250.00
Payment Number 1184991 Payment Date 01/09/24			Vendor 29900				NOVAK, LYNN M	Status Issued	
29900	FEE ARB 010424		IX	100	02/03/24		50.00	0.00	50.00
			*** Payment Total				50.00	0.00	50.00
Payment Number 1184992 Payment Date 01/09/24			Vendor 39549				ODP BUSINESS SOLUTIONS, LLC	Status Issued	
39549	344631623001		IX	100	01/03/24		406.04	0.00	406.04
39549	346489322001		IX	100	01/28/24		91.65	0.00	91.65
39549	348056255001		IX	100	01/21/24		46.83	0.00	46.83
			*** Payment Total				544.52	0.00	544.52
Payment Number 1184993 Payment Date 01/09/24			Vendor 29508				OKUNSKAYA, TATIANA	Status Issued	
29508	2024 #2		IX	100	02/02/24		159.50	0.00	159.50
			*** Payment Total				159.50	0.00	159.50
Payment Number 1184994 Payment Date 01/09/24			Vendor 11831				PACE SUBURBAN BUS	Status Issued	
11831	629578		IX	100	01/04/24		88,234.02-	0.00	88,234.02-
11831	629594		IX	100	01/04/24		85,805.97	0.00	85,805.97
11831	629706		IX	100	01/04/24		81,869.39	0.00	81,869.39
			*** Payment Total				79,441.34	0.00	79,441.34
Payment Number 1184995 Payment Date 01/09/24			Vendor 10522				PCOLINSKI JR, JOHN J	Status Issued	

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Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1184995 Payment Date 01/09/24		Vendor 10522	PCOLINSKI JR, JOHN J					Status Issued	
10522	FEE ARB 010424		IX	100	02/03/24		50.00	0.00	50.00
			*** Payment Total				50.00	0.00	50.00
Payment Number 1184996 Payment Date 01/09/24		Vendor 32407	PHYSICIANS IMMEDIATE CARE					Status Issued	
32407	50391 121423		IX	100	01/13/24		244.00	0.00	244.00
			*** Payment Total				244.00	0.00	244.00
Payment Number 1184997 Payment Date 01/09/24		Vendor 10961	PRECISION DYNAMICS CORP					Status Issued	
10961	9354988045		IX	100	01/18/24		548.45	0.00	548.45
			*** Payment Total				548.45	0.00	548.45
Payment Number 1184998 Payment Date 01/09/24		Vendor 11715	ROGER C MARQUARDT & CO INC					Status Issued	
11715	4983		IX	100	02/03/24		7,500.00	0.00	7,500.00
11715	4985		IX	100	02/03/24		4,000.00	0.00	4,000.00
			*** Payment Total				11,500.00	0.00	11,500.00
Payment Number 1184999 Payment Date 01/09/24		Vendor 10034	ROYAL PIPE & SUPPLY CO.					Status Issued	
10034	S1585974.001		IX	100	11/19/23		528.00	0.00	528.00
10034	S1587537.001		IX	100	12/20/23		169.12	0.00	169.12
			*** Payment Total				697.12	0.00	697.12
Payment Number 1185000 Payment Date 01/09/24		Vendor 29356	RUBIO, FALGUNI					Status Issued	
29356	12123		IX	100	01/30/24		140.00	0.00	140.00
			*** Payment Total				140.00	0.00	140.00
Payment Number 1185001 Payment Date 01/09/24		Vendor 10540	SECRETARY OF STATE					Status Issued	
10540	954748 2024		IX	100	01/05/24		151.00	0.00	151.00
			*** Payment Total				151.00	0.00	151.00
Payment Number 1185002 Payment Date 01/09/24		Vendor 10540	SECRETARY OF STATE					Status Issued	
10540	BG94873 2024		IX	100	02/04/24		151.00	0.00	151.00
			*** Payment Total				151.00	0.00	151.00
Payment Number 1185003 Payment Date 01/09/24		Vendor 10540	SECRETARY OF STATE					Status Issued	
10540	BN96098 2024		IX	100	02/04/24		151.00	0.00	151.00
			*** Payment Total				151.00	0.00	151.00
Payment Number 1185004 Payment Date 01/09/24		Vendor 10540	SECRETARY OF STATE					Status Issued	
10540	ED58032 2024		IX	100	02/04/24		171.00	0.00	171.00
			*** Payment Total				171.00	0.00	171.00
Payment Number 1185005 Payment Date 01/09/24		Vendor 10540	SECRETARY OF STATE					Status Issued	
10540	ED58119 2024		IX	100	02/04/24		151.00	0.00	151.00
			*** Payment Total				151.00	0.00	151.00
Payment Number 1185006 Payment Date 01/09/24		Vendor 26479	SHERIFF ADMINISTRATIVE ACCOUNT					Status Issued	
26479	CK10089		IX	100	01/26/24		12.18	0.00	12.18

Payment Date Range 01/09/24 thru 01/09/24
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 1185006 Payment Date 01/09/24		Vendor 26479	SHERIFF ADMINISTRATIVE ACCOUNT					Status Issued	
		*** Payment Total					12.18	0.00	12.18
Payment Number 1185007 Payment Date 01/09/24		Vendor 30382	T-MOBILE USA, INC.					Status Issued	
30382 9555065597		IX	100		01/04/24		25.00	0.00	25.00
		*** Payment Total					25.00	0.00	25.00
Payment Number 1185008 Payment Date 01/09/24		Vendor 43309	TANK HOLDING CORP.					Status Issued	
43309 0000461667		IX	100		12/17/23		1,944.00	0.00	1,944.00
		*** Payment Total					1,944.00	0.00	1,944.00
Payment Number 1185009 Payment Date 01/09/24		Vendor 29851	TECHNOLOGY MANAGEMENT REV FUND					Status Issued	
29851 T2410229		IX	100		12/20/23		761.05	0.00	761.05
		*** Payment Total					761.05	0.00	761.05
Payment Number 1185010 Payment Date 01/09/24		Vendor 12123	TELCOM INNOVATIONS GROUP LLC					Status Issued	
12123 A60479Q		IX	100		12/30/23		22,856.00	0.00	22,856.00
		*** Payment Total					22,856.00	0.00	22,856.00
Payment Number 1185011 Payment Date 01/09/24		Vendor 37436	THOMPSON ELECTRONICS COMPANY					Status Issued	
37436 113679		IX	100		12/16/23		665.00	0.00	665.00
37436 113937		IX	100		12/30/23		280.00	0.00	280.00
		*** Payment Total					945.00	0.00	945.00
Payment Number 1185012 Payment Date 01/09/24		Vendor 11169	THOMSON REUTERS-WEST					Status Issued	
11169 849500924		IX	100		01/31/24		2,115.38	0.00	2,115.38
		*** Payment Total					2,115.38	0.00	2,115.38
Payment Number 1185013 Payment Date 01/09/24		Vendor 13861	TRANSUNION RISK AND					Status Issued	
13861 179557-202312-1		IX	100		01/31/24		723.00	0.00	723.00
		*** Payment Total					723.00	0.00	723.00
Payment Number 1185014 Payment Date 01/09/24		Vendor 11772	ULINE					Status Issued	
11772 172041040		IX	100		01/11/24		3,503.67	0.00	3,503.67
11772 172147574		IX	100		01/13/24		5,327.49	0.00	5,327.49
11772 172241623		IX	100		01/17/24		133.87	0.00	133.87
11772 172351313		IX	100		01/18/24		2,294.13	0.00	2,294.13
11772 172461009		IX	100		01/21/24		84.00	0.00	84.00
		*** Payment Total					11,343.16	0.00	11,343.16
Payment Number 1185015 Payment Date 01/09/24		Vendor 10068	WAREHOUSE DIRECT, INC.					Status Issued	
10068 5629519-0		IX	100		01/28/24		6,934.80	0.00	6,934.80
		*** Payment Total					6,934.80	0.00	6,934.80
Payment Number 1185016 Payment Date 01/09/24		Vendor 41506	WETT CAR WASH, LLC					Status Issued	
41506 235		IX	100		01/31/24		639.60	0.00	639.60
		*** Payment Total					639.60	0.00	639.60
Payment Number 1185017 Payment Date 01/09/24		Vendor 11985	WHEATON LAUNDRY & CLEANERS					Status Issued	

Payment Date Range 01/09/24 thru 01/09/24
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 1185017 Payment Date 01/09/24			Vendor 11985				WHEATON LAUNDRY & CLEANERS	Status Issued	
11985	5002		IX	100	01/02/24		40.50	0.00	40.50
11985	5020		IX	100	01/06/24		20.25	0.00	20.25
11985	5030		IX	100	01/13/24		67.50	0.00	67.50
11985	5044		IX	100	01/20/24		54.00	0.00	54.00
		*** Payment Total					182.25	0.00	182.25
Payment Number 1185018 Payment Date 01/09/24			Vendor 10037				WHEATON SANITARY DISTRICT	Status Issued	
10037	036675-000 122223		IX	100	01/21/24		29,553.90	0.00	29,553.90
		*** Payment Total					29,553.90	0.00	29,553.90
		*** Payment Code CHK Total					218,658.31	0.00	218,658.31
		Payment Count					68		
		*** Cash Code 1414 Total					320,553.00	0.00	320,553.00
		Payment Count					78		
		*** Pay Group 1000 USD Total					320,553.00	0.00	320,553.00
		Payment Count					78		

AP255 Date: 01/09/24 JOB SUBMISSION PARAMETERS
Time: 13:19

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

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

Payment Date: 010924 - 010924
Payment Numbers: -
Payment Code:

Bank Account Payment History

Payment Date Range 01/09/24 thru 01/09/24
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 530595 Payment Date 01/09/24			Vendor 38097				ACCUSHIELD, LLC	Status Issued	
38097	INV484585		IX	105	01/31/24		1,909.20	0.00	1,909.20
			*** Payment Total				1,909.20	0.00	1,909.20
Payment Number 530596 Payment Date 01/09/24			Vendor 26753				AMAZON CAPITAL SERVICES	Status Issued	
26753	1KDF-WL9T-1G3M		IX	170	01/20/24		30.88	0.00	30.88
26753	1L4K-LDLY-KMF1		IX	130	11/06/23		95.49	0.00	95.49
			*** Payment Total				126.37	0.00	126.37
Payment Number 530597 Payment Date 01/09/24			Vendor 11452				EARTHWERKS LAND IMPROVEMENT &	Status Issued	
11452	3-LUFKIN POND		IX	105	01/14/24		30,803.02	0.00	30,803.02
			*** Payment Total				30,803.02	0.00	30,803.02
Payment Number 530598 Payment Date 01/09/24			Vendor 21914				RWE MANAGEMENT COMPANY	Status Issued	
21914	21.037-D7		IX	105	11/30/23		15,667.13	0.00	15,667.13
			*** Payment Total				15,667.13	0.00	15,667.13
Payment Number 530599 Payment Date 01/09/24			Vendor 10802				V3 COMPANIES, LTD	Status Issued	
10802	1123537-04		IX	105	01/05/24		88.68	0.00	88.68
			*** Payment Total				88.68	0.00	88.68
Payment Number 530600 Payment Date 01/09/24			Vendor 26311				WIGHT CONSTRUCTION SERVICES	Status Issued	
26311	220043-29		IX	105	11/30/23		332,819.44	0.00	332,819.44
			*** Payment Total				332,819.44	0.00	332,819.44
		*** Payment Code ACH Total					381,413.84	0.00	381,413.84
		Payment Count					6		

Payment Date Range 01/09/24 thru 01/09/24
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 1185019 Payment Date 01/09/24		Vendor 12104	ALLIANT INSURANCE SERVICES,					Status Issued	
12104	2495152		IX	102	12/30/23		150,961.00	0.00	150,961.00
			*** Payment Total				150,961.00	0.00	150,961.00
Payment Number 1185020 Payment Date 01/09/24		Vendor 39542	APTIM ENVIRONMENTAL &					Status Issued	
39542	614012		IX	170	12/31/23		13,968.90	0.00	13,968.90
			*** Payment Total				13,968.90	0.00	13,968.90
Payment Number 1185021 Payment Date 01/09/24		Vendor 19706	DPC REGIONAL OFFICE OF EDUCATN					Status Issued	
19706	79803580		IX	105	12/30/23		6,003.06	0.00	6,003.06
19706	79803583		IX	105	12/30/23		37,351.30	0.00	37,351.30
			*** Payment Total				43,354.36	0.00	43,354.36
Payment Number 1185022 Payment Date 01/09/24		Vendor 19161	DUPAGE COUNTY HEALTH					Status Issued	
19161	103_COVID-FY2023		IX	105	01/19/24		139,769.28	0.00	139,769.28
			*** Payment Total				139,769.28	0.00	139,769.28
Payment Number 1185023 Payment Date 01/09/24		Vendor 41910	G&I ROOFING, INC					Status Issued	
41910	RES-RRR-23-003547		IX	170	01/02/24		100.00	0.00	100.00
			*** Payment Total				100.00	0.00	100.00
Payment Number 1185024 Payment Date 01/09/24		Vendor 16551	G-CAT CONSTRUCTION CO					Status Issued	
16551	RES-ACC-23-002448		IX	170	02/01/24		100.00	0.00	100.00
			*** Payment Total				100.00	0.00	100.00
Payment Number 1185025 Payment Date 01/09/24		Vendor 41534	GARCIA, SHARON					Status Issued	
41534	RES-ACC-23-001905		IX	170	01/02/24		100.00	0.00	100.00
			*** Payment Total				100.00	0.00	100.00
Payment Number 1185026 Payment Date 01/09/24		Vendor 16355	GILKEY WINDOW CO					Status Issued	
16355	RES-RRR-23-001171		IX	170	02/01/24		100.00	0.00	100.00
			*** Payment Total				100.00	0.00	100.00
Payment Number 1185027 Payment Date 01/09/24		Vendor 42268	GND CONSTRUCTION					Status Issued	
42268	RES-RRR-23-002591		IX	170	01/02/24		100.00	0.00	100.00
42268	RES-RRR-23-002808		IX	170	01/02/24		100.00	0.00	100.00
			*** Payment Total				200.00	0.00	200.00
Payment Number 1185028 Payment Date 01/09/24		Vendor 29312	GO PERMITS LLC					Status Issued	
29312	RES-RRR-23-001680		IX	170	02/01/24		100.00	0.00	100.00
29312	RES-RRR-23-002261		IX	170	02/01/24		100.00	0.00	100.00
29312	RES-RRR-23-002637		IX	170	02/01/24		100.00	0.00	100.00
29312	RES-RRR-23-002756		IX	170	02/01/24		100.00	0.00	100.00
29312	RES-RRR-23-002825		IX	170	02/01/24		100.00	0.00	100.00
			*** Payment Total				500.00	0.00	500.00
Payment Number 1185029 Payment Date 01/09/24		Vendor 14899	HAYNES ELECTRIC INC					Status Issued	
14899	RES-ALT-23-003221		IX	170	02/01/24		100.00	0.00	100.00

Payment Date Range 01/09/24 thru 01/09/24
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 1185029 Payment Date 01/09/24			Vendor 14899				HAYNES ELECTRIC INC	Status Issued	
			*** Payment Total				100.00	0.00	100.00
Payment Number 1185030 Payment Date 01/09/24			Vendor 41091				KRUEGER, KURT ERVIN	Status Issued	
41091	RES-ACC-23-001266			IX	170	01/02/24	100.00	0.00	100.00
			*** Payment Total				100.00	0.00	100.00
Payment Number 1185031 Payment Date 01/09/24			Vendor 41536				KUSPER, SARAH	Status Issued	
41536	RES-ACC-23-002723			IX	170	01/02/24	100.00	0.00	100.00
			*** Payment Total				100.00	0.00	100.00
Payment Number 1185032 Payment Date 01/09/24			Vendor 15982				LAKE POINT ROOFING	Status Issued	
15982	RES-RRR-23-003222			IX	170	02/01/24	100.00	0.00	100.00
			*** Payment Total				100.00	0.00	100.00
Payment Number 1185033 Payment Date 01/09/24			Vendor 42634				OPTIMA, INC	Status Issued	
42634	87230-1			IX	105	12/27/23	1,261.90	0.00	1,261.90
			*** Payment Total				1,261.90	0.00	1,261.90
Payment Number 1185034 Payment Date 01/09/24			Vendor 36255				O'HAGAN MEYER LLC	Status Issued	
36255	516905			IX	102	08/26/23	61.50	0.00	61.50
			*** Payment Total				61.50	0.00	61.50
Payment Number 1185035 Payment Date 01/09/24			Vendor 39549				ODP BUSINESS SOLUTIONS, LLC	Status Issued	
39549	344262810001			IX	170	01/06/24	27.93	0.00	27.93
39549	344659425001			IX	170	01/13/24	74.97	0.00	74.97
39549	344659828001			IX	170	01/14/24	11.96	0.00	11.96
			*** Payment Total				114.86	0.00	114.86
Payment Number 1185036 Payment Date 01/09/24			Vendor 11173				VERITEXT	Status Issued	
11173	7072119			IX	170	01/25/24	262.50	0.00	262.50
11173	7072124			IX	170	01/25/24	348.50	0.00	348.50
			*** Payment Total				611.00	0.00	611.00
			*** Payment Code CHK Total				351,602.80	0.00	351,602.80
			Payment Count				18		
			*** Cash Code 1414 Total				733,016.64	0.00	733,016.64
			Payment Count				24		
			*** Pay Group 1100 USD Total				733,016.64	0.00	733,016.64
			Payment Count				24		

AP255 Date: 01/09/24 JOB SUBMISSION PARAMETERS
Time: 13:20

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

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

Payment Date: 010924 - 010924
Payment Numbers: -
Payment Code:

Bank Account Payment History

Payment Date Range 01/09/24 thru 01/09/24
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 530601 Payment Date 01/09/24			Vendor 10667		CDW GOVERNMENT INC			Status Issued	
10667	NM48030		IX	100	01/07/24		9,182.20	0.00	9,182.20
10667	NM48210		IX	100	01/07/24		1,499.34	0.00	1,499.34
			*** Payment Total				10,681.54	0.00	10,681.54
			*** Payment Code ACH Total				10,681.54	0.00	10,681.54
			Payment Count				1		

Payment Date Range 01/09/24 thru 01/09/24
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 1185037 Payment Date 01/09/24		Vendor 10674	AIRGAS USA					Status Issued	
10674	9145324471		IX	100	01/21/24		254.80	0.00	254.80
10674	9145354861		IX	100	01/25/24		127.40	0.00	127.40
10674	9145427682		IX	100	01/27/24		127.40	0.00	127.40
10674	9145486546		IX	100	01/30/24		575.00	0.00	575.00
10674	9145486547		IX	100	01/30/24		1,250.00	0.00	1,250.00
10674	9145523389		IX	100	02/01/24		127.40	0.00	127.40
		*** Payment Total					2,462.00	0.00	2,462.00
Payment Number 1185038 Payment Date 01/09/24		Vendor 10056	ALCO SALES & SERVICE CO.					Status Issued	
10056	2934784-IN		IX	100	01/17/24		49.54	0.00	49.54
		*** Payment Total					49.54	0.00	49.54
Payment Number 1185039 Payment Date 01/09/24		Vendor 38093	ALPHA BAKING COMPANY					Status Issued	
38093	230010352009		IX	100	01/17/24		409.66	0.00	409.66
38093	230010355011		IX	100	01/20/24		105.52	0.00	105.52
38093	230010357009		IX	100	01/22/24		571.21	0.00	571.21
38093	230010360012		IX	100	01/25/24		315.89	0.00	315.89
38093	230010362013		IX	100	01/27/24		121.30	0.00	121.30
38093	240010002012		IX	100	02/01/24		221.40	0.00	221.40
		*** Payment Total					1,744.98	0.00	1,744.98
Payment Number 1185040 Payment Date 01/09/24		Vendor 10682	AMERISOURCEBERGEN DRUG CORP					Status Issued	
10682	3158272485		IX	100	01/19/24		100.00	0.00	100.00
10682	3158876843		IX	100	01/25/24		39.66	0.00	39.66
10682	3160009575		IX	100	02/04/24		6,500.87	0.00	6,500.87
		*** Payment Total					6,640.53	0.00	6,640.53
Payment Number 1185041 Payment Date 01/09/24		Vendor 24540	ARXIUM INC					Status Issued	
24540	40012866		IX	100	01/19/24		799.98	0.00	799.98
		*** Payment Total					799.98	0.00	799.98
Payment Number 1185042 Payment Date 01/09/24		Vendor 32620	CHEM-WISE ECOLOGICAL PEST					Status Issued	
32620	1215938		IX	100	01/03/24		85.00	0.00	85.00
		*** Payment Total					85.00	0.00	85.00
Payment Number 1185043 Payment Date 01/09/24		Vendor 12037	CLIA LABORATORY PROGRAM					Status Issued	
12037	14D0945909 111423		IX	100	12/14/23		180.00	0.00	180.00
		*** Payment Total					180.00	0.00	180.00
Payment Number 1185044 Payment Date 01/09/24		Vendor 10335	ECOLAB INC					Status Issued	
10335	6342712765		IX	100	01/23/24		415.00	0.00	415.00
		*** Payment Total					415.00	0.00	415.00
Payment Number 1185045 Payment Date 01/09/24		Vendor 11196	FEDEX					Status Issued	
11196	8-360-80242		IX	100	01/26/24		6.48	0.00	6.48
		*** Payment Total					6.48	0.00	6.48
Payment Number 1185046 Payment Date 01/09/24		Vendor 20685	LAKESHORE DAIRY INC					Status Issued	

Payment Date Range 01/09/24 thru 01/09/24
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 1185046 Payment Date 01/09/24		Vendor 20685	LAKESHORE DAIRY INC					Status Issued	
20685	00855755		IX	100	01/17/24		423.26	0.00	423.26
20685	00856035		IX	100	01/19/24		355.06	0.00	355.06
20685	00856357		IX	100	01/21/24		652.72	0.00	652.72
		*** Payment Total					1,431.04	0.00	1,431.04
Payment Number 1185047 Payment Date 01/09/24		Vendor 26576	LINDE GAS & EQUIPMENT INC.					Status Issued	
26576	40157224		IX	100	01/21/24		835.68	0.00	835.68
		*** Payment Total					835.68	0.00	835.68
Payment Number 1185048 Payment Date 01/09/24		Vendor 37413	MEALSUITE, INC. & SUBS					Status Issued	
37413	SIN019122		IX	100	02/01/24		99.00	0.00	99.00
		*** Payment Total					99.00	0.00	99.00
Payment Number 1185049 Payment Date 01/09/24		Vendor 42821	NOLAN, CRISTINA P.					Status Issued	
42821	EXP20231115		IX	100	01/03/24		50.00	0.00	50.00
		*** Payment Total					50.00	0.00	50.00
Payment Number 1185050 Payment Date 01/09/24		Vendor 39549	ODP BUSINESS SOLUTIONS, LLC					Status Issued	
39549	340457624001		IX	100	12/07/23		95.71	0.00	95.71
39549	340514783001		IX	100	12/07/23		297.62	0.00	297.62
39549	342806703001		IX	100	01/14/24		42.46	0.00	42.46
39549	343954964001		IX	100	01/06/24		15.99	0.00	15.99
39549	343958619001		IX	100	01/07/24		10.64	0.00	10.64
		*** Payment Total					462.42	0.00	462.42
Payment Number 1185051 Payment Date 01/09/24		Vendor 28804	PRESCRIPTION SUPPLY INC					Status Issued	
28804	3486510		IX	100	01/19/24		239.88	0.00	239.88
28804	3486511		IX	100	01/19/24		71.59	0.00	71.59
28804	3487892		IX	100	01/21/24		169.96	0.00	169.96
28804	3487915		IX	100	01/21/24		170.69	0.00	170.69
28804	3487916		IX	100	01/21/24		79.99	0.00	79.99
28804	3487917		IX	100	01/21/24		13.58	0.00	13.58
		*** Payment Total					745.69	0.00	745.69
Payment Number 1185052 Payment Date 01/09/24		Vendor 11409	PROFESSIONAL MEDICAL INC					Status Issued	
11409	2356358		IX	100	12/22/23		684.40	0.00	684.40
		*** Payment Total					684.40	0.00	684.40
Payment Number 1185053 Payment Date 01/09/24		Vendor 10750	STERICYCLE INC					Status Issued	
10750	8005752313		IX	100	01/30/24		137.28	0.00	137.28
10750	8005838819		IX	100	01/30/24		66.56	0.00	66.56
		*** Payment Total					203.84	0.00	203.84
Payment Number 1185054 Payment Date 01/09/24		Vendor 10555	SYSCO FOOD SERVICES-CHICAGO					Status Issued	
10555	624964141		IX	100	01/13/24		47.84	0.00	47.84
10555	624964143		IX	100	01/13/24		120.35	0.00	120.35
10555	624964144		IX	100	01/13/24		553.34	0.00	553.34
10555	624981465		IX	100	01/20/24		68.17	0.00	68.17

Payment Date Range 01/09/24 thru 01/09/24
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 1185054 Payment Date 01/09/24			Vendor 10555				SYSCO FOOD SERVICES-CHICAGO	Status Issued	
10555	624981468		IX	100	01/20/24		235.40	0.00	235.40
10555	624981470		IX	100	01/20/24		199.35	0.00	199.35
10555	624981473		IX	100	01/20/24		890.76	0.00	890.76
10555	624981474		IX	100	01/20/24		137.88	0.00	137.88
10555	624981475		IX	100	01/20/24		1,186.25	0.00	1,186.25
10555	624981476		IX	100	01/20/24		58.95	0.00	58.95
10555	624984584		IX	100	01/21/24		83.38	0.00	83.38
10555	624991123		IX	100	01/25/24		68.17	0.00	68.17
10555	624991125		IX	100	01/25/24		196.88	0.00	196.88
10555	624991126		IX	100	01/25/24		401.75	0.00	401.75
10555	624995261		IX	100	01/27/24		4,537.06	0.00	4,537.06
10555	624995263		IX	100	01/27/24		2,788.84	0.00	2,788.84
10555	724002781		IX	100	01/31/24		2,869.70	0.00	2,869.70
10555	724002784		IX	100	01/31/24		3,343.91	0.00	3,343.91
			*** Payment Total				17,787.98	0.00	17,787.98
Payment Number 1185055 Payment Date 01/09/24			Vendor 36338				VALDES, LLC	Status Issued	
36338	72879 -999		IX	100	08/04/23		1,024.10-	0.00	1,024.10-
36338	72879 999A			100	08/04/23		1,024.10	0.00	1,024.10
36338	78637		IX	100	12/27/23		532.35	0.00	532.35
			*** Payment Total				532.35	0.00	532.35
		*** Payment Code CHK Total					35,215.91	0.00	35,215.91
		Payment Count					19		
		*** Cash Code 1414 Total					45,897.45	0.00	45,897.45
		Payment Count					20		
		*** Pay Group 1200 USD Total					45,897.45	0.00	45,897.45
		Payment Count					20		

AP255 Date: 01/09/24 JOB SUBMISSION PARAMETERS
Time: 13:20

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

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

Payment Date: 010924 - 010924
Payment Numbers: -
Payment Code:

AP255 Date 01/09/24 Pay Group 1400 JUDICIAL PAY GROUP USD Page 1
Time 13:20 Bank Account Payment History

Payment Date Range 01/09/24 thru 01/09/24
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 530602 Payment Date 01/09/24 Vendor 12232 LOGICALIS Status Issued									
12232 S155092		IX	101		01/30/24		5,415.73	0.00	5,415.73
			*** Payment Total				5,415.73	0.00	5,415.73
			*** Payment Code ACH Total				5,415.73	0.00	5,415.73
			Payment Count				1		

Payment Date Range 01/09/24 thru 01/09/24
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 1185056 Payment Date 01/09/24		Vendor 10009	AT&T MOBILITY					Status Issued	
10009	287306099963X12082023		IX	130	12/28/23		5,440.93	0.00	5,440.93
			*** Payment Total				5,440.93	0.00	5,440.93
Payment Number 1185057 Payment Date 01/09/24		Vendor 10382	IPCSA					Status Issued	
10382	1225		IX	130	01/05/24		4,500.00	0.00	4,500.00
			*** Payment Total				4,500.00	0.00	4,500.00
Payment Number 1185058 Payment Date 01/09/24		Vendor 37549	SCHOENBACH, KRISTIN					Status Issued	
37549	REIM.TRNG.120723.KS		IX	130	01/05/24		200.00	0.00	200.00
			*** Payment Total				200.00	0.00	200.00
Payment Number 1185059 Payment Date 01/09/24		Vendor 32774	TRITECH SOFTWARE SYSTEMS					Status Issued	
32774	400544		IX	103	02/02/24		32,812.50	0.00	32,812.50
			*** Payment Total				32,812.50	0.00	32,812.50
		*** Payment Code CHK Total					42,953.43	0.00	42,953.43
		Payment Count					4		
		*** Cash Code 1414 Total					48,369.16	0.00	48,369.16
		Payment Count					5		
		*** Pay Group 1400 USD Total					48,369.16	0.00	48,369.16
		Payment Count					5		

AP255 Date: 01/09/24 JOB SUBMISSION PARAMETERS
Time: 13:20

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

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

Payment Date: 010924 - 010924
Payment Numbers: -
Payment Code:

Bank Account Payment History

Payment Date Range 01/09/24 thru 01/09/24
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 530603 Payment Date 01/09/24			Vendor 26753				AMAZON CAPITAL SERVICES	Status Issued	
26753	11D3-Y9RF-CXX3		IX	100	01/04/24		164.52	0.00	164.52
26753	11KK-LMM4-PCQG		IX	100	01/25/24		79.34	0.00	79.34
26753	1743-PJ1C-NVGP		IX	100	01/25/24		79.18	0.00	79.18
26753	1C1X-VK1C-9TMY		IX	100	01/14/24		22.97	0.00	22.97
26753	1CXG-KPTH-MJ4X		IX	100	01/12/24		28.78	0.00	28.78
26753	1D7G-PK4J-GNTK		IX	100	01/11/24		226.07	0.00	226.07
26753	1DQW-XL1P-N7V6		IX	100	01/12/24		89.79	0.00	89.79
26753	1FJX-CW6T-TMRP		IX	100	01/25/24		22.50	0.00	22.50
26753	1GDF-GNG3-1VGY		IX	100	01/06/24		36.29	0.00	36.29
26753	1GJP-6PTJ-KFPD		IX	100	01/04/24		75.25	0.00	75.25
26753	1GJP-6PTJ-V9VH		IX	100	01/05/24		45.45	0.00	45.45
26753	1HRQ-G3VF-DYVC		IX	100	01/04/24		111.07	0.00	111.07
26753	1JDJ-MW3P-LTPG		IX	100	01/12/24		125.98	0.00	125.98
26753	1L9K-RGTF-3G19		IX	100	01/20/24		121.82	0.00	121.82
26753	1QF9-NXL3-QD9W		IX	100	01/05/24		106.47	0.00	106.47
26753	1XNV-TF7K-N9NG		IX	100	01/12/24		41.34	0.00	41.34
26753	1XNW-CYYP-XDD4		IX	100	01/06/24		33.40	0.00	33.40
			*** Payment Total				1,410.22	0.00	1,410.22
			*** Payment Code ACH Total				1,410.22	0.00	1,410.22
			Payment Count				1		

Payment Date Range 01/09/24 thru 01/09/24
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 1185060 Payment Date 01/09/24		Vendor 12241	A & P GREASE TRAPPERS INC				Status Issued		
12241	232550		IX	100	12/14/23		250.00	0.00	250.00
			*** Payment Total				250.00	0.00	250.00
Payment Number 1185061 Payment Date 01/09/24		Vendor 11482	ADVANTAGE TRAILERS & HITCHES				Status Issued		
11482	96267		IX	100	01/17/24		148.58	0.00	148.58
			*** Payment Total				148.58	0.00	148.58
Payment Number 1185062 Payment Date 01/09/24		Vendor 11260	AUTO TECH CENTERS INC.				Status Issued		
11260	INV084184		IX	100	01/14/24		8,820.92	0.00	8,820.92
			*** Payment Total				8,820.92	0.00	8,820.92
Payment Number 1185063 Payment Date 01/09/24		Vendor 10023	COM ED				Status Issued		
10023	0403119237 122823		IX	100	01/27/24		102.86	0.00	102.86
			*** Payment Total				102.86	0.00	102.86
Payment Number 1185064 Payment Date 01/09/24		Vendor 10023	COM ED				Status Issued		
10023	0470793009 122223		IX	100	01/21/24		39.04	0.00	39.04
			*** Payment Total				39.04	0.00	39.04
Payment Number 1185065 Payment Date 01/09/24		Vendor 10023	COM ED				Status Issued		
10023	0470794006 122123		IX	100	01/20/24		45.91	0.00	45.91
			*** Payment Total				45.91	0.00	45.91
Payment Number 1185066 Payment Date 01/09/24		Vendor 10023	COM ED				Status Issued		
10023	0798148026 122223		IX	100	01/21/24		41.54	0.00	41.54
			*** Payment Total				41.54	0.00	41.54
Payment Number 1185067 Payment Date 01/09/24		Vendor 10023	COM ED				Status Issued		
10023	1303059208 122723		IX	100	01/26/24		189.71	0.00	189.71
			*** Payment Total				189.71	0.00	189.71
Payment Number 1185068 Payment Date 01/09/24		Vendor 10023	COM ED				Status Issued		
10023	4263028024 122923		IX	100	01/28/24		77.34	0.00	77.34
			*** Payment Total				77.34	0.00	77.34
Payment Number 1185069 Payment Date 01/09/24		Vendor 10023	COM ED				Status Issued		
10023	5652011094 122723		IX	100	01/26/24		89.06	0.00	89.06
			*** Payment Total				89.06	0.00	89.06
Payment Number 1185070 Payment Date 01/09/24		Vendor 10023	COM ED				Status Issued		
10023	6178051071 122123		IX	100	01/20/24		69.44	0.00	69.44
			*** Payment Total				69.44	0.00	69.44
Payment Number 1185071 Payment Date 01/09/24		Vendor 10023	COM ED				Status Issued		
10023	7177056019 010224		IX	100	02/01/24		55.25	0.00	55.25
			*** Payment Total				55.25	0.00	55.25
Payment Number 1185072 Payment Date 01/09/24		Vendor 11506	COMMERCIAL TIRE SERVICE INC				Status Issued		

Payment Date Range 01/09/24 thru 01/09/24
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 1185072 Payment Date 01/09/24		Vendor 11506	COMMERCIAL TIRE SERVICE INC					Status Issued	
11506	2220084936		IX	100	01/19/24		1,567.50	0.00	1,567.50
			*** Payment Total				1,567.50	0.00	1,567.50
Payment Number 1185073 Payment Date 01/09/24		Vendor 20877	COMPASS MINERALS AMERICA					Status Issued	
20877	1263187		IX	100	01/07/24		56,040.20	0.00	56,040.20
20877	1263932		IX	100	01/10/24		22,317.57	0.00	22,317.57
			*** Payment Total				78,357.77	0.00	78,357.77
Payment Number 1185074 Payment Date 01/09/24		Vendor 27603	CORE & MAIN LP					Status Issued	
27603	U055951		IX	100	01/06/24		80.37	0.00	80.37
			*** Payment Total				80.37	0.00	80.37
Payment Number 1185075 Payment Date 01/09/24		Vendor 12055	HERITAGE-CRYSTAL CLEAN LLC					Status Issued	
12055	18398877		IX	100	01/12/24		1,540.16	0.00	1,540.16
			*** Payment Total				1,540.16	0.00	1,540.16
Payment Number 1185076 Payment Date 01/09/24		Vendor 24920	JX ENTERPRISES, INC					Status Issued	
24920	25267583P		IX	100	10/12/23		10.06	0.00	10.06
			*** Payment Total				10.06	0.00	10.06
Payment Number 1185077 Payment Date 01/09/24		Vendor 10851	MENARDS - WEST CHICAGO					Status Issued	
10851	87534		IX	100	01/05/24		39.99	0.00	39.99
10851	87891		IX	100	01/11/24		38.98	0.00	38.98
			*** Payment Total				78.97	0.00	78.97
Payment Number 1185078 Payment Date 01/09/24		Vendor 10055	MURPHY ACE HARDWARE					Status Issued	
10055	947585		IX	100	01/06/24		129.24	0.00	129.24
10055	947829		IX	100	01/20/24		53.32	0.00	53.32
			*** Payment Total				182.56	0.00	182.56
Payment Number 1185079 Payment Date 01/09/24		Vendor 10803	NAPCO STEEL INC.					Status Issued	
10803	470721		IX	100	01/19/24		1,273.45	0.00	1,273.45
			*** Payment Total				1,273.45	0.00	1,273.45
Payment Number 1185080 Payment Date 01/09/24		Vendor 10034	ROYAL PIPE & SUPPLY CO.					Status Issued	
10034	S1587244.001		IX	100	11/26/23		644.76	0.00	644.76
			*** Payment Total				644.76	0.00	644.76
Payment Number 1185081 Payment Date 01/09/24		Vendor 13652	SISLER'S ICE INC					Status Issued	
13652	110000385		IX	100	01/18/24		74.75	0.00	74.75
13652	207003981		IX	100	01/03/24		133.65	0.00	133.65
			*** Payment Total				208.40	0.00	208.40
Payment Number 1185082 Payment Date 01/09/24		Vendor 10849	STANDARD EQUIPMENT COMPANY					Status Issued	
10849	P47215		IX	100	01/10/24		192.35	0.00	192.35
			*** Payment Total				192.35	0.00	192.35
Payment Number 1185083 Payment Date 01/09/24		Vendor 10878	VERMEER-ILLINOIS INC					Status Issued	

Payment Date Range 01/09/24 thru 01/09/24
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 1185083 Payment Date 01/09/24			Vendor 10878				VERMEER-ILLINOIS INC		Status Issued
10878	PL2647		IX	100	01/07/24		3,449.58	0.00	3,449.58
			*** Payment Total				3,449.58	0.00	3,449.58
Payment Number 1185084 Payment Date 01/09/24			Vendor 10037				WHEATON SANITARY DISTRICT		Status Issued
10037	036759-000 122223		IX	100	01/21/24		67.13	0.00	67.13
10037	036917-000 122223		IX	100	01/21/24		134.79	0.00	134.79
			*** Payment Total				201.92	0.00	201.92
		*** Payment Code CHK Total					97,717.50	0.00	97,717.50
		Payment Count					25		
		*** Cash Code 1414 Total					99,127.72	0.00	99,127.72
		Payment Count					26		
		*** Pay Group 1500 USD Total					99,127.72	0.00	99,127.72
		Payment Count					26		

AP255 Date: 01/09/24 JOB SUBMISSION PARAMETERS
Time: 13:21

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

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

Payment Date: 010924 - 010924
Payment Numbers: -
Payment Code:

Bank Account Payment History

Payment Date Range 01/09/24 thru 01/09/24
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 1185085 Payment Date 01/09/24			Vendor 10008		AT&T			Status Issued	
10008	630295858612 2023		IX	100	01/03/24		55.16	0.00	55.16
10008	630668216112 2023		IX	100	01/09/24		80.27	0.00	80.27
10008	630963477312 2023		IX	100	01/18/24		53.14	0.00	53.14
10008	630963875112 2023		IX	100	01/18/24		89.28	0.00	89.28
10008	630963875212 2023		IX	100	01/18/24		97.83	0.00	97.83
10008	630963875412 2023		IX	100	01/18/24		78.14	0.00	78.14
10008	630964095312 2023		IX	100	01/06/24		51.65	0.00	51.65
			*** Payment Total				505.47	0.00	505.47
Payment Number 1185086 Payment Date 01/09/24			Vendor 10737		KANE-DUPAGE SOIL AND WATER			Status Issued	
10737	FY23-143		IX	100	02/02/24		385.00	0.00	385.00
			*** Payment Total				385.00	0.00	385.00
Payment Number 1185087 Payment Date 01/09/24			Vendor 10851		MENARDS - GLENDALE HEIGHTS			Status Issued	
10851	25575		IX	100	01/10/24		57.98	0.00	57.98
10851	25651		IX	100	01/11/24		41.44	0.00	41.44
			*** Payment Total				99.42	0.00	99.42
Payment Number 1185088 Payment Date 01/09/24			Vendor 39549		ODP BUSINESS SOLUTIONS, LLC			Status Issued	
39549	345873506001		IX	100	01/10/24		44.97	0.00	44.97
			*** Payment Total				44.97	0.00	44.97
Payment Number 1185089 Payment Date 01/09/24			Vendor 10369		PADDOCK PUBLICATIONS INC			Status Issued	
10369	271320		IX	100	12/18/23		108.10	0.00	108.10
			*** Payment Total				108.10	0.00	108.10
Payment Number 1185090 Payment Date 01/09/24			Vendor 10638		THE CONSERVATION FOUNDATION			Status Issued	
10638	13227		IX	100	01/14/24		4,140.00	0.00	4,140.00
			*** Payment Total				4,140.00	0.00	4,140.00
		*** Payment Code CHK Total					5,282.96	0.00	5,282.96
		Payment Count					6		
		*** Cash Code 1414 Total					5,282.96	0.00	5,282.96
		Payment Count					6		
		*** Pay Group 1600 USD Total					5,282.96	0.00	5,282.96
		Payment Count					6		

AP255 Date: 01/09/24 JOB SUBMISSION PARAMETERS
Time: 13:21

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

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

Payment Date: 010924 - 010924
Payment Numbers: -
Payment Code:

Bank Account Payment History

Payment Date Range 01/09/24 thru 01/09/24
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 530604 Payment Date 01/09/24		Vendor 10667			CDW GOVERNMENT INC			Status Issued	
10667	MW24778		IX	100	12/02/23		1,656.15	0.00	1,656.15
		*** Payment Total					1,656.15	0.00	1,656.15
Payment Number 530605 Payment Date 01/09/24		Vendor 11424			DUPAGE WATER COMMISSION			Status Issued	
11424	01-0900-00 123123		IX	100	01/30/24		69,671.14	0.00	69,671.14
		*** Payment Total					69,671.14	0.00	69,671.14
		*** Payment Code ACH Total					71,327.29	0.00	71,327.29
		Payment Count					2		

Payment Date Range 01/09/24 thru 01/09/24
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 1185091 Payment Date 01/09/24			Vendor 12913			ADDISON ELECTRIC	Status Issued	
12913	183932		IX 100	11/10/23		181.52	0.00	181.52
			*** Payment Total			181.52	0.00	181.52
Payment Number 1185092 Payment Date 01/09/24			Vendor 41480			AL WARREN OIL CO INC	Status Issued	
41480	W1617580		IX 100	01/20/24		20,425.75	0.00	20,425.75
			*** Payment Total			20,425.75	0.00	20,425.75
Payment Number 1185093 Payment Date 01/09/24			Vendor 39176			SHEFFIELD SAFETY & LOSS	Status Issued	
39176	20070862		IX 100	12/10/23		4,725.00	0.00	4,725.00
			*** Payment Total			4,725.00	0.00	4,725.00
Payment Number 1185094 Payment Date 01/09/24			Vendor 10849			STANDARD EQUIPMENT COMPANY	Status Issued	
10849	P46894		IX 100	12/21/23		2,484.29	0.00	2,484.29
			*** Payment Total			2,484.29	0.00	2,484.29
Payment Number 1185095 Payment Date 01/09/24			Vendor 19083			VILLAGE OF LOMBARD	Status Issued	
19083	2023-00000208		IX 100	01/27/24		5,039.61	0.00	5,039.61
			*** Payment Total			5,039.61	0.00	5,039.61
		*** Payment Code CHK Total				32,856.17	0.00	32,856.17
			Payment Count			5		
		*** Cash Code 1414 Total				104,183.46	0.00	104,183.46
			Payment Count			7		
		*** Pay Group 2000 USD Total				104,183.46	0.00	104,183.46
			Payment Count			7		

AP255 Date: 01/09/24 JOB SUBMISSION PARAMETERS
Time: 13:21

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

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

Payment Date: 010924 - 010924
Payment Numbers: -
Payment Code:

Bank Account Payment History

Payment Date Range 01/09/24 thru 01/09/24
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 530606 Payment Date 01/09/24			Vendor 10667				CDW GOVERNMENT INC	Status Issued	
10667	NL19930		IX	105	01/05/24		2,789.91	0.00	2,789.91
			*** Payment Total				2,789.91	0.00	2,789.91
Payment Number 530607 Payment Date 01/09/24			Vendor 29280				DAVIS, ANNIE MARIE	Status Issued	
29280	EXP20231109		IX	105	01/05/24		365.24	0.00	365.24
			*** Payment Total				365.24	0.00	365.24
Payment Number 530608 Payment Date 01/09/24			Vendor 12495				HOPE FAIR HOUSING CENTER	Status Issued	
12495	CD23#5		IX	103	02/04/24		3,493.74	0.00	3,493.74
			*** Payment Total				3,493.74	0.00	3,493.74
Payment Number 530609 Payment Date 01/09/24			Vendor 18613				WHITE, SANDRA K	Status Issued	
18613	103023-113023.DC		IX	104	01/12/24		105.00	0.00	105.00
			*** Payment Total				105.00	0.00	105.00
		*** Payment Code ACH Total					6,753.89	0.00	6,753.89
		Payment Count					4		

Bank Account Payment History

Payment Date Range 01/09/24 thru 01/09/24
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 1185096 Payment Date 01/09/24		Vendor 40972				2525 CABOT DRIVE LLC		Status Issued	
40972	RENT-JAN24			IX	105 01/20/24		25,852.77	0.00	25,852.77
					*** Payment Total		25,852.77	0.00	25,852.77
Payment Number 1185097 Payment Date 01/09/24		Vendor 10008				AT&T		Status Issued	
10008	2854435805			IX	105 01/18/24		399.25	0.00	399.25
					*** Payment Total		399.25	0.00	399.25
Payment Number 1185098 Payment Date 01/09/24		Vendor 30611				BUTCHER, MEGHAN		Status Issued	
30611	121423 122823			IX	202 12/29/23		417.86	0.00	417.86
					*** Payment Total		417.86	0.00	417.86
Payment Number 1185099 Payment Date 01/09/24		Vendor 39914				HIGHTOWER, DIANA		Status Issued	
39914	121823 122123			IX	207 01/29/24		720.00	0.00	720.00
					*** Payment Total		720.00	0.00	720.00
Payment Number 1185100 Payment Date 01/09/24		Vendor 29993				LAWS, MERCEDES A		Status Issued	
29993	121223 122223			IX	202 12/29/23		983.20	0.00	983.20
					*** Payment Total		983.20	0.00	983.20
Payment Number 1185101 Payment Date 01/09/24		Vendor 20683				MUSIC SPEAKS, LLC		Status Issued	
20683	12749			IX	301 02/03/24		2,553.63	0.00	2,553.63
					*** Payment Total		2,553.63	0.00	2,553.63
Payment Number 1185102 Payment Date 01/09/24		Vendor 39549				ODP BUSINESS SOLUTIONS, LLC		Status Issued	
39549	340499653001			IX	101 01/04/24		9.41	0.00	9.41
					*** Payment Total		9.41	0.00	9.41
Payment Number 1185103 Payment Date 01/09/24		Vendor 11831				PACE SUBURBAN BUS		Status Issued	
11831	629595			IX	101 01/04/24		10,339.64	0.00	10,339.64
11831	629707			IX	101 01/04/24		16,612.61	0.00	16,612.61
					*** Payment Total		26,952.25	0.00	26,952.25
Payment Number 1185104 Payment Date 01/09/24		Vendor 11772				ULINE		Status Issued	
11772	172120729			IX	101 01/12/24		4,602.79	0.00	4,602.79
					*** Payment Total		4,602.79	0.00	4,602.79
Payment Number 1185105 Payment Date 01/09/24		Vendor 10517				VILLAGE OF VILLA PARK		Status Issued	
10517	CD22-02#1			IX	103 02/07/24		367,220.37	0.00	367,220.37
					*** Payment Total		367,220.37	0.00	367,220.37
					*** Payment Code CHK Total		429,711.53	0.00	429,711.53
					Payment Count		10		
					*** Cash Code 1414 Total		436,465.42	0.00	436,465.42
					Payment Count		14		

*** Pay Group 5000 USD Total	436,465.42	0.00	436,465.42
Payment Count	14		

AP255 Date: 01/09/24 JOB SUBMISSION PARAMETERS
Time: 13:21

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

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

Payment Date: 010924 - 010924
Payment Numbers: -
Payment Code:

Bank Account Payment History

Payment Date Range 01/09/24 thru 01/09/24
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 530610 Payment Date 01/09/24 Vendor 30232 ROBINSON ENGINEERING LTD Status Issued									
30232	23110148		IX	100	12/14/23		1,025.61	0.00	1,025.61
			*** Payment Total				1,025.61	0.00	1,025.61
Payment Number 530611 Payment Date 01/09/24 Vendor 10802 V3 COMPANIES, LTD Status Issued									
10802	1123199R		IX	100	01/04/24		1,887.12	0.00	1,887.12
			*** Payment Total				1,887.12	0.00	1,887.12
Payment Number 530612 Payment Date 01/09/24 Vendor 26311 WIGHT CONSTRUCTION SERVICES Status Issued									
26311	220043-29		IX	100	11/30/23		887,640.56	0.00	887,640.56
			*** Payment Total				887,640.56	0.00	887,640.56
		*** Payment Code ACH Total					890,553.29	0.00	890,553.29
			Payment Count				3		
		*** Cash Code 1414 Total					890,553.29	0.00	890,553.29
			Payment Count				3		
		*** Pay Group 6000 USD Total					890,553.29	0.00	890,553.29
			Payment Count				3		

Payment of Claims

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

File #: 24-0394 **Agenda Date:** 1/23/2024 **Agenda #:** 8.D.

AP255 Date: 01/12/24 JOB SUBMISSION PARAMETERS
Time: 13:25

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

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

Payment Date: 011224 - 011224
Payment Numbers: -
Payment Code:

Bank Account Payment History

Payment Date Range 01/12/24 thru 01/12/24
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 530613 Payment Date 01/12/24			Vendor 11557		ABBATACOLA, ROBERT			Status Issued	
11557	010324 010924		IX	100	01/10/24		1,020.00	0.00	1,020.00
			*** Payment Total				1,020.00	0.00	1,020.00
Payment Number 530614 Payment Date 01/12/24			Vendor 26753		AMAZON CAPITAL SERVICES			Status Issued	
26753	1FJX-CW6T-TM9T		IX	100	01/25/24		54.43	0.00	54.43
26753	1HP4-CYGK-NJQ9		IX	100	02/07/24		150.01	0.00	150.01
			*** Payment Total				204.44	0.00	204.44
Payment Number 530615 Payment Date 01/12/24			Vendor 22420		BARNES, KRISTIN			Status Issued	
22420	122823		IX	100	01/27/24		116.00	0.00	116.00
			*** Payment Total				116.00	0.00	116.00
Payment Number 530616 Payment Date 01/12/24			Vendor 10667		CDW GOVERNMENT INC			Status Issued	
10667	NM56405		IX	100	01/07/24		99.84	0.00	99.84
			*** Payment Total				99.84	0.00	99.84
Payment Number 530617 Payment Date 01/12/24			Vendor 19717		DPCO STATE'S ATTY INVEST ACCT			Status Issued	
19717	CK6455		IX	100	01/18/24		18.00	0.00	18.00
			*** Payment Total				18.00	0.00	18.00
Payment Number 530618 Payment Date 01/12/24			Vendor 34123		FENNEY, AMY R			Status Issued	
34123	2022DT1686 12152023		IX	100	02/07/24		48.00	0.00	48.00
			*** Payment Total				48.00	0.00	48.00
Payment Number 530619 Payment Date 01/12/24			Vendor 31472		GRAU, LISA M			Status Issued	
31472	2022CF926 12122023		IX	100	02/07/24		152.00	0.00	152.00
			*** Payment Total				152.00	0.00	152.00
Payment Number 530620 Payment Date 01/12/24			Vendor 30578		KLIMEK, MELISSA			Status Issued	
30578	2022CF2156 12122023		IX	100	02/08/24		104.00	0.00	104.00
			*** Payment Total				104.00	0.00	104.00
Payment Number 530621 Payment Date 01/12/24			Vendor 30578		KLIMEK, MELISSA			Status Issued	
30578	1524		IX	100	02/04/24		136.00	0.00	136.00
			*** Payment Total				136.00	0.00	136.00
Payment Number 530622 Payment Date 01/12/24			Vendor 19499		LANGUAGE LINK			Status Issued	
19499	258469		IX	100	01/31/24		178.85	0.00	178.85
			*** Payment Total				178.85	0.00	178.85
Payment Number 530623 Payment Date 01/12/24			Vendor 22296		MASON, SHANNON			Status Issued	
22296	2022DT2113 11282023		IX	100	02/07/24		28.00	0.00	28.00
			*** Payment Total				28.00	0.00	28.00
Payment Number 530624 Payment Date 01/12/24			Vendor 26550		MESSINA, MARCIA			Status Issued	
26550	2018CF71 01202023		IX	100	01/06/24		280.00	0.00	280.00
			*** Payment Total				280.00	0.00	280.00

Payment Date Range 01/12/24 thru 01/12/24
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 530625 Payment Date 01/12/24		Vendor 11714	NOVAK, LISA					Status Issued	
11714	GJ12-12-23		IX	100	01/25/24		733.00	0.00	733.00
			*** Payment Total				733.00	0.00	733.00
Payment Number 530626 Payment Date 01/12/24		Vendor 14308	PUBLIC SAFETY DIRECT INC					Status Issued	
14308	102727		IX	100	01/14/24		8,537.29	0.00	8,537.29
			*** Payment Total				8,537.29	0.00	8,537.29
Payment Number 530627 Payment Date 01/12/24		Vendor 12313	SULLIVAN, ANTHONY					Status Issued	
12313	122723 010924		IX	100	01/10/24		595.00	0.00	595.00
			*** Payment Total				595.00	0.00	595.00
			*** Payment Code ACH Total				12,250.42	0.00	12,250.42
			Payment Count				15		

Payment Date Range 01/12/24 thru 01/12/24
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 1185111 Payment Date 01/12/24		Vendor 24486	AED PROFESSIONALS					Status Issued	
24486	101446		IX	100	01/26/24		3,899.00	0.00	3,899.00
			*** Payment Total				3,899.00	0.00	3,899.00
Payment Number 1185112 Payment Date 01/12/24		Vendor 10671	ALPHAGRAPHICS					Status Issued	
10671	176439		IX	100	02/02/24		323.38	0.00	323.38
			*** Payment Total				323.38	0.00	323.38
Payment Number 1185113 Payment Date 01/12/24		Vendor 22435	ASHLAND DOOR SOLUTIONS LLC					Status Issued	
22435	1031280733		IX	100	12/15/23		102.00	0.00	102.00
			*** Payment Total				102.00	0.00	102.00
Payment Number 1185114 Payment Date 01/12/24		Vendor 10008	AT&T					Status Issued	
10008	630260168912 2023		IX	100	12/31/23		348.52	0.00	348.52
10008	7696274809 2023		IX	100	01/06/24		308.07	0.00	308.07
			*** Payment Total				656.59	0.00	656.59
Payment Number 1185115 Payment Date 01/12/24		Vendor 43160	ATKINSON, NIKOLAOS					Status Issued	
43160	MIL20231205		IX	100	01/02/24		66.81	0.00	66.81
			*** Payment Total				66.81	0.00	66.81
Payment Number 1185116 Payment Date 01/12/24		Vendor 29579	AUSTIN, SUZANNE					Status Issued	
29579	SAGJ122123		IX	100	01/08/24		655.00	0.00	655.00
			*** Payment Total				655.00	0.00	655.00
Payment Number 1185117 Payment Date 01/12/24		Vendor 43183	CARDOSI, LINDSAY					Status Issued	
43183	MIL20231207		IX	100	01/02/24		66.81	0.00	66.81
			*** Payment Total				66.81	0.00	66.81
Payment Number 1185118 Payment Date 01/12/24		Vendor 10610	CHICAGO SUN-TIMES					Status Issued	
10610	419652 020724		IX	100	02/07/24		671.98	0.00	671.98
			*** Payment Total				671.98	0.00	671.98
Payment Number 1185119 Payment Date 01/12/24		Vendor 10574	CHICAGO TRIBUNE					Status Issued	
10574	70066478 120923		IX	100	01/08/24		1,332.21	0.00	1,332.21
			*** Payment Total				1,332.21	0.00	1,332.21
Payment Number 1185120 Payment Date 01/12/24		Vendor 38426	CHIRAYIL, MEETU G.					Status Issued	
38426	TRV20240104		IX	100	01/10/24		42.95	0.00	42.95
			*** Payment Total				42.95	0.00	42.95
Payment Number 1185121 Payment Date 01/12/24		Vendor 12628	CHOOSE DUPAGE					Status Issued	
12628	010824		IX	100	02/07/24		34,311.00	0.00	34,311.00
12628	120123A		IX	100	12/31/23		34,311.00	0.00	34,311.00
			*** Payment Total				68,622.00	0.00	68,622.00
Payment Number 1185122 Payment Date 01/12/24		Vendor 42758	COOPER, CHRISTOFER J					Status Issued	
42758	2021CF896 01092024		IX	100	02/08/24		1,600.00	0.00	1,600.00

Payment Date Range 01/12/24 thru 01/12/24
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 1185122 Payment Date 01/12/24			Vendor 42758				COOPER, CHRISTOFER J	Status Issued	
						*** Payment Total	1,600.00	0.00	1,600.00
Payment Number 1185123 Payment Date 01/12/24			Vendor 12097				CIOX HEALTH	Status Issued	
12097	0439175724		IX	100	12/20/23		59.85	0.00	59.85
12097	0440833957		IX	100	01/04/24		34.47	0.00	34.47
						*** Payment Total	94.32	0.00	94.32
Payment Number 1185124 Payment Date 01/12/24			Vendor 12097				CIOX HEALTH LLC	Status Issued	
12097	0439218889		IX	100	12/20/23		106.17	0.00	106.17
12097	0440665703		IX	100	01/03/24		87.00	0.00	87.00
12097	0442397954		IX	100	01/18/24		98.37	0.00	98.37
12097	0443374501		IX	100	01/27/24		98.97	0.00	98.97
						*** Payment Total	390.51	0.00	390.51
Payment Number 1185125 Payment Date 01/12/24			Vendor 10873				CUMMINS ALLISON	Status Issued	
10873	1454845		IX	100	01/12/24		745.44	0.00	745.44
						*** Payment Total	745.44	0.00	745.44
Payment Number 1185126 Payment Date 01/12/24			Vendor 43313				DAVI, EVAN	Status Issued	
43313	MIL20231206		IX	100	01/03/24		53.19	0.00	53.19
						*** Payment Total	53.19	0.00	53.19
Payment Number 1185127 Payment Date 01/12/24			Vendor 10850				DELL MARKETING LP	Status Issued	
10850	10712626782		IX	100	12/21/23		1,259,737.41	0.00	1,259,737.41
						*** Payment Total	1,259,737.41	0.00	1,259,737.41
Payment Number 1185128 Payment Date 01/12/24			Vendor 34625				DOCU-SHRED, INC	Status Issued	
34625	50743		IX	100	11/17/23		165.00	0.00	165.00
34625	50992		IX	100	01/26/24		220.00	0.00	220.00
						*** Payment Total	385.00	0.00	385.00
Payment Number 1185129 Payment Date 01/12/24			Vendor 11348				DUPAGE FEDERATION ON HUMAN	Status Issued	
11348	9588		IX	100	01/09/24		1,293.15	0.00	1,293.15
11348	9588A		IX	100	01/09/24		270.00	0.00	270.00
11348	9590		IX	100	01/09/24		1,059.43	0.00	1,059.43
						*** Payment Total	2,622.58	0.00	2,622.58
Payment Number 1185130 Payment Date 01/12/24			Vendor 42804				FBI-LEEDA INC.	Status Issued	
42804	200098239		IX	100	02/03/24		795.00	0.00	795.00
						*** Payment Total	795.00	0.00	795.00
Payment Number 1185131 Payment Date 01/12/24			Vendor 11196				FEDEX	Status Issued	
11196	8-353-88629		IX	100	01/19/24		106.07	0.00	106.07
11196	8-360-80847		IX	100	01/26/24		21.40	0.00	21.40
						*** Payment Total	127.47	0.00	127.47
Payment Number 1185132 Payment Date 01/12/24			Vendor 22752				GREAT AMERICA NETWORKS CONF	Status Issued	
22752	57113		IX	100	01/31/24		24.69	0.00	24.69

Payment Date Range 01/12/24 thru 01/12/24
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 1185132 Payment Date 01/12/24		Vendor 22752	GREAT AMERICA NETWORKS CONF					Status Issued	
		*** Payment Total					24.69	0.00	24.69
Payment Number 1185133 Payment Date 01/12/24		Vendor 13058	ILLINOIS HOMICIDE					Status Issued	
13058	2023A174		IX	100	01/08/24		650.00	0.00	650.00
		*** Payment Total					650.00	0.00	650.00
Payment Number 1185134 Payment Date 01/12/24		Vendor 29263	ILLINOIS STATE ASSOCIATION OF					Status Issued	
29263	010324-07		IX	100	02/02/24		28,820.00	0.00	28,820.00
		*** Payment Total					28,820.00	0.00	28,820.00
Payment Number 1185135 Payment Date 01/12/24		Vendor 12961	LAW OFFICES OF WILLIAM G.					Status Issued	
12961	JANUARY 2024		IX	100	02/03/24		3,918.00	0.00	3,918.00
		*** Payment Total					3,918.00	0.00	3,918.00
Payment Number 1185136 Payment Date 01/12/24		Vendor 43074	LIVERGOOD, SARAH					Status Issued	
43074	MIL20231204		IX	100	01/02/24		126.09	0.00	126.09
		*** Payment Total					126.09	0.00	126.09
Payment Number 1185137 Payment Date 01/12/24		Vendor 10287	MATTHEW BENDER & COMPANY INC					Status Issued	
10287	39130762		IX	100	01/30/24		144.43	0.00	144.43
		*** Payment Total					144.43	0.00	144.43
Payment Number 1185138 Payment Date 01/12/24		Vendor 30293	MCANALLY, JOHN					Status Issued	
30293	EXP20240105		IX	100	01/09/24		79.00	0.00	79.00
		*** Payment Total					79.00	0.00	79.00
Payment Number 1185139 Payment Date 01/12/24		Vendor 10115	MOTOROLA SOLUTIONS INC					Status Issued	
10115	8281798730		IX	100	02/04/24		516.40	0.00	516.40
		*** Payment Total					516.40	0.00	516.40
Payment Number 1185140 Payment Date 01/12/24		Vendor 28996	NASER, EVA Y					Status Issued	
28996	495		IX	100	02/07/24		236.33	0.00	236.33
		*** Payment Total					236.33	0.00	236.33
Payment Number 1185141 Payment Date 01/12/24		Vendor 39549	ODP BUSINESS SOLUTIONS, LLC					Status Issued	
39549	341224664001		IX	100	12/30/23		30.98	0.00	30.98
39549	342537240001		IX	100	01/06/24		253.04	0.00	253.04
		*** Payment Total					284.02	0.00	284.02
Payment Number 1185142 Payment Date 01/12/24		Vendor 29508	OKUNSKAYA, TATIANA					Status Issued	
29508	2024 #3		IX	100	02/03/24		299.50	0.00	299.50
29508	2024 #4		IX	100	02/04/24		159.50	0.00	159.50
		*** Payment Total					459.00	0.00	459.00
Payment Number 1185143 Payment Date 01/12/24		Vendor 30134	PTS COMMUNICATIONS					Status Issued	
30134	2116062		IX	100	01/20/24		340.00	0.00	340.00
		*** Payment Total					340.00	0.00	340.00

Payment Date Range 01/12/24 thru 01/12/24
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 1185144 Payment Date 01/12/24		Vendor 23985	RELX INC					Status Issued	
23985	3094852479		IX	100	01/30/24		900.00	0.00	900.00
			*** Payment Total				900.00	0.00	900.00
Payment Number 1185145 Payment Date 01/12/24		Vendor 39268	ROBERT M. GALATZER-LEVY, M.D.,					Status Issued	
39268	109899		IX	100	01/31/24		1,554.00	0.00	1,554.00
			*** Payment Total				1,554.00	0.00	1,554.00
Payment Number 1185146 Payment Date 01/12/24		Vendor 13049	SCANSTAT TECHNOLOGIES					Status Issued	
13049	6FC0B849A17C45ECB731		IX	100	01/06/24		66.29	0.00	66.29
			*** Payment Total				66.29	0.00	66.29
Payment Number 1185147 Payment Date 01/12/24		Vendor 10540	SECRETARY OF STATE					Status Issued	
10540	675093A-2024		IX	100	01/10/24		8.00	0.00	8.00
			*** Payment Total				8.00	0.00	8.00
Payment Number 1185148 Payment Date 01/12/24		Vendor 43305	SEGOVIANO, JOHN PAUL					Status Issued	
43305	EXP20231226		IX	100	12/28/23		121.00	0.00	121.00
			*** Payment Total				121.00	0.00	121.00
Payment Number 1185149 Payment Date 01/12/24		Vendor 30382	T-MOBILE USA INC					Status Issued	
30382	9554946058		IX	100	01/20/24		100.00	0.00	100.00
30382	9555495333		IX	100	01/26/24		25.00	0.00	25.00
			*** Payment Total				125.00	0.00	125.00
Payment Number 1185150 Payment Date 01/12/24		Vendor 11169	THOMSON REUTERS-WEST					Status Issued	
11169	849487094		IX	100	01/31/24		2,699.94	0.00	2,699.94
11169	849576030		IX	100	01/31/24		845.69	0.00	845.69
11169	849577672		IX	100	01/31/24		2,426.80	0.00	2,426.80
			*** Payment Total				5,972.43	0.00	5,972.43
Payment Number 1185151 Payment Date 01/12/24		Vendor 10180	TRANE US INC					Status Issued	
10180	314155625		IX	100	01/04/24		10,918.75	0.00	10,918.75
			*** Payment Total				10,918.75	0.00	10,918.75
Payment Number 1185152 Payment Date 01/12/24		Vendor 13861	TRANSUNION RISK AND					Status Issued	
13861	382505-202312-1		IX	100	01/05/24		75.00	0.00	75.00
13861	6464310 -202312-1		IX	100	01/31/24		123.00	0.00	123.00
13861	794284-202312-1		IX	100	01/31/24		351.40	0.00	351.40
			*** Payment Total				549.40	0.00	549.40
Payment Number 1185153 Payment Date 01/12/24		Vendor 22295	UNIVERSITY OF LOUISVILLE					Status Issued	
22295	SPI-924G24-32		IX	100	02/04/24		1,425.00	0.00	1,425.00
			*** Payment Total				1,425.00	0.00	1,425.00
Payment Number 1185154 Payment Date 01/12/24		Vendor 10228	VILLAGE OF GLENDALE HEIGHTS					Status Issued	
10228	19545		IX	100	12/31/23		5,938.60	0.00	5,938.60
			*** Payment Total				5,938.60	0.00	5,938.60

Payment Date Range 01/12/24 thru 01/12/24
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 1185155 Payment Date 01/12/24		Vendor 37738	WHITE, WILLIAM F					Status Issued	
37738	EXP20240108		IX	100	01/10/24		300.00	0.00	300.00
			*** Payment Total				300.00	0.00	300.00
Payment Number 1185156 Payment Date 01/12/24		Vendor 18066	YORK, JEFF					Status Issued	
18066	EXP20231227		IX	100	01/26/24		9.60	0.00	9.60
			*** Payment Total				9.60	0.00	9.60
			*** Payment Code CHK Total				1,406,475.68	0.00	1,406,475.68
			Payment Count				46		
			*** Cash Code 1414 Total				1,418,726.10	0.00	1,418,726.10
			Payment Count				61		
			*** Pay Group 1000 USD Total				1,418,726.10	0.00	1,418,726.10
			Payment Count				61		

AP255 Date: 01/12/24 JOB SUBMISSION PARAMETERS
Time: 13:26

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

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

Payment Date: 011224 - 011224
Payment Numbers: -
Payment Code:

AP255 Date 01/12/24 Pay Group 1100 GENERAL GOVERNMENT PAY GROUP USD Page 1
Time 13:26 Bank Account Payment History

Payment Date Range 01/12/24 thru 01/12/24
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 530628 Payment Date 01/12/24			Vendor 40697		BRINKS INCORPORATED			Status Issued	
40697	12507815		IX	160	01/31/24		300.77	0.00	300.77
40697	6246634		IX	160	01/30/24		7.74	0.00	7.74
		*** Payment Total					308.51	0.00	308.51
		*** Payment Code ACH Total					308.51	0.00	308.51
		Payment Count					1		

Payment Date Range 01/12/24 thru 01/12/24
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 1185157 Payment Date 01/12/24		Vendor 12940	AMERICAN VETERINARY MEDICAL					Status Issued	
12940	56127 122023		IX	120	01/19/24		370.00	0.00	370.00
			*** Payment Total				370.00	0.00	370.00
Payment Number 1185158 Payment Date 01/12/24		Vendor 12628	CHOOSE DUPAGE					Status Issued	
12628	2023-26		IX	105	01/30/24		17,519.35	0.00	17,519.35
12628	2023-27		IX	105	01/30/24		1,693.42	0.00	1,693.42
12628	2023-28		IX	105	01/30/24		8,056.77	0.00	8,056.77
			*** Payment Total				27,269.54	0.00	27,269.54
Payment Number 1185159 Payment Date 01/12/24		Vendor 39918	COVETRUS NORTH AMERICA					Status Issued	
39918	AS74766		IX	120	08/30/23		203.88	0.00	203.88
39918	AU86211		IX	120	09/21/23		143.82	0.00	143.82
39918	AU87383		IX	120	09/21/23		692.98	0.00	692.98
			*** Payment Total				1,040.68	0.00	1,040.68
Payment Number 1185160 Payment Date 01/12/24		Vendor 43326	DUTTA, AMIT					Status Issued	
43326	T72956B		IX	170	02/10/24		250.00	0.00	250.00
			*** Payment Total				250.00	0.00	250.00
Payment Number 1185161 Payment Date 01/12/24		Vendor 13020	FIDLAR TECHNOLOGIES INC					Status Issued	
13020	0709036-IN		IX	150	12/30/23		3,863.04	0.00	3,863.04
			*** Payment Total				3,863.04	0.00	3,863.04
Payment Number 1185162 Payment Date 01/12/24		Vendor 14167	NORTHERN ILLINOIS ELEVATOR					Status Issued	
14167	1825		IX	170	01/20/24		46.00	0.00	46.00
			*** Payment Total				46.00	0.00	46.00
Payment Number 1185163 Payment Date 01/12/24		Vendor 13880	PNEU-DART INC					Status Issued	
13880	371314		IX	120	11/23/23		110.33	0.00	110.33
			*** Payment Total				110.33	0.00	110.33
Payment Number 1185164 Payment Date 01/12/24		Vendor 26603	ZOETIS US LLC					Status Issued	
26603	9022303042		IX	120	01/04/24		2,969.77	0.00	2,969.77
			*** Payment Total				2,969.77	0.00	2,969.77
		*** Payment Code CHK Total					35,919.36	0.00	35,919.36
		Payment Count					8		
		*** Cash Code 1414 Total					36,227.87	0.00	36,227.87
		Payment Count					9		
		*** Pay Group 1100 USD Total					36,227.87	0.00	36,227.87
		Payment Count					9		

AP255 Date: 01/12/24 JOB SUBMISSION PARAMETERS
Time: 13:26

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

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

Payment Date: 011224 - 011224
Payment Numbers: -
Payment Code:

Bank Account Payment History

Payment Date Range 01/12/24 thru 01/12/24
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 1185165 Payment Date 01/12/24			Vendor 27421				AHE/AHA		Status Issued
27421	1800263		IX	100	12/31/23		165.00	0.00	165.00
			*** Payment Total				165.00	0.00	165.00
Payment Number 1185166 Payment Date 01/12/24			Vendor 10056				ALCO SALES & SERVICE CO.		Status Issued
10056	2934256-IN		IX	100	01/14/24		1,951.00	0.00	1,951.00
			*** Payment Total				1,951.00	0.00	1,951.00
Payment Number 1185167 Payment Date 01/12/24			Vendor 10682				AMERISOURCEBERGEN DRUG CORP		Status Issued
10682	3158981736		IX	100	01/26/24		39.66	0.00	39.66
			*** Payment Total				39.66	0.00	39.66
Payment Number 1185168 Payment Date 01/12/24			Vendor 43181				APPETIZE TECHNOLOGIES, LLC		Status Issued
43181	41398		IX	100	10/01/23		1,338.55	0.00	1,338.55
43181	42511		IX	100	11/01/23		1,174.37	0.00	1,174.37
43181	43662		IX	100	12/01/23		1,176.65	0.00	1,176.65
43181	44907		IX	100	12/31/23		1,196.90	0.00	1,196.90
			*** Payment Total				4,886.47	0.00	4,886.47
Payment Number 1185169 Payment Date 01/12/24			Vendor 26602				CARDINAL HEALTH 110, LLC		Status Issued
26602	7346493561		IX	100	01/25/24		30.60	0.00	30.60
26602	7346493562		IX	100	01/25/24		7.17	0.00	7.17
26602	7346493563		IX	100	01/25/24		76.20	0.00	76.20
26602	7346493564		IX	100	01/25/24		10.45	0.00	10.45
26602	7346493565		IX	100	01/25/24		127.22	0.00	127.22
26602	7346493566		IX	100	01/25/24		1,227.74	0.00	1,227.74
26602	7346493567		IX	100	01/25/24		4.58	0.00	4.58
26602	7346493568		IX	100	01/25/24		491.05	0.00	491.05
26602	7346854399		IX	100	01/26/24		2.22	0.00	2.22
26602	7346854400		IX	100	01/26/24		793.25	0.00	793.25
26602	7346854401		IX	100	01/26/24		33.30	0.00	33.30
26602	7346854586		IX	100	01/26/24		63.61	0.00	63.61
26602	7346854588		IX	100	01/26/24		22.95	0.00	22.95
26602	7346854590		IX	100	01/26/24		17.10	0.00	17.10
26602	7346854591		IX	100	01/26/24		33.35	0.00	33.35
26602	7346854594		IX	100	01/26/24		1,855.50	0.00	1,855.50
26602	7346854596		IX	100	01/26/24		17.66	0.00	17.66
26602	7346854597		IX	100	01/26/24		14.79	0.00	14.79
26602	7347098409		IX	100	01/27/24		429.10	0.00	429.10
26602	7347098410		IX	100	01/27/24		18.78	0.00	18.78
26602	7347098411		IX	100	01/27/24		178.56	0.00	178.56
26602	7347098412		IX	100	01/27/24		51.52	0.00	51.52
26602	7347098413		IX	100	01/27/24		66.09	0.00	66.09
26602	7347098414		IX	100	01/27/24		2,642.52	0.00	2,642.52
26602	7347379670		IX	100	01/28/24		7.62	0.00	7.62
26602	7347379671		IX	100	01/28/24		14.24	0.00	14.24
26602	7347379672		IX	100	01/28/24		6,959.55	0.00	6,959.55
26602	7347379673		IX	100	01/28/24		2.58	0.00	2.58
26602	7347379674		IX	100	01/28/24		6,730.28	0.00	6,730.28

Payment Date Range 01/12/24 thru 01/12/24
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Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1185169 Payment Date 01/12/24		Vendor 26602			CARDINAL HEALTH 110, LLC			Status Issued	
26602	7347380039		IX	100	01/28/24		2,078.65	0.00	2,078.65
26602	7347741159		IX	100	02/01/24		24.64	0.00	24.64
26602	7347741607		IX	100	02/01/24		906.92	0.00	906.92
26602	7347741611		IX	100	02/01/24		1.66	0.00	1.66
26602	7347741612		IX	100	02/01/24		6.86	0.00	6.86
26602	7347742017		IX	100	02/01/24		38.74	0.00	38.74
26602	7347742024		IX	100	02/01/24		55.28	0.00	55.28
26602	7348153781		IX	100	02/02/24		1,173.45	0.00	1,173.45
26602	7348153782		IX	100	02/02/24		266.34	0.00	266.34
26602	7348153784		IX	100	02/02/24		1,019.05	0.00	1,019.05
26602	7348153785		IX	100	02/02/24		559.04	0.00	559.04
26602	7348153786		IX	100	02/02/24		16.12	0.00	16.12
26602	7348154197		IX	100	02/02/24		15.24	0.00	15.24
26602	7348154198		IX	100	02/02/24		182.97	0.00	182.97
26602	7348154199		IX	100	02/02/24		9.21	0.00	9.21
26602	7348154200		IX	100	02/02/24		48.14	0.00	48.14
26602	7348154201		IX	100	02/02/24		178.56	0.00	178.56
26602	7348154202		IX	100	02/02/24		329.47	0.00	329.47
26602	7348154203		IX	100	02/02/24		5,008.72	0.00	5,008.72
26602	7348442330		IX	100	02/03/24		8.05	0.00	8.05
26602	7348442331		IX	100	02/03/24		3.46	0.00	3.46
26602	7348442332		IX	100	02/03/24		11.56	0.00	11.56
26602	7348442334		IX	100	02/03/24		5.58	0.00	5.58
26602	7348442336		IX	100	02/03/24		8.04	0.00	8.04
26602	7348442337		IX	100	02/03/24		4.50	0.00	4.50
26602	7348442339		IX	100	02/03/24		1,429.95	0.00	1,429.95
26602	7348443443		IX	100	02/03/24		7.62	0.00	7.62
26602	7348443450		IX	100	02/03/24		211.65	0.00	211.65
26602	7348443453		IX	100	02/03/24		2,783.82	0.00	2,783.82
26602	7348443455		IX	100	02/03/24		8.48	0.00	8.48
26602	7348443458		IX	100	02/03/24		29.44	0.00	29.44
26602	7348443466		IX	100	02/03/24		3,359.98	0.00	3,359.98
26602	7348443469		IX	100	02/03/24		43.84	0.00	43.84
26602	7348443472		IX	100	02/03/24		8.12	0.00	8.12
26602	7348724265		IX	100	02/04/24		87.68	0.00	87.68
26602	7348724266		IX	100	02/04/24		24.78	0.00	24.78
26602	7348724267		IX	100	02/04/24		42.06	0.00	42.06
		*** Payment Total					41,927.25	0.00	41,927.25
Payment Number 1185170 Payment Date 01/12/24		Vendor 37577			ARRUSH INC			Status Issued	
37577	746		IX	100	12/30/23		494.00	0.00	494.00
37577	747		IX	100	01/30/24		312.00	0.00	312.00
		*** Payment Total					806.00	0.00	806.00
Payment Number 1185171 Payment Date 01/12/24		Vendor 11348			DUPAGE FEDERATION ON HUMAN			Status Issued	
11348	9740		IX	100	01/10/24		466.20	0.00	466.20
		*** Payment Total					466.20	0.00	466.20

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Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1185172 Payment Date 01/12/24		Vendor 11949	KENTWOOD OFFICE FURNITURE					Status Issued	
11949	319374-0		IX	100	12/30/23		1,521.50	0.00	1,521.50
			*** Payment Total				1,521.50	0.00	1,521.50
Payment Number 1185173 Payment Date 01/12/24		Vendor 10112	LEADINGAGE ILLINOIS					Status Issued	
10112	LSN 20240109		IX	100	02/08/24		480.00	0.00	480.00
			*** Payment Total				480.00	0.00	480.00
Payment Number 1185174 Payment Date 01/12/24		Vendor 18381	MANANGHAYA, MARITES					Status Issued	
18381	EXP20231129		IX	100	12/29/23		50.00	0.00	50.00
			*** Payment Total				50.00	0.00	50.00
Payment Number 1185175 Payment Date 01/12/24		Vendor 13962	MAXIM HEALTHCARE STAFFING					Status Issued	
13962	E11658590283		IX	100	01/13/24		8,972.25	0.00	8,972.25
13962	E11723790283		IX	100	01/20/24		6,940.50	0.00	6,940.50
13962	E11781110283		IX	100	01/27/24		7,722.75	0.00	7,722.75
			*** Payment Total				23,635.50	0.00	23,635.50
Payment Number 1185176 Payment Date 01/12/24		Vendor 30801	MCKESSON MEDICAL - SURGICAL					Status Issued	
30801	21424821		IX	100	01/03/24		489.20	0.00	489.20
30801	21433906		IX	100	01/05/24		68.08	0.00	68.08
30801	21442806		IX	100	01/06/24		2,533.10	0.00	2,533.10
30801	21444862		IX	100	01/06/24		537.60	0.00	537.60
30801	21461426		IX	100	01/11/24		1,532.27	0.00	1,532.27
30801	21472725		IX	100	01/13/24		472.94	0.00	472.94
30801	21491004		IX	100	01/18/24		1,481.36	0.00	1,481.36
30801	21512352		IX	100	01/25/24		2,276.68	0.00	2,276.68
30801	21521293		IX	100	01/27/24		1,744.98	0.00	1,744.98
30801	21526215		IX	100	01/28/24		2,278.06	0.00	2,278.06
			*** Payment Total				13,414.27	0.00	13,414.27
Payment Number 1185177 Payment Date 01/12/24		Vendor 10299	MEDLINE INDUSTRIES INC					Status Issued	
10299	2299176964		IX	100	01/18/24		363.10	0.00	363.10
			*** Payment Total				363.10	0.00	363.10
Payment Number 1185178 Payment Date 01/12/24		Vendor 37419	NOVASTAFF HEALTHCARE SERVICES					Status Issued	
37419	NS64074		IX	100	01/13/24		5,322.00	0.00	5,322.00
37419	NS64109		IX	100	01/27/24		6,644.50	0.00	6,644.50
37419	NS64125		IX	100	02/03/24		6,322.25	0.00	6,322.25
			*** Payment Total				18,288.75	0.00	18,288.75
Payment Number 1185179 Payment Date 01/12/24		Vendor 39549	ODP BUSINESS SOLUTIONS, LLC					Status Issued	
39549	344867182001		IX	100	01/05/24		69.38	0.00	69.38
			*** Payment Total				69.38	0.00	69.38
Payment Number 1185180 Payment Date 01/12/24		Vendor 22183	PANTALEON, MARY LEE					Status Issued	
22183	EXP20231120		IX	100	01/05/24		50.00	0.00	50.00
			*** Payment Total				50.00	0.00	50.00

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Vendor	Invoice	Voucher	Auth	PL	Due Date	Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 1185181 Payment Date 01/12/24		Vendor 38749				PERFORMANCE FOODSERVICE		Status Issued	
38749	5447805		IX	100	02/03/24		1,358.09	0.00	1,358.09
38749	5447806		IX	100	02/03/24		247.68	0.00	247.68
		*** Payment Total					1,605.77	0.00	1,605.77
Payment Number 1185182 Payment Date 01/12/24		Vendor 28804				PRESCRIPTION SUPPLY INC		Status Issued	
28804	3488835		IX	100	01/26/24		214.01	0.00	214.01
28804	3491306		IX	100	02/02/24		187.04	0.00	187.04
28804	3491307		IX	100	02/02/24		142.16	0.00	142.16
28804	3491308		IX	100	02/02/24		19.16	0.00	19.16
		*** Payment Total					562.37	0.00	562.37
Payment Number 1185183 Payment Date 01/12/24		Vendor 11409				PROFESSIONAL MEDICAL INC		Status Issued	
11409	2362513		IX	100	01/10/24		250.80	0.00	250.80
		*** Payment Total					250.80	0.00	250.80
Payment Number 1185184 Payment Date 01/12/24		Vendor 30134				PTS COMMUNICATIONS INC		Status Issued	
30134	2115892		IX	100	01/13/24		75.00	0.00	75.00
		*** Payment Total					75.00	0.00	75.00
Payment Number 1185185 Payment Date 01/12/24		Vendor 11800				PULMONARY EXCHANGE LTD		Status Issued	
11800	00058723		IX	100	01/30/24		1,860.00	0.00	1,860.00
		*** Payment Total					1,860.00	0.00	1,860.00
Payment Number 1185186 Payment Date 01/12/24		Vendor 31602				SECOND CHANCE CARDIAC		Status Issued	
31602	23-012-3656		IX	100	02/04/24		910.35	0.00	910.35
		*** Payment Total					910.35	0.00	910.35
Payment Number 1185187 Payment Date 01/12/24		Vendor 10555				SYSCO FOOD SERVICES-CHICAGO		Status Issued	
10555	624995262		IX	100	01/27/24		174.19	0.00	174.19
10555	624995264		IX	100	01/27/24		244.09	0.00	244.09
10555	624995265		IX	100	01/27/24		965.39	0.00	965.39
10555	624995266		IX	100	01/27/24		88.93	0.00	88.93
10555	624995267		IX	100	01/27/24		309.06	0.00	309.06
10555	624995268		IX	100	01/27/24		70.11	0.00	70.11
10555	624995269		IX	100	01/27/24		1,006.87	0.00	1,006.87
10555	624995270		IX	100	01/27/24		255.96	0.00	255.96
10555	624995642		IX	100	01/28/24		45.33	0.00	45.33
10555	624995726		IX	100	01/28/24		40.44	0.00	40.44
10555	724002044		IX	100	01/31/24		45.33	0.00	45.33
10555	724002782		IX	100	01/31/24		78.66	0.00	78.66
10555	724002783		IX	100	01/31/24		545.09	0.00	545.09
10555	724002785		IX	100	01/31/24		77.38	0.00	77.38
10555	724007772		IX	100	02/01/24		105.79	0.00	105.79
10555	724011584		IX	100	02/03/24		81.32	0.00	81.32
10555	724011586		IX	100	02/03/24		34.05	0.00	34.05
10555	724011588		IX	100	02/03/24		1,100.00	0.00	1,100.00
10555	724011589		IX	100	02/03/24		118.78	0.00	118.78
10555	724011590		IX	100	02/03/24		217.32	0.00	217.32

Payment Date Range 01/12/24 thru 01/12/24
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 1185187 Payment Date 01/12/24			Vendor 10555		SYSCO FOOD SERVICES-CHICAGO			Status Issued	
10555	724011980		IX	100	02/03/24		96.08	0.00	96.08
10555	724012171		IX	100	02/04/24		90.66	0.00	90.66
10555	724014806		IX	100	02/04/24		105.79	0.00	105.79
			*** Payment Total				5,896.62	0.00	5,896.62
Payment Number 1185188 Payment Date 01/12/24			Vendor 11694		UNLIMITED ADVACARE INC			Status Issued	
11694	23121665		IX	100	01/30/24		4,674.06	0.00	4,674.06
			*** Payment Total				4,674.06	0.00	4,674.06
		*** Payment Code CHK Total					123,949.05	0.00	123,949.05
		Payment Count					24		
		*** Cash Code 1414 Total					123,949.05	0.00	123,949.05
		Payment Count					24		
		*** Pay Group 1200 USD Total					123,949.05	0.00	123,949.05
		Payment Count					24		

AP255 Date: 01/12/24 JOB SUBMISSION PARAMETERS
Time: 13:26

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

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

Payment Date: 011224 - 011224
Payment Numbers: -
Payment Code:

Bank Account Payment History

Payment Date Range 01/12/24 thru 01/12/24
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 1185189 Payment Date 01/12/24		Vendor 13469			CLASSIC PLASTICS CORP			Status Issued	
13469	102922		IX	120	01/19/24		1,062.00	0.00	1,062.00
		*** Payment Total					1,062.00	0.00	1,062.00
Payment Number 1185190 Payment Date 01/12/24		Vendor 11196			FEDEX			Status Issued	
11196	8-360-86250		IX	120	01/05/24		63.17	0.00	63.17
		*** Payment Total					63.17	0.00	63.17
Payment Number 1185191 Payment Date 01/12/24		Vendor 12543			KENDALL COUNTY SHERIFF			Status Issued	
12543	RANG-DUP2024		IX	103	02/04/24		500.00	0.00	500.00
		*** Payment Total					500.00	0.00	500.00
		*** Payment Code CHK Total					1,625.17	0.00	1,625.17
		Payment Count					3		
		*** Cash Code 1414 Total					1,625.17	0.00	1,625.17
		Payment Count					3		
		*** Pay Group 1300 USD Total					1,625.17	0.00	1,625.17
		Payment Count					3		

AP255 Date: 01/12/24 JOB SUBMISSION PARAMETERS
Time: 13:27

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

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

Payment Date: 011224 - 011224
Payment Numbers: -
Payment Code:

Bank Account Payment History

Payment Date Range 01/12/24 thru 01/12/24
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 530629 Payment Date 01/12/24			Vendor 14161		GRAHAM, KELLY			Status Issued	
14161	121723-122323.PB		IX	130	01/05/24		427.50	0.00	427.50
			*** Payment Total				427.50	0.00	427.50
Payment Number 530630 Payment Date 01/12/24			Vendor 12232		LOGICALIS			Status Issued	
12232	S155295		IX	101	02/04/24		1,146.52	0.00	1,146.52
12232	S155296		IX	101	02/04/24		2,375.60	0.00	2,375.60
12232	S155297		IX	101	02/04/24		3,250.00	0.00	3,250.00
			*** Payment Total				6,772.12	0.00	6,772.12
		*** Payment Code ACH Total					7,199.62	0.00	7,199.62
		Payment Count					2		

Payment Date Range 01/12/24 thru 01/12/24
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 1185192 Payment Date 01/12/24			Vendor 12701				ABEL SCREENING INC		Status Issued
12701	2243806		IX	130	01/05/24		79.00	0.00	79.00
			*** Payment Total				79.00	0.00	79.00
Payment Number 1185193 Payment Date 01/12/24			Vendor 29084				FULLERS CAR WASH OF GENEVA		Status Issued
29084	DST.AUTOWASH.NOV23		IX	131	12/07/23		17.00	0.00	17.00
			*** Payment Total				17.00	0.00	17.00
Payment Number 1185194 Payment Date 01/12/24			Vendor 41327				GUIZAR, LUIS		Status Issued
41327	MIL.EXP.1202-1226.LG		IX	130	01/05/24		94.98	0.00	94.98
41327	MIL.EXP.122723.LG		IX	130	01/05/24		18.73	0.00	18.73
			*** Payment Total				113.71	0.00	113.71
Payment Number 1185195 Payment Date 01/12/24			Vendor 10366				HINCKLEY SPRINGS		Status Issued
10366	14457539 122523		IX	104	01/24/24		116.41	0.00	116.41
			*** Payment Total				116.41	0.00	116.41
Payment Number 1185196 Payment Date 01/12/24			Vendor 29784				LMC ENTERPRISES		Status Issued
29784	47668		IX	130	01/05/24		319.72	0.00	319.72
			*** Payment Total				319.72	0.00	319.72
Payment Number 1185197 Payment Date 01/12/24			Vendor 24163				LEXISNEXIS RISK DATA		Status Issued
24163	1327394-20231231		IX	130	01/05/24		200.00	0.00	200.00
			*** Payment Total				200.00	0.00	200.00
Payment Number 1185198 Payment Date 01/12/24			Vendor 39549				ODP BUSINESS SOLUTIONS, LLC		Status Issued
39549	345713632001		IX	130	01/05/24		242.36	0.00	242.36
39549	347338689001		IX	130	01/05/24		112.22	0.00	112.22
39549	347463249001		IX	130	01/05/24		358.60	0.00	358.60
39549	348249192001		IX	130	01/05/24		274.66	0.00	274.66
			*** Payment Total				987.84	0.00	987.84
Payment Number 1185199 Payment Date 01/12/24			Vendor 27781				PROPIO LS LLC		Status Issued
27781	0305681223		IX	130	01/05/24		312.55	0.00	312.55
			*** Payment Total				312.55	0.00	312.55
Payment Number 1185200 Payment Date 01/12/24			Vendor 11539				REDWOOD TOXICOLOGY LABORATORY		Status Issued
11539	012285202311		IX	130	01/05/24		254.96	0.00	254.96
			*** Payment Total				254.96	0.00	254.96
Payment Number 1185201 Payment Date 01/12/24			Vendor 11539				REDWOOD TOXICOLOGY LABORATORY,		Status Issued
11539	814654		IX	130	01/05/24		116.81	0.00	116.81
			*** Payment Total				116.81	0.00	116.81
Payment Number 1185202 Payment Date 01/12/24			Vendor 41945				VALDEZ, KARINA		Status Issued
41945	MIL.EXP.1204-1221.KV		IX	130	01/05/24		58.23	0.00	58.23
			*** Payment Total				58.23	0.00	58.23
Payment Number 1185203 Payment Date 01/12/24			Vendor 18643				WOLD, CARLENE		Status Issued

Payment Date Range 01/12/24 thru 01/12/24
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 1185203 Payment Date 01/12/24		Vendor 18643			WOLD, CARLENE			Status Issued	
18643	MIL.EXP.1205-1220.CW	IX	130		01/05/24		95.96	0.00	95.96
			*** Payment Total				95.96	0.00	95.96
			*** Payment Code CHK Total				2,672.19	0.00	2,672.19
			Payment Count				12		
			*** Cash Code 1414 Total				9,871.81	0.00	9,871.81
			Payment Count				14		
			*** Pay Group 1400 USD Total				9,871.81	0.00	9,871.81
			Payment Count				14		

AP255 Date: 01/12/24 JOB SUBMISSION PARAMETERS
Time: 13:27

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

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

Payment Date: 011224 - 011224
Payment Numbers: -
Payment Code:

Bank Account Payment History

Payment Date Range 01/12/24 thru 01/12/24
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 530631 Payment Date 01/12/24			Vendor 10843				K-FIVE CONSTRUCTION CORP	Status Issued	
10843	5823-PE14 FINAL		IX	101	01/03/24		219,850.57	0.00	219,850.57
			*** Payment Total				219,850.57	0.00	219,850.57
Payment Number 530632 Payment Date 01/12/24			Vendor 33036				PRECISE MRM LLC	Status Issued	
33036	IN200-1046225		IX	100	01/19/24		1,050.00	0.00	1,050.00
			*** Payment Total				1,050.00	0.00	1,050.00
Payment Number 530633 Payment Date 01/12/24			Vendor 10029				R W DUNTEMAN CO	Status Issued	
10029	6405-PE07		IX	101	12/06/23		111,775.61	0.00	111,775.61
10029	6409-PE06		IX	101	12/06/23		409,365.48	0.00	409,365.48
			*** Payment Total				521,141.09	0.00	521,141.09
Payment Number 530634 Payment Date 01/12/24			Vendor 13282				BCR AUTOMOTIVE GROUP LLC	Status Issued	
13282	152928		IX	100	01/07/24		197.80	0.00	197.80
13282	152979		IX	100	01/11/24		155.25	0.00	155.25
13282	152985		IX	100	01/06/24		19.98	0.00	19.98
13282	152990		IX	100	01/06/24		12.54	0.00	12.54
13282	153078		IX	100	01/10/24		118.75	0.00	118.75
13282	153163		IX	100	01/12/24		9.12	0.00	9.12
13282	153191		IX	100	01/17/24		480.49	0.00	480.49
13282	153216		IX	100	01/13/24		53.90	0.00	53.90
13282	153222		IX	100	01/14/24		.06	0.00	.06
13282	153278		IX	100	01/18/24		28.75	0.00	28.75
13282	153295		IX	100	01/17/24		70.25	0.00	70.25
13282	153296		IX	100	01/18/24		19.00	0.00	19.00
13282	153304		IX	100	01/18/24		96.35	0.00	96.35
13282	153306		IX	100	01/18/24		7.60	0.00	7.60
13282	153312		IX	100	01/17/24		206.94	0.00	206.94
13282	153319		IX	100	01/18/24		9.50	0.00	9.50
13282	153319-1		IX	100	01/19/24		19.00	0.00	19.00
13282	153351		IX	100	01/18/24		204.15	0.00	204.15
13282	153363		IX	100	01/20/24		36.38	0.00	36.38
13282	153364		IX	100	01/19/24		132.09	0.00	132.09
13282	153365		IX	100	01/20/24		427.52	0.00	427.52
13282	153370		IX	100	01/19/24		113.20	0.00	113.20
13282	153371		IX	100	01/19/24		118.33	0.00	118.33
13282	153401		IX	100	01/19/24		186.48	0.00	186.48
13282	153403		IX	100	01/19/24		58.46	0.00	58.46
13282	153444		IX	100	01/25/24		272.49	0.00	272.49
13282	153472		IX	100	01/27/24		59.47	0.00	59.47
13282	153489		IX	100	01/25/24		377.28	0.00	377.28
13282	153490		IX	100	01/26/24		85.72	0.00	85.72
13282	153494		IX	100	01/26/24		377.62	0.00	377.62
			*** Payment Total				3,954.47	0.00	3,954.47
		*** Payment Code ACH Total					745,996.13	0.00	745,996.13
		Payment Count					4		

Payment Date Range 01/12/24 thru 01/12/24
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 1185204 Payment Date 01/12/24		Vendor 41480	AL WARREN OIL CO INC				Status Issued		
41480	W1618089		IX	100	01/21/24		1,281.85	0.00	1,281.85
			*** Payment Total				1,281.85	0.00	1,281.85
Payment Number 1185205 Payment Date 01/12/24		Vendor 10008	AT&T				Status Issued		
10008	630653650512 2023		IX	100	01/21/24		57.43	0.00	57.43
			*** Payment Total				57.43	0.00	57.43
Payment Number 1185206 Payment Date 01/12/24		Vendor 10008	AT&T				Status Issued		
10008	630830229312 2023		IX	100	01/21/24		54.40	0.00	54.40
			*** Payment Total				54.40	0.00	54.40
Payment Number 1185207 Payment Date 01/12/24		Vendor 10008	AT&T				Status Issued		
10008	630499255612 2023		IX	100	01/21/24		46.64	0.00	46.64
10008	630653192112 2023		IX	100	01/21/24		60.73	0.00	60.73
			*** Payment Total				107.37	0.00	107.37
Payment Number 1185208 Payment Date 01/12/24		Vendor 11260	AUTO TECH CENTERS INC.				Status Issued		
11260	INV084227		IX	100	01/14/24		699.96	0.00	699.96
			*** Payment Total				699.96	0.00	699.96
Payment Number 1185209 Payment Date 01/12/24		Vendor 11888	CHAMPION PACKAGING				Status Issued		
11888	609444		IX	100	12/29/23		2,843.80	0.00	2,843.80
			*** Payment Total				2,843.80	0.00	2,843.80
Payment Number 1185210 Payment Date 01/12/24		Vendor 10023	COM ED				Status Issued		
10023	1737014015 122723		IX	100	01/04/24		499.10	0.00	499.10
			*** Payment Total				499.10	0.00	499.10
Payment Number 1185211 Payment Date 01/12/24		Vendor 10023	COM ED				Status Issued		
10023	1823115001 122223		IX	100	01/21/24		317.08	0.00	317.08
			*** Payment Total				317.08	0.00	317.08
Payment Number 1185212 Payment Date 01/12/24		Vendor 10023	COM ED				Status Issued		
10023	2757085137 010324		IX	100	02/02/24		50.67	0.00	50.67
			*** Payment Total				50.67	0.00	50.67
Payment Number 1185213 Payment Date 01/12/24		Vendor 12444	COSTAR REALTY INFORMATION INC				Status Issued		
12444	120507771		IX	110	01/04/24		1,473.07	0.00	1,473.07
			*** Payment Total				1,473.07	0.00	1,473.07
Payment Number 1185214 Payment Date 01/12/24		Vendor 11779	FASTENAL COMPANY				Status Issued		
11779	ILSOU183433		IX	100	01/20/24		1,570.93	0.00	1,570.93
11779	ILSOU183434		IX	100	01/20/24		752.45	0.00	752.45
			*** Payment Total				2,323.38	0.00	2,323.38
Payment Number 1185215 Payment Date 01/12/24		Vendor 27954	GROOT, INC				Status Issued		
27954	11758663T107		IX	100	01/31/24		1,262.18	0.00	1,262.18

Payment Date Range 01/12/24 thru 01/12/24
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 1185215 Payment Date 01/12/24			Vendor 27954				GROOT, INC	Status Issued	
						*** Payment Total	1,262.18	0.00	1,262.18
Payment Number 1185216 Payment Date 01/12/24			Vendor 12170				HENDERSON PRODUCTS INC	Status Issued	
12170	388869		IX	100	01/11/24		1,125.00	0.00	1,125.00
12170	388965		IX	100	01/12/24		508.98	0.00	508.98
						*** Payment Total	1,633.98	0.00	1,633.98
Payment Number 1185217 Payment Date 01/12/24			Vendor 14193				ILLINOIS PUBLIC WORKS MUTUAL	Status Issued	
14193	2167		IX	100	01/10/24		475.00	0.00	475.00
						*** Payment Total	475.00	0.00	475.00
Payment Number 1185218 Payment Date 01/12/24			Vendor 24920				JX ENTERPRISES, INC	Status Issued	
24920	25279408P		IX	100	01/10/24		52.34	0.00	52.34
24920	25280501P		IX	100	01/18/24		32.83	0.00	32.83
24920	25280650P		IX	100	01/20/24		570.43	0.00	570.43
24920	25280658P		IX	100	01/19/24		627.24	0.00	627.24
24920	25280661P		IX	100	01/21/24		470.30	0.00	470.30
24920	25280752P		IX	100	01/20/24		81.12	0.00	81.12
24920	25280893P		IX	100	01/27/24		237.07	0.00	237.07
						*** Payment Total	2,071.33	0.00	2,071.33
Payment Number 1185219 Payment Date 01/12/24			Vendor 24397				LAKESIDE INTERNATIONAL LLC	Status Issued	
24397	7251363P		IX	100	01/13/24		61.26	0.00	61.26
						*** Payment Total	61.26	0.00	61.26
Payment Number 1185220 Payment Date 01/12/24			Vendor 10139				MCMASTER-CARR	Status Issued	
10139	19409848		IX	100	01/19/24		205.90	0.00	205.90
10139	19469536		IX	100	01/20/24		407.88	0.00	407.88
						*** Payment Total	613.78	0.00	613.78
Payment Number 1185221 Payment Date 01/12/24			Vendor 10851				MENARDS - WEST CHICAGO	Status Issued	
10851	87841		IX	100	01/10/24		309.86	0.00	309.86
						*** Payment Total	309.86	0.00	309.86
Payment Number 1185222 Payment Date 01/12/24			Vendor 11213				NAPA AUTO PARTS	Status Issued	
11213	4496-235472		IX	100	01/10/24		56.16	0.00	56.16
11213	4496-235523		IX	100	01/10/24		117.30	0.00	117.30
11213	4496-235534		IX	100	01/10/24		32.86	0.00	32.86
11213	4496-235792		IX	100	01/13/24		67.95	0.00	67.95
11213	4496-235841		IX	100	01/13/24		225.03	0.00	225.03
11213	4496-235847		IX	100	01/13/24		18.38	0.00	18.38
11213	4496-235901		IX	100	01/14/24		12.16	0.00	12.16
11213	4496-236059		IX	100	01/17/24		206.52	0.00	206.52
11213	4496-236060		IX	100	01/17/24		56.75	0.00	56.75
11213	4496-236103		IX	100	01/17/24		121.32	0.00	121.32
11213	4496-236179		IX	100	01/18/24		98.64	0.00	98.64
11213	4496-236211		IX	100	01/18/24		170.94	0.00	170.94
11213	4496-236218		IX	100	01/18/24		77.14	0.00	77.14

AP255 Date 01/12/24 Pay Group 1500 HWY STREETS & BRIDGES PAY GRP USD
Time 13:27 Bank Account Payment History

Payment Date Range 01/12/24 thru 01/12/24
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 1185222 Payment Date 01/12/24		Vendor 11213	NAPA AUTO PARTS					Status Issued	
11213	4496-236305		IX	100	01/19/24		481.68	0.00	481.68
11213	4496-237041		IX	100	01/28/24		43.86	0.00	43.86
		*** Payment Total					1,786.69	0.00	1,786.69
Payment Number 1185223 Payment Date 01/12/24		Vendor 10803	NAPCO STEEL INC.					Status Issued	
10803	470722		IX	100	01/19/24		159.65	0.00	159.65
		*** Payment Total					159.65	0.00	159.65
Payment Number 1185224 Payment Date 01/12/24		Vendor 10096	PATSON INC					Status Issued	
10096	X101430546:01		IX	100	01/11/24		43.44	0.00	43.44
		*** Payment Total					43.44	0.00	43.44
Payment Number 1185225 Payment Date 01/12/24		Vendor 10363	PRIORITY PRODUCTS INC.					Status Issued	
10363	997679		IX	100	01/13/24		80.75	0.00	80.75
10363	997967		IX	100	01/20/24		138.55	0.00	138.55
		*** Payment Total					219.30	0.00	219.30
Payment Number 1185226 Payment Date 01/12/24		Vendor 16814	SEBERT LANDSCAPING COMPANY					Status Issued	
16814	5736-PE07		IX	100	01/03/24		15,116.10	0.00	15,116.10
		*** Payment Total					15,116.10	0.00	15,116.10
Payment Number 1185227 Payment Date 01/12/24		Vendor 10540	SECRETARY OF STATE					Status Issued	
10540	6235145786-2024		IX	100	02/04/24		173.00	0.00	173.00
		*** Payment Total					173.00	0.00	173.00
Payment Number 1185228 Payment Date 01/12/24		Vendor 10540	SECRETARY OF STATE					Status Issued	
10540	6235146198-2024		IX	100	02/04/24		173.00	0.00	173.00
		*** Payment Total					173.00	0.00	173.00
Payment Number 1185229 Payment Date 01/12/24		Vendor 10540	SECRETARY OF STATE					Status Issued	
10540	6235173045-2024		IX	100	02/03/24		173.00	0.00	173.00
		*** Payment Total					173.00	0.00	173.00
Payment Number 1185230 Payment Date 01/12/24		Vendor 11781	STANDARD INDUSTRIAL & AUTO					Status Issued	
11781	WO-9223		IX	100	12/08/23		390.00	0.00	390.00
		*** Payment Total					390.00	0.00	390.00
Payment Number 1185231 Payment Date 01/12/24		Vendor 11645	SUNRISE CHEVROLET					Status Issued	
11645	1003149		IX	100	01/07/24		9.53	0.00	9.53
		*** Payment Total					9.53	0.00	9.53
Payment Number 1185232 Payment Date 01/12/24		Vendor 11736	SUPERIOR ROAD STRIPING INC					Status Issued	
11736	6356-PE06 FINAL		IX	101	01/03/24		46,153.61	0.00	46,153.61
		*** Payment Total					46,153.61	0.00	46,153.61
Payment Number 1185233 Payment Date 01/12/24		Vendor 10067	TERRACE SUPPLY CO					Status Issued	
10067	0001054700		IX	100	01/30/24		260.40	0.00	260.40

AP255 Date 01/12/24 Pay Group 1500 HWY STREETS & BRIDGES PAY GRP USD
Time 13:27 Bank Account Payment History

Payment Date Range 01/12/24 thru 01/12/24
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 1185233 Payment Date 01/12/24			Vendor 10067				TERRACE SUPPLY CO	Status Issued	
			*** Payment Total				260.40	0.00	260.40
Payment Number 1185234 Payment Date 01/12/24			Vendor 11933				ST FRANCIS PET CREMATORY &	Status Issued	
11933	87059		IX	100	01/30/24		330.00	0.00	330.00
			*** Payment Total				330.00	0.00	330.00
Payment Number 1185235 Payment Date 01/12/24			Vendor 10878				VERMEER-ILLINOIS INC	Status Issued	
10878	PL2681		IX	100	01/10/24		1,409.86	0.00	1,409.86
10878	PL2682		IX	100	01/10/24		76.68	0.00	76.68
			*** Payment Total				1,486.54	0.00	1,486.54
Payment Number 1185236 Payment Date 01/12/24			Vendor 10551				WELDSTAR CO	Status Issued	
10551	0002243486		IX	100	01/23/24		38.40	0.00	38.40
			*** Payment Total				38.40	0.00	38.40
		*** Payment Code CHK Total					82,648.16	0.00	82,648.16
		Payment Count					33		
		*** Cash Code 1414 Total					828,644.29	0.00	828,644.29
		Payment Count					37		
		*** Pay Group 1500 USD Total					828,644.29	0.00	828,644.29
		Payment Count					37		

AP255 Date: 01/12/24 JOB SUBMISSION PARAMETERS
Time: 13:27

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

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

Payment Date: 011224 - 011224
Payment Numbers: -
Payment Code:

Bank Account Payment History

Payment Date Range 01/12/24 thru 01/12/24
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 1185237 Payment Date 01/12/24		Vendor 30492	ALTORFER INDUSTRIES INC					Status Issued	
30492	P6AC008720		IX	100	01/03/24		10.44	0.00	10.44
30492	P6AC0088590		IX	100	12/31/23		26.80	0.00	26.80
30492	P6AC0088719		IX	100	01/03/24		222.55	0.00	222.55
		*** Payment Total					259.79	0.00	259.79
Payment Number 1185238 Payment Date 01/12/24		Vendor 10008	AT&T					Status Issued	
10008	0412203804		IX	100	12/01/23		1,470.56	0.00	1,470.56
10008	2040534809		IX	100	12/31/23		1,821.79	0.00	1,821.79
		*** Payment Total					3,292.35	0.00	3,292.35
Payment Number 1185239 Payment Date 01/12/24		Vendor 39115	DIRKSE, MICHAEL					Status Issued	
39115	EXP20231129		IX	100	01/03/24		61.35	0.00	61.35
		*** Payment Total					61.35	0.00	61.35
Payment Number 1185240 Payment Date 01/12/24		Vendor 43326	DUTTA, AMIT					Status Issued	
43326	P52531		IX	100	02/10/24		2,000.00	0.00	2,000.00
43326	T72956S		IX	100	02/10/24		2,200.00	0.00	2,200.00
		*** Payment Total					4,200.00	0.00	4,200.00
Payment Number 1185241 Payment Date 01/12/24		Vendor 10996	FIRST ENVIRONMENTAL LABS INC					Status Issued	
10996	180611		IX	100	01/26/24		225.00	0.00	225.00
		*** Payment Total					225.00	0.00	225.00
Payment Number 1185242 Payment Date 01/12/24		Vendor 43146	DELGADO, SALVADOR J.					Status Issued	
43146	8977		IX	100	01/06/24		225.00	0.00	225.00
		*** Payment Total					225.00	0.00	225.00
Payment Number 1185243 Payment Date 01/12/24		Vendor 17959	WINKLEBLECK, DAVE					Status Issued	
17959	EXP20231128		IX	100	12/28/23		61.35	0.00	61.35
		*** Payment Total					61.35	0.00	61.35
		*** Payment Code CHK Total					8,324.84	0.00	8,324.84
		Payment Count					7		
		*** Cash Code 1414 Total					8,324.84	0.00	8,324.84
		Payment Count					7		
		*** Pay Group 1600 USD Total					8,324.84	0.00	8,324.84
		Payment Count					7		

AP255 Date: 01/12/24 JOB SUBMISSION PARAMETERS
Time: 13:27

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

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

Payment Date: 011224 - 011224
Payment Numbers: -
Payment Code:

AP255 Date 01/12/24 Pay Group 2000 PUBLIC WORKS PAY GROUP USD Page 1
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Payment Date Range 01/12/24 thru 01/12/24
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 530635 Payment Date 01/12/24			Vendor 26753		AMAZON CAPITAL SERVICES			Status Issued	
26753	113R-GDR3-FMJG		IX	100	12/01/23		305.49	0.00	305.49
			*** Payment Total				305.49	0.00	305.49
Payment Number 530636 Payment Date 01/12/24			Vendor 10667		CDW GOVERNMENT INC			Status Issued	
10667	MB87312		IX	100	10/20/23		333.92	0.00	333.92
10667	MC49501		IX	100	10/21/23		42.38	0.00	42.38
10667	MK58059		IX	100	11/05/23		993.94	0.00	993.94
10667	ML96054		IX	100	11/10/23		89.85	0.00	89.85
10667	MM16262		IX	100	11/11/23		187.59	0.00	187.59
10667	NH62893		IX	100	12/29/23		181.44	0.00	181.44
			*** Payment Total				1,829.12	0.00	1,829.12
		*** Payment Code ACH Total					2,134.61	0.00	2,134.61
		Payment Count					2		

Payment Date Range 01/12/24 thru 01/12/24
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 1185244 Payment Date 01/12/24		Vendor 41480	AL WARREN OIL CO INC					Status Issued	
41480	W1620960		IX	100	02/07/24		21,368.16	0.00	21,368.16
			*** Payment Total				21,368.16	0.00	21,368.16
Payment Number 1185245 Payment Date 01/12/24		Vendor 10179	ANDERSON PEST SOLUTIONS					Status Issued	
10179	53627058		IX	100	12/05/23		82.60	0.00	82.60
10179	53627060		IX	100	12/05/23		64.90	0.00	64.90
10179	53627259		IX	100	12/05/23		75.60	0.00	75.60
10179	53628265		IX	100	12/05/23		70.30	0.00	70.30
			*** Payment Total				293.40	0.00	293.40
Payment Number 1185246 Payment Date 01/12/24		Vendor 10008	AT&T					Status Issued	
10008	630323067712 2023		IX	100	01/12/24		246.48	0.00	246.48
10008	630428315012 2023		IX	100	01/27/24		54.40	0.00	54.40
10008	630469658012 2023		IX	100	01/18/24		65.93	0.00	65.93
10008	630655095112 2023		IX	100	01/24/24		51.65	0.00	51.65
10008	630773995212 2023		IX	100	01/18/24		54.40	0.00	54.40
10008	630963644412 2023		IX	100	01/18/24		51.91	0.00	51.91
10008	630964720712 2023		IX	100	01/06/24		295.49	0.00	295.49
10008	630R17068412 2023		IX	100	01/15/24		640.92	0.00	640.92
			*** Payment Total				1,461.18	0.00	1,461.18
Payment Number 1185247 Payment Date 01/12/24		Vendor 39942	CHRISTOFANO EQUIPMENT CO., INC					Status Issued	
39942	W01724		IX	100	09/28/23		543.60	0.00	543.60
			*** Payment Total				543.60	0.00	543.60
Payment Number 1185248 Payment Date 01/12/24		Vendor 27603	CORE & MAIN LP					Status Issued	
27603	T479226		IX	100	09/28/23		1,250.00	0.00	1,250.00
			*** Payment Total				1,250.00	0.00	1,250.00
Payment Number 1185249 Payment Date 01/12/24		Vendor 10996	FIRST ENVIRONMENTAL LABS INC					Status Issued	
10996	179299		IX	100	11/19/23		230.10	0.00	230.10
			*** Payment Total				230.10	0.00	230.10
Payment Number 1185250 Payment Date 01/12/24		Vendor 38411	FOSTERS TEST LANE					Status Issued	
38411	44573		IX	100	10/05/23		345.00	0.00	345.00
38411	44698		IX	100	11/10/23		184.00	0.00	184.00
			*** Payment Total				529.00	0.00	529.00
Payment Number 1185251 Payment Date 01/12/24		Vendor 39465	GEAR & REPAIR, LLC					Status Issued	
39465	21815		IX	100	12/03/23		825.00	0.00	825.00
			*** Payment Total				825.00	0.00	825.00
Payment Number 1185252 Payment Date 01/12/24		Vendor 12234	HAWKINS INC					Status Issued	
12234	6603051		IX	100	11/14/23		40.00	0.00	40.00
12234	6604060		IX	100	11/14/23		10.00	0.00	10.00
12234	6625625		IX	100	12/15/23		40.00	0.00	40.00
12234	6626678		IX	100	12/15/23		10.00	0.00	10.00

Payment Date Range 01/12/24 thru 01/12/24
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 1185252 Payment Date 01/12/24			Vendor 12234				HAWKINS INC	Status Issued	
					*** Payment Total		100.00	0.00	100.00
Payment Number 1185253 Payment Date 01/12/24			Vendor 15050				JOSEPH J HENDERSON & SON INC	Status Issued	
15050	82243		IX	100	12/30/23		195,698.54	0.00	195,698.54
					*** Payment Total		195,698.54	0.00	195,698.54
Payment Number 1185254 Payment Date 01/12/24			Vendor 28501				KEMIRA WATER SOLUTIONS INC	Status Issued	
28501	9017813007		IX	100	01/03/24		7,578.08	0.00	7,578.08
					*** Payment Total		7,578.08	0.00	7,578.08
Payment Number 1185255 Payment Date 01/12/24			Vendor 20794				MIDWEST ENVIRONMENTAL	Status Issued	
20794	23-1002		IX	100	01/17/24		475.00	0.00	475.00
20794	23-1003		IX	100	01/17/24		495.00	0.00	495.00
					*** Payment Total		970.00	0.00	970.00
Payment Number 1185256 Payment Date 01/12/24			Vendor 11932				NCL OF WISCONSIN INC	Status Issued	
11932	494791		IX	100	11/25/23		207.93	0.00	207.93
11932	494820		IX	100	11/25/23		1,028.59	0.00	1,028.59
					*** Payment Total		1,236.52	0.00	1,236.52
Payment Number 1185257 Payment Date 01/12/24			Vendor 11761				PACE ANALYTICAL SERVICES INC	Status Issued	
11761	I9567313		IX	100	10/01/23		268.40	0.00	268.40
11761	I9568628		IX	100	10/20/23		296.80	0.00	296.80
					*** Payment Total		565.20	0.00	565.20
Payment Number 1185258 Payment Date 01/12/24			Vendor 10070				PACKEY WEBB FORD	Status Issued	
10070	C44489		IX	100	10/21/23		65.85	0.00	65.85
10070	C44850		IX	100	10/26/23		84.68	0.00	84.68
10070	C46301		IX	100	11/19/23		792.44	0.00	792.44
					*** Payment Total		942.97	0.00	942.97
Payment Number 1185259 Payment Date 01/12/24			Vendor 19699				PEREGRINE CORPORATION	Status Issued	
19699	542118		IX	100	01/18/24		467.62	0.00	467.62
					*** Payment Total		467.62	0.00	467.62
Payment Number 1185260 Payment Date 01/12/24			Vendor 11154				PORTER PIPE & SUPPLY	Status Issued	
11154	12677080-00		IX	100	11/22/23		189.87	0.00	189.87
11154	12677570-00		IX	100	11/23/23		38.75	0.00	38.75
					*** Payment Total		228.62	0.00	228.62
Payment Number 1185261 Payment Date 01/12/24			Vendor 12449				STEWART SPREADING INC	Status Issued	
12449	3659		IX	100	02/09/24		26,141.50	0.00	26,141.50
					*** Payment Total		26,141.50	0.00	26,141.50
Payment Number 1185262 Payment Date 01/12/24			Vendor 10067				TERRACE SUPPLY CO	Status Issued	
10067	0001052969		IX	100	11/30/23		88.35	0.00	88.35
10067	0071024720		IX	100	11/19/23		90.80	0.00	90.80

Payment Date Range 01/12/24 thru 01/12/24
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 1185262 Payment Date 01/12/24			Vendor 10067				TERRACE SUPPLY CO	Status Issued	
			*** Payment Total				179.15	0.00	179.15
Payment Number 1185263 Payment Date 01/12/24			Vendor 10797				THE SHERWIN WILLIAMS CO	Status Issued	
10797	3357-7		IX	100	01/05/24		106.49	0.00	106.49
			*** Payment Total				106.49	0.00	106.49
Payment Number 1185264 Payment Date 01/12/24			Vendor 11812				USA BLUEBOOK	Status Issued	
11812	INV00162054		IX	100	11/11/23		204.79	0.00	204.79
11812	INV00164659		IX	100	11/12/23		166.98	0.00	166.98
11812	INV00171361		IX	100	11/19/23		178.56	0.00	178.56
			*** Payment Total				550.33	0.00	550.33
Payment Number 1185265 Payment Date 01/12/24			Vendor 37581				FAVIA INVESTMENTS LTD	Status Issued	
37581	184467		IX	100	09/22/23		42.95	0.00	42.95
37581	184476		IX	100	09/22/23		40.05	0.00	40.05
37581	185479		IX	100	12/28/23		155.20	0.00	155.20
			*** Payment Total				238.20	0.00	238.20
Payment Number 1185266 Payment Date 01/12/24			Vendor 26490				VULCAN CONSTRUCTION MATERIALS	Status Issued	
26490	33449461		IX	100	01/14/24		1,292.02	0.00	1,292.02
			*** Payment Total				1,292.02	0.00	1,292.02
Payment Number 1185267 Payment Date 01/12/24			Vendor 11976				WASTEBOX INC	Status Issued	
11976	188737		IX	100	11/22/23		320.00	0.00	320.00
			*** Payment Total				320.00	0.00	320.00
Payment Number 1185268 Payment Date 01/12/24			Vendor 41413				WHITE CAP, L.P.	Status Issued	
41413	50024176239		IX	100	11/17/23		142.14	0.00	142.14
			*** Payment Total				142.14	0.00	142.14
Payment Number 1185269 Payment Date 01/12/24			Vendor 12637				WSG & SOLUTIONS, INC	Status Issued	
12637	010249		IX	100	12/29/23		3,925.00	0.00	3,925.00
			*** Payment Total				3,925.00	0.00	3,925.00
		*** Payment Code CHK Total					267,182.82	0.00	267,182.82
			Payment Count				26		
		*** Cash Code 1414 Total					269,317.43	0.00	269,317.43
			Payment Count				28		
	*** Pay Group 2000 USD Total						269,317.43	0.00	269,317.43
			Payment Count				28		

AP255 Date: 01/12/24 JOB SUBMISSION PARAMETERS
Time: 13:27

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

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

Payment Date: 011224 - 011224
Payment Numbers: -
Payment Code:

AP255 Date 01/12/24 Pay Group 5000 DUPAGE COUNTY GRANTS PAY GROUP USD Page 1
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Payment Date Range 01/12/24 thru 01/12/24
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 530637 Payment Date 01/12/24			Vendor 40925		875 CORP			Status Issued	
40925	01092024		IX	103	02/08/24		9,750.00	0.00	9,750.00
			*** Payment Total				9,750.00	0.00	9,750.00
Payment Number 530638 Payment Date 01/12/24			Vendor 22549		CARNATE, AUDREY			Status Issued	
22549	TRV20231101		IX	202	01/02/24		121.82	0.00	121.82
			*** Payment Total				121.82	0.00	121.82
Payment Number 530639 Payment Date 01/12/24			Vendor 17853		CATHER, JANET			Status Issued	
17853	MIL20231204		IX	202	01/10/24		26.07	0.00	26.07
			*** Payment Total				26.07	0.00	26.07
Payment Number 530640 Payment Date 01/12/24			Vendor 28463		CATHOLIC CHARITIES OF THE ARCH			Status Issued	
28463	CD23-06#2		IX	103	02/09/24		19,583.25	0.00	19,583.25
28463	ES23-02#4		IX	103	02/09/24		3,741.78	0.00	3,741.78
			*** Payment Total				23,325.03	0.00	23,325.03
Payment Number 530641 Payment Date 01/12/24			Vendor 29280		DAVIS, ANNIE MARIE			Status Issued	
29280	EXP20231209		IX	105	01/08/24		284.78	0.00	284.78
29280	TRV20231218		IX	105	01/17/24		8.94	0.00	8.94
			*** Payment Total				293.72	0.00	293.72
Payment Number 530642 Payment Date 01/12/24			Vendor 32854		DUARTE, NATALIE			Status Issued	
32854	MIL20231205		IX	202	01/10/24		117.64	0.00	117.64
			*** Payment Total				117.64	0.00	117.64
Payment Number 530643 Payment Date 01/12/24			Vendor 23461		DUPAGE COUNTY COMMUNITY			Status Issued	
23461	CSBG-23-2012		IX	101	01/10/24		645.38	0.00	645.38
			*** Payment Total				645.38	0.00	645.38
Payment Number 530644 Payment Date 01/12/24			Vendor 10652		DUPAGE PADS INC			Status Issued	
10652	HM20-04B#24		IX	103	02/07/24		10,972.33	0.00	10,972.33
			*** Payment Total				10,972.33	0.00	10,972.33
Payment Number 530645 Payment Date 01/12/24			Vendor 14161		GRAHAM, KELLY			Status Issued	
14161	121723-122323.ARI		IX	208	01/05/24		270.00	0.00	270.00
			*** Payment Total				270.00	0.00	270.00
Payment Number 530646 Payment Date 01/12/24			Vendor 24646		JIARDINA, CHRISTINA			Status Issued	
24646	TRV20231213		IX	202	01/08/24		40.09	0.00	40.09
			*** Payment Total				40.09	0.00	40.09
Payment Number 530647 Payment Date 01/12/24			Vendor 19893		SCARPACE, REGINA			Status Issued	
19893	TRV20231201		IX	202	01/08/24		239.01	0.00	239.01
			*** Payment Total				239.01	0.00	239.01
Payment Number 530648 Payment Date 01/12/24			Vendor 28258		SINGER, MICHELLE			Status Issued	
28258	MIL20231205		IX	202	01/10/24		28.03	0.00	28.03

AP255 Date 01/12/24 Pay Group 5000 DUPAGE COUNTY GRANTS PAY GROUP USD Page 2
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Payment Date Range 01/12/24 thru 01/12/24
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 530648 Payment Date 01/12/24			Vendor 28258		SINGER, MICHELLE			Status Issued	
			*** Payment Total				28.03	0.00	28.03
Payment Number 530649 Payment Date 01/12/24			Vendor 30640		WASHINGTON, DE'ANDREA			Status Issued	
30640	MIL20231106		IX	202	01/08/24		175.15	0.00	175.15
			*** Payment Total				175.15	0.00	175.15
		*** Payment Code ACH Total					46,004.27	0.00	46,004.27
			Payment Count				13		

AP255 Date 01/12/24 Pay Group 5000 DUPAGE COUNTY GRANTS PAY GROUP USD
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Payment Date Range 01/12/24 thru 01/12/24
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 1185270 Payment Date 01/12/24		Vendor 40972	2525 CABOT DRIVE LLC					Status Issued	
40972	112024		IX	105	01/31/24		36.00	0.00	36.00
			*** Payment Total				36.00	0.00	36.00
Payment Number 1185271 Payment Date 01/12/24		Vendor 11660	4IMPRINT INC					Status Issued	
11660	26367667		IX	101	01/05/24		5,976.20	0.00	5,976.20
			*** Payment Total				5,976.20	0.00	5,976.20
Payment Number 1185272 Payment Date 01/12/24		Vendor 10671	ALPHAGRAPHICS					Status Issued	
10671	176402		IX	202	12/22/23		59.25	0.00	59.25
			*** Payment Total				59.25	0.00	59.25
Payment Number 1185273 Payment Date 01/12/24		Vendor 20273	AVANATH NAPERVILLE LLC					Status Issued	
20273	DHS-24-2020		IX	209	01/10/24		1,130.00	0.00	1,130.00
			*** Payment Total				1,130.00	0.00	1,130.00
Payment Number 1185274 Payment Date 01/12/24		Vendor 26267	BOATRIGHT, LISA					Status Issued	
26267	MIL20231205		IX	202	01/10/24		152.48	0.00	152.48
			*** Payment Total				152.48	0.00	152.48
Payment Number 1185275 Payment Date 01/12/24		Vendor 39547	BUSYBEE LANDSCAPING					Status Issued	
39547	2563		IX	202	12/31/23		31.50	0.00	31.50
			*** Payment Total				31.50	0.00	31.50
Payment Number 1185276 Payment Date 01/12/24		Vendor 41879	CENTRAL STATES SER					Status Issued	
41879	PO#6456-1123		IX	105	01/14/24		16,436.81	0.00	16,436.81
			*** Payment Total				16,436.81	0.00	16,436.81
Payment Number 1185277 Payment Date 01/12/24		Vendor 10959	CITY OF NAPERVILLE					Status Issued	
10959	222182		IX	101	01/10/24		19,726.00	0.00	19,726.00
			*** Payment Total				19,726.00	0.00	19,726.00
Payment Number 1185278 Payment Date 01/12/24		Vendor 10023	COM ED - LIHEAP PAYMENTS					Status Issued	
10023	222183		IX	101	01/10/24		2,080.00	0.00	2,080.00
			*** Payment Total				2,080.00	0.00	2,080.00
Payment Number 1185279 Payment Date 01/12/24		Vendor 10023	COM ED - LIHEAP PAYMENTS					Status Issued	
10023	222184		IX	101	01/10/24		118,586.00	0.00	118,586.00
			*** Payment Total				118,586.00	0.00	118,586.00
Payment Number 1185280 Payment Date 01/12/24		Vendor 11944	COMFORT KEEPERS					Status Issued	
11944	34234		IX	101	10/11/23		277.64	0.00	277.64
11944	34396		IX	101	10/25/23		170.00	0.00	170.00
11944	34468		IX	101	11/01/23		155.82	0.00	155.82
			*** Payment Total				603.46	0.00	603.46
Payment Number 1185281 Payment Date 01/12/24		Vendor 43323	FAKO, SUCRIJA					Status Issued	
43323	DHS-24-2007		IX	209	01/18/24		3,510.00	0.00	3,510.00

AP255 Date 01/12/24 Pay Group 5000 DUPAGE COUNTY GRANTS PAY GROUP USD
Time 13:28 Bank Account Payment History

Payment Date Range 01/12/24 thru 01/12/24
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 1185281 Payment Date 01/12/24			Vendor 43323				FAKO, SUCRIJA	Status Issued	
			*** Payment Total				3,510.00	0.00	3,510.00
Payment Number 1185282 Payment Date 01/12/24			Vendor 43323				FAKO, SUCRIJA	Status Issued	
43323	DHS-24-2008		IX	209	01/18/24		1,170.00	0.00	1,170.00
			*** Payment Total				1,170.00	0.00	1,170.00
Payment Number 1185283 Payment Date 01/12/24			Vendor 11196				FEDEX	Status Issued	
11196	8-361-23843		IX	103	01/26/24		7.80	0.00	7.80
			*** Payment Total				7.80	0.00	7.80
Payment Number 1185284 Payment Date 01/12/24			Vendor 41028				FULTON, SARA	Status Issued	
41028	MIL20231201		IX	202	01/10/24		202.33	0.00	202.33
			*** Payment Total				202.33	0.00	202.33
Payment Number 1185285 Payment Date 01/12/24			Vendor 17574				GENTRY MANOR LLC	Status Issued	
17574	DHS-24-2022		IX	209	02/08/24		1,792.50	0.00	1,792.50
			*** Payment Total				1,792.50	0.00	1,792.50
Payment Number 1185286 Payment Date 01/12/24			Vendor 38591				GREGG, MACKENZIE	Status Issued	
38591	MIL20231206		IX	202	01/10/24		119.08	0.00	119.08
			*** Payment Total				119.08	0.00	119.08
Payment Number 1185287 Payment Date 01/12/24			Vendor 10443				INFORM USA	Status Issued	
10443	3-10309R		IX	101	02/02/24		1,100.00	0.00	1,100.00
			*** Payment Total				1,100.00	0.00	1,100.00
Payment Number 1185288 Payment Date 01/12/24			Vendor 43320				JOB, THRESIAMMA P.	Status Issued	
43320	DHS-24-2021		IX	209	02/04/24		3,600.00	0.00	3,600.00
			*** Payment Total				3,600.00	0.00	3,600.00
Payment Number 1185289 Payment Date 01/12/24			Vendor 18849				KAGE, VIVIAN	Status Issued	
18849	MIL20231201		IX	202	01/08/24		173.15	0.00	173.15
			*** Payment Total				173.15	0.00	173.15
Payment Number 1185290 Payment Date 01/12/24			Vendor 27655				KHAN, ASIF ALI	Status Issued	
27655	DHS-24-1990		IX	209	01/11/24		2,500.00	0.00	2,500.00
			*** Payment Total				2,500.00	0.00	2,500.00
Payment Number 1185291 Payment Date 01/12/24			Vendor 29993				LAWS, MERCEDES A	Status Issued	
29993	122823 010524		IX	202	01/10/24		774.27	0.00	774.27
			*** Payment Total				774.27	0.00	774.27
Payment Number 1185292 Payment Date 01/12/24			Vendor 39669				LE, JANA	Status Issued	
39669	TRV20231102		IX	202	01/02/24		48.70	0.00	48.70
			*** Payment Total				48.70	0.00	48.70
Payment Number 1185293 Payment Date 01/12/24			Vendor 32022				MUSGRAVE, SYDNEY M.	Status Issued	
32022	MIL20231101		IX	202	12/01/23		41.27	0.00	41.27

AP255 Date 01/12/24 Pay Group 5000 DUPAGE COUNTY GRANTS PAY GROUP USD Page 5
Time 13:28 Bank Account Payment History

Payment Date Range 01/12/24 thru 01/12/24
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 1185293 Payment Date 01/12/24		Vendor 32022				MUSGRAVE, SYDNEY M.	Status Issued	
				*** Payment Total		41.27	0.00	41.27
Payment Number 1185294 Payment Date 01/12/24		Vendor 10913				NACCED	Status Issued	
10913	200001418		IX 103	02/07/24		450.00	0.00	450.00
				*** Payment Total		450.00	0.00	450.00
Payment Number 1185295 Payment Date 01/12/24		Vendor 31260				BESTER, JAMES	Status Issued	
31260	9-010324		IX 101	02/02/24		100.00	0.00	100.00
				*** Payment Total		100.00	0.00	100.00
Payment Number 1185296 Payment Date 01/12/24		Vendor 10184				SERENITY HOUSE COUNSELING	Status Issued	
10184	02207544		IX 104	01/05/24		500.00	0.00	500.00
				*** Payment Total		500.00	0.00	500.00
Payment Number 1185297 Payment Date 01/12/24		Vendor 10068				WAREHOUSE DIRECT, INC.	Status Issued	
10068	5629659-0		IX 101	01/11/24		137.16	0.00	137.16
				*** Payment Total		137.16	0.00	137.16
				*** Payment Code CHK Total		181,043.96	0.00	181,043.96
				Payment Count		28		
				*** Cash Code 1414 Total		227,048.23	0.00	227,048.23
				Payment Count		41		
				*** Pay Group 5000 USD Total		227,048.23	0.00	227,048.23
				Payment Count		41		

AP255 Date: 01/12/24 JOB SUBMISSION PARAMETERS
Time: 13:28

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

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

Payment Date: 011224 - 011224
Payment Numbers: -
Payment Code:

Bank Account Payment History

AP255 Date 01/12/24 Pay Group 6000 CAPITAL PROJECTS PAY GROUP USD Page 1
Time 13:28 Bank Account Payment History

Payment Date Range 01/12/24 thru 01/12/24
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 530650 Payment Date 01/12/24		Vendor 13295			CDM SMITH INC			Status Issued	
13295	90193965	IX 100			01/11/24		18,749.04	0.00	18,749.04
		*** Payment Total					18,749.04	0.00	18,749.04
		*** Payment Code ACH Total					18,749.04	0.00	18,749.04
		Payment Count					1		

Payment Date Range 01/12/24 thru 01/12/24
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 1185298 Payment Date 01/12/24 Vendor 43307 DBHMS Status Issued									
43307	21953		IX	100	12/22/23		450.00	0.00	450.00
			*** Payment Total				450.00	0.00	450.00
Payment Number 1185299 Payment Date 01/12/24 Vendor 33093 DYNAMIC INDUSTRIAL SERVICES Status Issued									
33093	1178		IX	100	12/28/23		46,000.00	0.00	46,000.00
			*** Payment Total				46,000.00	0.00	46,000.00
Payment Number 1185300 Payment Date 01/12/24 Vendor 41893 ONACTUATE CONSULTING U.S. INC Status Issued									
41893	S.INV.NOV2023.20		IX	100	01/18/24		31,357.50	0.00	31,357.50
			*** Payment Total				31,357.50	0.00	31,357.50
		*** Payment Code CHK Total					77,807.50	0.00	77,807.50
			Payment Count				3		
		*** Cash Code 1414 Total					96,556.54	0.00	96,556.54
			Payment Count				4		
		*** Pay Group 6000 USD Total					96,556.54	0.00	96,556.54
			Payment Count				4		

AP255 Date: 01/12/24 JOB SUBMISSION PARAMETERS
Time: 13:28

User Name: DP\FNDMD
Job Name: PMTHISTORY
Step Nbr: 12

Pay Group: 7000
Cash Code: 1414 Class C Accounts Payable

Payment Date: 011224 - 011224
Payment Numbers: -
Payment Code:

Bank Account Payment History

Payment Date Range 01/12/24 thru 01/12/24
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 1185301 Payment Date 01/12/24		Vendor 11855			U S BANK			Status Issued	
11855	7170320	IX 222			01/21/24		550.00	0.00	550.00
		*** Payment Total					550.00	0.00	550.00
		*** Payment Code CHK Total					550.00	0.00	550.00
		Payment Count					1		
		*** Cash Code 1414 Total					550.00	0.00	550.00
		Payment Count					1		
		*** Pay Group 7000 USD Total					550.00	0.00	550.00
		Payment Count					1		

Payment of Claims

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

File #: 24-0420 **Agenda Date:** 1/23/2024 **Agenda #:** 8.E.

AP255 Date: 01/17/24 JOB SUBMISSION PARAMETERS
Time: 15:56

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

Pay Group: 5000
Cash Code: 3910 Class C Account

Payment Date: 011724 - 011724
Payment Numbers: -
Payment Code: AUT Auto Debit

AP255 Date 01/17/24 Pay Group 5000 DUPAGE COUNTY GRANTS PAY GROUP USD Page 1
Time 15:56 Bank Account Payment History

Payment Date Range 01/17/24 thru 01/17/24
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 1040013 Payment Date 01/17/24			Vendor 10023				COMMONWEALTH EDISON COMPANY		Status Issued
10023 1040013				200	01/17/24		20,402.70	0.00	20,402.70
			*** Payment Total				20,402.70	0.00	20,402.70
Payment Number 1040014 Payment Date 01/17/24			Vendor 10057				NICOR GAS		Status Issued
10057 1040014				200	01/17/24		6,683.00	0.00	6,683.00
			*** Payment Total				6,683.00	0.00	6,683.00
		*** Payment Code AUT Total					27,085.70	0.00	27,085.70
			Payment Count				2		
		*** Cash Code 3910 Total					27,085.70	0.00	27,085.70
			Payment Count				2		
		*** Pay Group 5000 USD Total					27,085.70	0.00	27,085.70
			Payment Count				2		

Payment of Claims

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

File #: 24-0426 **Agenda Date:** 1/23/2024 **Agenda #:** 8.F.

AP255 Date: 01/18/24 JOB SUBMISSION PARAMETERS
Time: 11:28

User Name: DP\FNDMD
Job Name: AP255-2000
Step Nbr: 1

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

Payment Date: 011724 - 011724
Payment Numbers: -
Payment Code:

Bank Account Payment History

Payment Date Range 01/17/24 thru 01/17/24
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 1185302 Payment Date 01/17/24			Vendor 25209		AGNER, JEFF			Status Issued	
25209	172727-21010103_1223			100	01/17/24		14.93	0.00	14.93
			*** Payment Total				14.93	0.00	14.93
Payment Number 1185303 Payment Date 01/17/24			Vendor 43292		ANASINSKI, GRAZYNA & ANDRZEJ			Status Issued	
43292	176054-30506086_1223			100	01/17/24		28.32	0.00	28.32
			*** Payment Total				28.32	0.00	28.32
Payment Number 1185304 Payment Date 01/17/24			Vendor 43273		ANDREWS, JAMES			Status Issued	
43273	156520-21000292_1223			100	01/17/24		17.94	0.00	17.94
			*** Payment Total				17.94	0.00	17.94
Payment Number 1185305 Payment Date 01/17/24			Vendor 43248		ANTONIC, PETAR			Status Issued	
43248	123823-16521662_1223			100	01/17/24		156.73	0.00	156.73
			*** Payment Total				156.73	0.00	156.73
Payment Number 1185306 Payment Date 01/17/24			Vendor 43227		ARMIA, JOSEPH			Status Issued	
43227	105671-12008429_1223			100	01/17/24		13.80	0.00	13.80
			*** Payment Total				13.80	0.00	13.80
Payment Number 1185307 Payment Date 01/17/24			Vendor 43233		AUMANN, AMY			Status Issued	
43233	110266-15100425_1223			100	01/17/24		59.72	0.00	59.72
			*** Payment Total				59.72	0.00	59.72
Payment Number 1185308 Payment Date 01/17/24			Vendor 43296		BALDINO, JOSEPH			Status Issued	
43296	195356-43014738_1223			100	01/17/24		8.19	0.00	8.19
			*** Payment Total				8.19	0.00	8.19
Payment Number 1185309 Payment Date 01/17/24			Vendor 43261		BANDYK, NATALIE			Status Issued	
43261	142867-16530233_1223			100	01/17/24		22.92	0.00	22.92
			*** Payment Total				22.92	0.00	22.92
Payment Number 1185310 Payment Date 01/17/24			Vendor 42901		BEESLEY, CHERYL			Status Issued	
42901	162348-21003245_1223			100	01/17/24		124.30	0.00	124.30
			*** Payment Total				124.30	0.00	124.30
Payment Number 1185311 Payment Date 01/17/24			Vendor 43230		BELLOW, CHARLES			Status Issued	
43230	107828-14100311_1223			100	01/17/24		68.87	0.00	68.87
			*** Payment Total				68.87	0.00	68.87
Payment Number 1185312 Payment Date 01/17/24			Vendor 43260		BERANEK, JAMES			Status Issued	
43260	142424-16529940_1223			100	01/17/24		26.81	0.00	26.81
			*** Payment Total				26.81	0.00	26.81
Payment Number 1185313 Payment Date 01/17/24			Vendor 43279		BERGMARK, DAVID R.			Status Issued	
43279	162051-21003100_1223			100	01/17/24		14.93	0.00	14.93
			*** Payment Total				14.93	0.00	14.93
Payment Number 1185314 Payment Date 01/17/24			Vendor 43229		BROICH, AMY			Status Issued	

Payment Date Range 01/17/24 thru 01/17/24
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 1185314 Payment Date 01/17/24		Vendor 43229			BROICH, AMY			Status Issued	
43229	105930-12008502_1223			100	01/17/24		87.88	0.00	87.88
				*** Payment Total			87.88	0.00	87.88
Payment Number 1185315 Payment Date 01/17/24		Vendor 43299			CAVANAUGH, MATT			Status Issued	
43299	194138-44415161_1223			100	01/17/24		107.24	0.00	107.24
				*** Payment Total			107.24	0.00	107.24
Payment Number 1185316 Payment Date 01/17/24		Vendor 43218			CHAUDHARI, KINJAL KADAKIA &			Status Issued	
43218	145729-16531785_1223			100	01/17/24		94.20	0.00	94.20
				*** Payment Total			94.20	0.00	94.20
Payment Number 1185317 Payment Date 01/17/24		Vendor 43293			CHRISTENSEN, KEITH			Status Issued	
43293	176059-30506090_1223			100	01/17/24		9.33	0.00	9.33
				*** Payment Total			9.33	0.00	9.33
Payment Number 1185318 Payment Date 01/17/24		Vendor 43282			COSTENTINO, KAREN			Status Issued	
43282	163456-21003904_1223			100	01/17/24		44.79	0.00	44.79
				*** Payment Total			44.79	0.00	44.79
Payment Number 1185319 Payment Date 01/17/24		Vendor 43239			CULLINA, DEBORAH L			Status Issued	
43239	116715-15519065_1223			100	01/17/24		15.56	0.00	15.56
				*** Payment Total			15.56	0.00	15.56
Payment Number 1185320 Payment Date 01/17/24		Vendor 43267			DALY, LISA			Status Issued	
43267	150886-17506185_1223			100	01/17/24		58.15	0.00	58.15
				*** Payment Total			58.15	0.00	58.15
Payment Number 1185321 Payment Date 01/17/24		Vendor 43253			DAWSON, DAVID			Status Issued	
43253	132417-16525350_1223			100	01/17/24		66.07	0.00	66.07
				*** Payment Total			66.07	0.00	66.07
Payment Number 1185322 Payment Date 01/17/24		Vendor 43256			DIFIGLIO, PAUL			Status Issued	
43256	136733-16527210_1223			100	01/17/24		61.82	0.00	61.82
				*** Payment Total			61.82	0.00	61.82
Payment Number 1185323 Payment Date 01/17/24		Vendor 43221			DOBBERTIN, TOM & BETH			Status Issued	
43221	130681-16524627_1223			100	01/17/24		77.38	0.00	77.38
43221	197930-16522818_1223			100	01/17/24		53.62	0.00	53.62
				*** Payment Total			131.00	0.00	131.00
Payment Number 1185324 Payment Date 01/17/24		Vendor 43235			ESPOSITO, GINO			Status Issued	
43235	196035-15516780_1223			100	01/17/24		95.95	0.00	95.95
				*** Payment Total			95.95	0.00	95.95
Payment Number 1185325 Payment Date 01/17/24		Vendor 43290			FLYNN, DENNIS & PAMELA			Status Issued	
43290	172178-21008008_1223			100	01/17/24		44.79	0.00	44.79
				*** Payment Total			44.79	0.00	44.79

Payment Date Range 01/17/24 thru 01/17/24
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 1185326 Payment Date 01/17/24		Vendor 43250	GERLACH, WOLFGANG				Status Issued		
43250	127406-16523334_1223			100	01/17/24		79.88	0.00	79.88
				*** Payment Total			79.88	0.00	79.88
Payment Number 1185327 Payment Date 01/17/24		Vendor 16404	GRANDVIEW CAPITAL LLC				Status Issued		
16404	197959-21001893_1223			100	01/17/24		79.51	0.00	79.51
				*** Payment Total			79.51	0.00	79.51
Payment Number 1185328 Payment Date 01/17/24		Vendor 43288	HAGENSICK, MARJORIE				Status Issued		
43288	167331-21005584_1223			100	01/17/24		256.24	0.00	256.24
				*** Payment Total			256.24	0.00	256.24
Payment Number 1185329 Payment Date 01/17/24		Vendor 43223	HEINTZ, EDWARD				Status Issued		
43223	103230-11507306_1223			100	01/17/24		218.35	0.00	218.35
				*** Payment Total			218.35	0.00	218.35
Payment Number 1185330 Payment Date 01/17/24		Vendor 43222	HOCHSTEDT, ROSS A				Status Issued		
43222	134690-16526302_1223			100	01/17/24		63.08	0.00	63.08
				*** Payment Total			63.08	0.00	63.08
Payment Number 1185331 Payment Date 01/17/24		Vendor 43254	HOLT, RONALD				Status Issued		
43254	136503-16527094_1223			100	01/17/24		45.84	0.00	45.84
				*** Payment Total			45.84	0.00	45.84
Payment Number 1185332 Payment Date 01/17/24		Vendor 43295	HYLAND, THOMAS & CONNIE				Status Issued		
43295	192702-43014730_1223			100	01/17/24		92.37	0.00	92.37
				*** Payment Total			92.37	0.00	92.37
Payment Number 1185333 Payment Date 01/17/24		Vendor 43219	I-57 MCKINLEY LIMITED PART				Status Issued		
43219	173626-30504573_1223			100	01/17/24		463.20	0.00	463.20
				*** Payment Total			463.20	0.00	463.20
Payment Number 1185334 Payment Date 01/17/24		Vendor 43287	JACOBAZZI, JANETTE				Status Issued		
43287	167037-21005422_1223			100	01/17/24		17.36	0.00	17.36
				*** Payment Total			17.36	0.00	17.36
Payment Number 1185335 Payment Date 01/17/24		Vendor 31723	JOHNSON, EDWARD				Status Issued		
31723	197094-21001067_1223			100	01/17/24		14.93	0.00	14.93
				*** Payment Total			14.93	0.00	14.93
Payment Number 1185336 Payment Date 01/17/24		Vendor 43240	JONES, JANET D				Status Issued		
43240	117372-15519285_1223			100	01/17/24		12.78	0.00	12.78
				*** Payment Total			12.78	0.00	12.78
Payment Number 1185337 Payment Date 01/17/24		Vendor 43272	JOTAUTAS, DIANA				Status Issued		
43272	198394-21000245_1223			100	01/17/24		33.76	0.00	33.76
				*** Payment Total			33.76	0.00	33.76
Payment Number 1185338 Payment Date 01/17/24		Vendor 43285	KANDIKKATLA, SACHIN				Status Issued		

Payment Date Range 01/17/24 thru 01/17/24
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 1185338 Payment Date 01/17/24			Vendor 43285		KANDIKKATLA, SACHIN			Status Issued	
43285	165205-21004654_1223			100	01/17/24		29.86	0.00	29.86
				*** Payment Total			29.86	0.00	29.86
Payment Number 1185339 Payment Date 01/17/24			Vendor 43220		KARLYN JOINT VENTURE/LEE &			Status Issued	
43220	173737-30504619_1223			100	01/17/24		90.73	0.00	90.73
				*** Payment Total			90.73	0.00	90.73
Payment Number 1185340 Payment Date 01/17/24			Vendor 43246		KEHR, THOMAS & GLEANN			Status Issued	
43246	123525-16521513_1223			100	01/17/24		150.87	0.00	150.87
				*** Payment Total			150.87	0.00	150.87
Payment Number 1185341 Payment Date 01/17/24			Vendor 22020		KENDALL PARTNERS			Status Issued	
22020	198002-18803505_1223			100	01/17/24		87.88	0.00	87.88
				*** Payment Total			87.88	0.00	87.88
Payment Number 1185342 Payment Date 01/17/24			Vendor 43283		KIM, YUNE			Status Issued	
43283	164297-21004184_1223			100	01/17/24		62.15	0.00	62.15
				*** Payment Total			62.15	0.00	62.15
Payment Number 1185343 Payment Date 01/17/24			Vendor 43242		KINSLEY, ALLEN			Status Issued	
43242	119917-15520125_1223			100	01/17/24		16.57	0.00	16.57
				*** Payment Total			16.57	0.00	16.57
Payment Number 1185344 Payment Date 01/17/24			Vendor 43225		KOTLICKY, FRANKLIN			Status Issued	
43225	104447-12007842_1223			100	01/17/24		9.28	0.00	9.28
				*** Payment Total			9.28	0.00	9.28
Payment Number 1185345 Payment Date 01/17/24			Vendor 43276		KULILOWSKI, ANDRZEJ & CELIA			Status Issued	
43276	157041-21000594_1223			100	01/17/24		315.76	0.00	315.76
				*** Payment Total			315.76	0.00	315.76
Payment Number 1185346 Payment Date 01/17/24			Vendor 43263		KURTH, DALE			Status Issued	
43263	144821-16531283_1223			100	01/17/24		77.96	0.00	77.96
				*** Payment Total			77.96	0.00	77.96
Payment Number 1185347 Payment Date 01/17/24			Vendor 43284		KUZMA, ZYDRUNAS			Status Issued	
43284	164920-21004506_1223			100	01/17/24		8.85	0.00	8.85
				*** Payment Total			8.85	0.00	8.85
Payment Number 1185348 Payment Date 01/17/24			Vendor 43236		LAGVANKAR, ALKA A			Status Issued	
43236	112888-15517361_1223			100	01/17/24		115.59	0.00	115.59
				*** Payment Total			115.59	0.00	115.59
Payment Number 1185349 Payment Date 01/17/24			Vendor 43275		LETOURNEAU, JOHN			Status Issued	
43275	156911-21000521_1223			100	01/17/24		33.76	0.00	33.76
				*** Payment Total			33.76	0.00	33.76
Payment Number 1185350 Payment Date 01/17/24			Vendor 43237		LINLEY, CATHY			Status Issued	

Payment Date Range 01/17/24 thru 01/17/24
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 1185350 Payment Date 01/17/24		Vendor 43237	LINLEY, CATHY					Status Issued	
43237	116438-15518982_1223			100	01/17/24		89.99	0.00	89.99
				*** Payment Total			89.99	0.00	89.99
Payment Number 1185351 Payment Date 01/17/24		Vendor 43266	LIU, SHIN					Status Issued	
43266	149557-17502431_1223			100	01/17/24		75.08	0.00	75.08
				*** Payment Total			75.08	0.00	75.08
Payment Number 1185352 Payment Date 01/17/24		Vendor 43238	LUCY BANKS, EULONDE					Status Issued	
43238	116506-15519003_1223			100	01/17/24		42.79	0.00	42.79
				*** Payment Total			42.79	0.00	42.79
Payment Number 1185353 Payment Date 01/17/24		Vendor 43241	MALTESE, NICOLE L					Status Issued	
43241	118731-15519700_1223			100	01/17/24		19.45	0.00	19.45
				*** Payment Total			19.45	0.00	19.45
Payment Number 1185354 Payment Date 01/17/24		Vendor 43244	MANDROGO, MARIA					Status Issued	
43244	121038-15520500_1223			100	01/17/24		27.17	0.00	27.17
				*** Payment Total			27.17	0.00	27.17
Payment Number 1185355 Payment Date 01/17/24		Vendor 43249	MARBACH, MICHAEL					Status Issued	
43249	126067-16522787_1223			100	01/17/24		53.62	0.00	53.62
				*** Payment Total			53.62	0.00	53.62
Payment Number 1185356 Payment Date 01/17/24		Vendor 43271	MATTHEIS, DIRK & MELODY					Status Issued	
43271	155893-19909048_1223			100	01/17/24		87.88	0.00	87.88
				*** Payment Total			87.88	0.00	87.88
Payment Number 1185357 Payment Date 01/17/24		Vendor 43243	MCGOVERN, SHERRY					Status Issued	
43243	120681-15520353_1223			100	01/17/24		33.34	0.00	33.34
				*** Payment Total			33.34	0.00	33.34
Payment Number 1185358 Payment Date 01/17/24		Vendor 43232	MCKENZIE, CRAIG & DONNA					Status Issued	
43232	109304-15001687_1223			100	01/17/24		106.94	0.00	106.94
				*** Payment Total			106.94	0.00	106.94
Payment Number 1185359 Payment Date 01/17/24		Vendor 43251	MDW PROPERTIES LLC					Status Issued	
43251	128256-16523680_1223			100	01/17/24		15.14	0.00	15.14
				*** Payment Total			15.14	0.00	15.14
Payment Number 1185360 Payment Date 01/17/24		Vendor 43265	MIKLOS, JORI					Status Issued	
43265	146742-16800191_1223			100	01/17/24		47.22	0.00	47.22
				*** Payment Total			47.22	0.00	47.22
Payment Number 1185361 Payment Date 01/17/24		Vendor 43270	MOHYUDDIN, TAHIR					Status Issued	
43270	155347-19504459_1223			100	01/17/24		26.77	0.00	26.77
				*** Payment Total			26.77	0.00	26.77
Payment Number 1185362 Payment Date 01/17/24		Vendor 43247	NABERHAUS, HALLIE					Status Issued	

Payment Date Range 01/17/24 thru 01/17/24
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 1185362 Payment Date 01/17/24			Vendor 43247		NABERHAUS, HALLIE			Status Issued	
43247	123744-16521625_1223			100	01/17/24		46.26	0.00	46.26
				*** Payment Total			46.26	0.00	46.26
Payment Number 1185363 Payment Date 01/17/24			Vendor 43289		NORTON, DON			Status Issued	
43289	169958-21007050_1223			100	01/17/24		14.93	0.00	14.93
				*** Payment Total			14.93	0.00	14.93
Payment Number 1185364 Payment Date 01/17/24			Vendor 43257		NOTO, TONY			Status Issued	
43257	138352-16527909_1223			100	01/17/24		15.14	0.00	15.14
				*** Payment Total			15.14	0.00	15.14
Payment Number 1185365 Payment Date 01/17/24			Vendor 43255		O'KEEFE, DANIEL			Status Issued	
43255	136616-16527150_1223			100	01/17/24		132.78	0.00	132.78
				*** Payment Total			132.78	0.00	132.78
Payment Number 1185366 Payment Date 01/17/24			Vendor 43258		OLANO, ANNA MARIE			Status Issued	
43258	139543-16528479_1223			100	01/17/24		61.82	0.00	61.82
				*** Payment Total			61.82	0.00	61.82
Payment Number 1185367 Payment Date 01/17/24			Vendor 43297		ORLITA, FRANK & TINA			Status Issued	
43297	192726-43014739_1223			100	01/17/24		55.00	0.00	55.00
				*** Payment Total			55.00	0.00	55.00
Payment Number 1185368 Payment Date 01/17/24			Vendor 43281		PANTALEO, TERESE			Status Issued	
43281	163353-21003857_1223			100	01/17/24		47.22	0.00	47.22
				*** Payment Total			47.22	0.00	47.22
Payment Number 1185369 Payment Date 01/17/24			Vendor 43226		PERRINS, STEVEN			Status Issued	
43226	104778-12008040_1223			100	01/17/24		55.00	0.00	55.00
				*** Payment Total			55.00	0.00	55.00
Payment Number 1185370 Payment Date 01/17/24			Vendor 43228		POVILAITIS, JONAS			Status Issued	
43228	105921-12008499_1223			100	01/17/24		55.00	0.00	55.00
				*** Payment Total			55.00	0.00	55.00
Payment Number 1185371 Payment Date 01/17/24			Vendor 43268		RAMONAS, GINTARAS			Status Issued	
43268	151485-17529553_1223			100	01/17/24		24.29	0.00	24.29
				*** Payment Total			24.29	0.00	24.29
Payment Number 1185372 Payment Date 01/17/24			Vendor 43291		REDDY, VISWANATHA			Status Issued	
43291	175732-30505856_1223			100	01/17/24		145.04	0.00	145.04
				*** Payment Total			145.04	0.00	145.04
Payment Number 1185373 Payment Date 01/17/24			Vendor 43231		RIZZI, BARBARA			Status Issued	
43231	107996-14508553_1223			100	01/17/24		25.42	0.00	25.42
				*** Payment Total			25.42	0.00	25.42
Payment Number 1185374 Payment Date 01/17/24			Vendor 17045		ROSSI REAL ESTATE			Status Issued	

Payment Date Range 01/17/24 thru 01/17/24
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 1185374 Payment Date 01/17/24		Vendor 17045	ROSSI REAL ESTATE					Status Issued	
17045	196579-17502156_1223			100	01/17/24		9.57	0.00	9.57
				*** Payment Total			9.57	0.00	9.57
Payment Number 1185375 Payment Date 01/17/24		Vendor 43245	SCHULFER, ANITA					Status Issued	
43245	121511-16020638_1223			100	01/17/24		31.26	0.00	31.26
				*** Payment Total			31.26	0.00	31.26
Payment Number 1185376 Payment Date 01/17/24		Vendor 43262	SCRIVEN, FRANK					Status Issued	
43262	143252-16530559_1223			100	01/17/24		22.92	0.00	22.92
				*** Payment Total			22.92	0.00	22.92
Payment Number 1185377 Payment Date 01/17/24		Vendor 42054	SINGA, DR MADHAVIAH					Status Issued	
42054	172293-21009690_1223			100	01/17/24		200.00	0.00	200.00
				*** Payment Total			200.00	0.00	200.00
Payment Number 1185378 Payment Date 01/17/24		Vendor 43264	SINGH, TANU & SATENDRA					Status Issued	
43264	146433-16532187_1223			100	01/17/24		38.48	0.00	38.48
				*** Payment Total			38.48	0.00	38.48
Payment Number 1185379 Payment Date 01/17/24		Vendor 43277	SMETS, TERESA					Status Issued	
43277	160191-21002183_1223			100	01/17/24		174.90	0.00	174.90
				*** Payment Total			174.90	0.00	174.90
Payment Number 1185380 Payment Date 01/17/24		Vendor 24433	SMITH PARTNERS & ASSOC					Status Issued	
24433	198393-16801311_1223			100	01/17/24		32.29	0.00	32.29
				*** Payment Total			32.29	0.00	32.29
Payment Number 1185381 Payment Date 01/17/24		Vendor 43294	SSR ACQUISITIONS LLC					Status Issued	
43294	194290-43010876_1223			100	01/17/24		15.00	0.00	15.00
				*** Payment Total			15.00	0.00	15.00
Payment Number 1185382 Payment Date 01/17/24		Vendor 43234	STAMATAKOS & AMY DAGNON, MARK					Status Issued	
43234	111380-15516399_1223			100	01/17/24		22.23	0.00	22.23
				*** Payment Total			22.23	0.00	22.23
Payment Number 1185383 Payment Date 01/17/24		Vendor 43252	STRISKA, MARGARET					Status Issued	
43252	130123-16524396_1223			100	01/17/24		11.25	0.00	11.25
				*** Payment Total			11.25	0.00	11.25
Payment Number 1185384 Payment Date 01/17/24		Vendor 43280	SULLIVAN, KEVIN					Status Issued	
43280	162254-21003207_1223			100	01/17/24		44.79	0.00	44.79
				*** Payment Total			44.79	0.00	44.79
Payment Number 1185385 Payment Date 01/17/24		Vendor 43259	SZCZESNIAK, SANDRA					Status Issued	
43259	141898-16529649_1223			100	01/17/24		26.87	0.00	26.87
				*** Payment Total			26.87	0.00	26.87
Payment Number 1185386 Payment Date 01/17/24		Vendor 43286	TAMBORSKI, RICHARD					Status Issued	

Bank Account Payment History

Payment Date Range 01/17/24 thru 01/17/24
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 1185386 Payment Date 01/17/24			Vendor 43286			TAMBORSKI, RICHARD		Status Issued	
43286	166422-21005170_1223			100	01/17/24		121.87	0.00	121.87
				*** Payment Total			121.87	0.00	121.87
Payment Number 1185387 Payment Date 01/17/24			Vendor 43224			TARASEWICZ, CLARE		Status Issued	
43224	196267-11507587_1223			100	01/17/24		32.23	0.00	32.23
				*** Payment Total			32.23	0.00	32.23
Payment Number 1185388 Payment Date 01/17/24			Vendor 43274			TERTIA JEPPSON, GREGORY TUTOR/		Status Issued	
43274	156666-21000383_1223			100	01/17/24		16.88	0.00	16.88
				*** Payment Total			16.88	0.00	16.88
Payment Number 1185389 Payment Date 01/17/24			Vendor 43278			TURNER, WILLIAM P		Status Issued	
43278	160216-21002199_1223			100	01/17/24		258.67	0.00	258.67
				*** Payment Total			258.67	0.00	258.67
Payment Number 1185390 Payment Date 01/17/24			Vendor 42949			TWOOMEY, DONNA S		Status Issued	
42949	193615-44414952_1223			100	01/17/24		38.23	0.00	38.23
				*** Payment Total			38.23	0.00	38.23
Payment Number 1185391 Payment Date 01/17/24			Vendor 42950			VERNARD, MICHAEL & JANET		Status Issued	
42950	193677-44414980_1223			100	01/17/24		54.28	0.00	54.28
				*** Payment Total			54.28	0.00	54.28
Payment Number 1185392 Payment Date 01/17/24			Vendor 43298			WUNDER, MICHAEL & JOCELYN		Status Issued	
43298	193872-44415067_1223			100	01/17/24		67.75	0.00	67.75
				*** Payment Total			67.75	0.00	67.75
Payment Number 1185393 Payment Date 01/17/24			Vendor 43269			YING, DA		Status Issued	
43269	195006-18002922_1223			100	01/17/24		48.03	0.00	48.03
				*** Payment Total			48.03	0.00	48.03
						*** Payment Code CHK Total	6,321.59	0.00	6,321.59
						Payment Count	92		
						*** Cash Code 1414 Total	6,321.59	0.00	6,321.59
						Payment Count	92		
						*** Pay Group 2000 USD Total	6,321.59	0.00	6,321.59
						Payment Count	92		

Wire Transfer

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

File #: 24-0287 **Agenda Date:** 1/23/2024 **Agenda #:** 8.G.

AP255 Date: 01/05/24 JOB SUBMISSION PARAMETERS
Time: 10:37

User Name: DP\FNDMD
Job Name: AP255-1100
Step Nbr: 1

Pay Group: 1100
Cash Code: 3910 Class C Account

Payment Date: 010524 - 010524
Payment Numbers: -
Payment Code: WTF Wire Transfer

AP255 Date 01/05/24 Pay Group 1100 GENERAL GOVERNMENT PAY GROUP USD Page 1
Time 10:37 Bank Account Payment History

Payment Date Range 01/05/24 thru 01/05/24
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 10224 Payment Date 01/05/24			Vendor	11521	CORVEL CORPORATION			Status Issued	
11521	010224-DUPAG			102	02/01/24		144,913.88	0.00	144,913.88
		*** Payment Total					144,913.88	0.00	144,913.88
		*** Payment Code WTF Total					144,913.88	0.00	144,913.88
		Payment Count					1		
		*** Cash Code 3910 Total					144,913.88	0.00	144,913.88
		Payment Count					1		
		*** Pay Group 1100 USD Total					144,913.88	0.00	144,913.88
		Payment Count					1		

Wire Transfer

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

File #: 24-0334 **Agenda Date:** 1/23/2024 **Agenda #:** 8.H.

AP255 Date: 01/09/24 JOB SUBMISSION PARAMETERS
Time: 15:04

User Name: DP\FNDMD
Job Name: AP255-1200
Step Nbr: 1

Pay Group: 1200
Cash Code: 3910 Class C Account

Payment Date: 010924 - 010924
Payment Numbers: 10524 - 10524
Payment Code: WTF Wire Transfer

Bank Account Payment History

AP255 Date 01/09/24 Pay Group 1200 HEALTH AND WELFARE PAY GROUP USD Page 1
Time 15:04 Bank Account Payment History

Payment Date Range 01/09/24 thru 01/09/24
Payment Number Range 10524 thru 10524

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 10524 Payment Date 01/09/24									
10794	010524			100	01/09/24		1,355.00	0.00	1,355.00
			*** Payment Total				1,355.00	0.00	1,355.00
			*** Payment Code WTF Total				1,355.00	0.00	1,355.00
			Payment Count				1		
			*** Cash Code 3910 Total				1,355.00	0.00	1,355.00
			Payment Count				1		
			*** Pay Group 1200 USD Total				1,355.00	0.00	1,355.00
			Payment Count				1		

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

File #: CB-R-0014-24 **Agenda Date:** 1/23/2024 **Agenda #:** 9.A.

APPOINTMENT OF GINA LAMANTIA
TO THE DU PAGE AIRPORT AUTHORITY

WHEREAS, Deborah A. Conroy has submitted to the County Board her appointment of Gina LaMantia to be a Commissioner of the DuPage Airport Authority; and

WHEREAS, such appointment requires the advice and consent of the County Board under 70 ILCS 5/3.1, as amended.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the County Board does hereby advise and consent to the appointment of Gina LaMantia to be a Commissioner of the DuPage Airport Authority for a term expiring January 29th, 2029; and

BE IT FURTHER RESOLVED that the "Certificate 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: Gina LaMantia; Phillip Luetkehans, Luetkehans, Brady, Garner & Armstrong, LLC, 105 East Irving Park Road, Itasca, IL 60143; Mark Doles, DuPage Airport Authority, 2700 International Dr., Suite 200, West Chicago, IL 60185.

Enacted and approved this 23rd of January, 2024 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

IN THE MATTER OF THE APPOINTMENT OF A COMMISSIONER OF THE DU PAGE AIRPORT AUTHORITY

CERTIFICATE OF APPOINTMENT

I, Deborah A. Conroy, Chair of the DuPage County Board, with the advice and consent of the DuPage County Board members, hereby appoint Gina LaMantia to be a Commissioner at large of the DuPage Airport Authority for a term expiring January 29th, 2029. Gina LaMantia resides at [redacted], Wayne, IL 60184, within the territory of the DuPage Airport Authority.

_____
Deborah A. Conroy, Chair
DuPage County Board

Form Name:	DuPage County Application Form for Appointment
Submission Time:	December 19, 2023 3:32 pm
Browser:	Chrome 120.0.0.0 / Windows
IP Address:	208.185.193.131
Unique ID:	[redacted]

Name of Board or Agency you are interested in appointment to	DuPage Airport Authority

Previous Board Experience

Have you ever served on this Board or Agency before?	Yes
If yes, how long?	2004

Personal Information

Name	Gina LaMantia
Email	[redacted]
Address	[redacted]
Phone	[redacted]
Upload resume (PDF or Word format)	https://dupagecounty-ktgfp.formstack.com/admin/download/file/15667274985

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.	I truly love serving on the DuPage Airport Authority Board ("Airport Board") and would be honored if my current appointment was renewed. I have worked diligently for the past twenty years to turn the DuPage Airport into one of DuPage County's most precious gems for its taxpayers. Since my original appointment, I have given my time, talent, and conscientious commitment to serving on the Airport Board. My track record speaks for itself (with the exception of two board meetings in twenty years), I have faithfully attended all regular board meetings. I have actively participated in various committees; including special committees, if required for the Airport Board. I have served as Chair, Vice Chair and Secretary on behalf of the Airport Board. When I started on the Airport Board in 2004, the financial balance sheet for the DuPage Airport was in the red and now I can proudly state that the current financial balance sheet for the DuPage Airport is in the black. My extensive real estate experience has been a vital asset to the Airport Board. Further, my lengthy tenure and historical knowledge are invaluable to my decision-making, and they assist me in my mentoring responsibilities for other members serving on the Airport Board. As stated above, I truly love serving on the Airport Board and I am aware of what a great honor and privilege it is to serve the taxpayers of DuPage county in this capacity. To the Honorable Chair Conroy and the DuPage County Board Members, I am forever grateful for the past opportunity and would appreciate your consideration of my reappointment for an additional term. Thank you, Gina R. LaMantia

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

GINA R. LAMANTIA

[redacted]

PROFESSIONAL EXPERIENCE

Equis Law Group, LLC ***2018- present***
Principal / Member

- Manage the acquisition, analysis, sale and finance of commercial shopping center and portfolios.
- Manage the acquisition and disposition of industrial building sites.
- Analyze project development/redevelopment and operating property issues.
- Review leases for alternative uses and building configurations.
- Draft and negotiate purchase agreements, leases, easements and closing documents.
- Coordinate due diligence efforts of cross-functional acquisition and closing teams.
- Research environmental, zoning, association, subdivision and transfer tax matters.
- Provide legal interpretations of existing agreements governing issues such as consent requirements for proposed shopping center redevelopments and common area maintenance contributions disputes.
- Supervise outside counsel and assist in handling eminent domain, association and litigation matters.
- Supervise management in handling commercial associations.
- Coordinate post-closing matters with management team to assist in ongoing success of the acquired parcel.

Charles Benventuo P.C., *Oak Brook, Illinois* ***2005 – 2018***
Counsel, www.benvenutolaw.com

- Manage the acquisition, analysis, sale and finance of commercial shopping centers and portfolios.
- Analyze project development/redevelopment and operating property issues.
- Review leases for alternative uses and building configurations.
- Draft and negotiate purchase agreements, easements and closing documents.
- Coordinate due diligence efforts of cross-functional acquisition and closing teams.
- Research environmental, zoning, association, subdivision and transfer tax matters.
- Provide legal interpretations of existing agreements governing issues such as consent requirements for proposed shopping center redevelopments and common area maintenance contributions disputes.
- Supervise outside counsel and assist in handling eminent domain, association and litigation matters.
- Review, analysis, maintenance and monitoring of commercial owners and associations for various shopping center REITS.
- Supervise management in handling commercial associations.

DuPage Airport Authority, West Chicago, Illinois ***Term 1 (March 2004 – January 2009)***
Commissioner, www.dupageairport.com ***Term 2 (January 2009 – January 2014)***
Term 3 (January 2014 – present)

- Serving third term as Commissioner.
- Served as: Chair, Vice Chairman and Secretary.
- Served as Chairman of the Internal Policy Committee and former member of Golf Committee and Capital Development Committee which oversees the management and leasing at Airport as well as management and coordination with master developer of the DuPage Business Center.

Sklodowski, Franklin, Puchalski & Reimer, *Chicago/Rosemont, IL* ***1991 - 2005***
Associate

- Represented clients in numerous jury and bench trials and arbitration hearings for personal injury, class actions and chancery matters.
- Responsible for a self-insurance personal injury defense account.
- Responsible for residential closings.

ACADEMIC SUMMARY

- ITT Chicago – Kent College of Law, Chicago, Illinois • Juris Doctor, 1991.
- University of Illinois, Urbana, Illinois • Bachelor of Arts in Political Science, 1988.

BAR ADMISSIONS & LICENSES

- State of Illinois admitted November 1991.
- United States District Court, Northern District of Illinois, admitted 1992.
- Supreme Court of the United States of America admitted 1995.
- Illinois Licensed Real Estate Managing Broker (License No: 471.014387).

VOLUNTEER WORK

- Pro-bono legal work.
- Supporter and volunteer for Tuskegee Next: The mission statement of Tuskegee Next is while honoring the legacy of the Tuskegee Airmen, Tuskegee Next transforms the lives of under-represented youth through aviation education and career path opportunities, so they can transform their communities.

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

File #: CB-R-0015-24 **Agenda Date:** 1/23/2024 **Agenda #:** 9.B.

APPOINTMENT OF ANTHONY GIUNTI
TO THE DU PAGE AIRPORT AUTHORITY

WHEREAS, Deborah A. Conroy has submitted to the County Board her appointment of Anthony Giunti to be a Commissioner of the DuPage Airport Authority; and

WHEREAS, such appointment requires the advice and consent of the County Board under 70 ILCS 5/3.1, as amended.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the County Board does hereby advise and consent to the appointment of Anthony Giunti to be a Commissioner of the DuPage Airport Authority for a term expiring January 29th, 2029; and

BE IT FURTHER RESOLVED that the "Certificate 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: Anthony Giunti; Phillip Luetkehans, Luetkehans, Brady, Garner & Armstrong, LLC, 105 East Irving Park Road, Itasca, IL 60143; Mark Doles, DuPage Airport Authority, 2700 International Dr., Suite 200, West Chicago, IL 60185.

Enacted and approved this 23rd of January, 2024 at Wheaton, Illinois.

_____
DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

Form Name:	DuPage County Application Form for Appointment
Submission Time:	December 20, 2023 1:07 pm
Browser:	Chrome 120.0.0.0 / Windows
IP Address:	76.247.11.185
Unique ID:	[redacted]

Name of Board or Agency you are interested in appointment to	DuPage Airport Authority

Previous Board Experience

Have you ever served on this Board or Agency before?	Yes
If yes, how long?	2 years

Personal Information

Name	Anthony Giunti
Email	[redacted]
Address	[redacted]
Phone	[redacted]
Upload resume (PDF or Word format)	https://dupagecounty-ktgfp.formstack.com/admin/download/file/15671624462

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 DAA serves as an economic engine for DuPage County. It is an honor and a privilege to serve as a commissioner. For the last 13 years, I have served as a trustee to IBEW Local 701 Pension and Health and welfare funds. I believe that my ability to read and understand complex financial reports will be an asset to the DAA.
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

IN THE MATTER OF THE APPOINTMENT OF A COMMISSIONER OF THE DU PAGE AIRPORT AUTHORITY

CERTIFICATE OF APPOINTMENT

I, Deborah A. Conroy, Chair of the DuPage County Board, with the advice and consent of the DuPage County Board members, hereby appoint Anthony Giunti to be a Commissioner at large of the DuPage Airport Authority for a term expiring January 29th, 2029. Anthony Giunti resides at [redacted], Naperville, IL 60565, within the territory of the DuPage Airport Authority.

_____
Deborah A. Conroy, Chair
DuPage County Board

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

LOCAL UNION
NO. 701

28600 BELLA VISTA PARKWAY, STE. 1000 • WARRENVILLE, IL 60555 • (630) 393-1701
FAX (630) 393-3560
WWW.IBEW701.ORG

Professional Summary
Anthony Giunti
28600 Bella Vista Parkway
Suite 1000
Warrenville, IL 60555

"The achievements of an organization are the results of the combined effort of each individual."
-Vince Lombardi

I am an effective leader, skilled in enlisting the support of my team members in working towards project and organizational goals.

Education

- 1990 Graduate Glenbard North High School
- 1990 Northern Illinois University
- 1991 College of DuPage
- 7/20/1992 Accepted into I.B.E.W. Local Union 701 Inside Journeyman Wireman Apprenticeship Program
- 1997 Graduated as an Inside Journeyman Wireman

Professional Experience

- 1997 - Present. Appointed to I.B.E.W. Local Union 701 Social Committee
- 2001 - 2004 Foreman Electrical Design Systems Corporation
- 2004 - 2006 Foreman Huen Electric
- 2006 Foreman Grace Electric Corp
- 2006 - 2009 Foreman Superior Electrical Systems Corp
- 2007 Elected to I.B.E.W. Local Union 701 Executive Board
- 2008 Appointed as Recording Secretary to the I.B.E.W. Local Union 701 Executive Board
- 2008 Superintendent Superior Electrical Systems, Inc.
- 2009 - 2011 General Foreman Meade Electric
- 2010 Elected as Recording Secretary to the I.B.E.W. Local Union 701 Executive Board
- 2010 Elected as an I.B.E.W. Local Union 701 Delegate to the IBEW International Convention in Vancouver Canada
- 2010 - Present. Member of Italian American Labor Council
- 2011 - 2012 Meade Electric Safety Auditor
- 3/5/12 Business Representative I.B.E.W. Local Union 701
- 4/1/12 - Present. I.B.E.W. Local Union 701 Board of Trustees Labor Trustee
- 4/1/12 - Present. I.B.E.W. Local Union 701 Needy Members Fund Board of Directors
- 11/1/14 - Present. Appointed Assistant Business Manager of I.B.E.W. Local Union 701
- 3/1/15 - Present. I.B.E.W. Local 701 Apprentice Instructor for COMET and I.B.E.W. Code of Excellence
- 1/1/2018 - 1/1/2020 Midwest Shelter for Homeless Veterans Board of Directors
- 1/25/22 – Present. DuPage Airport Authority Commissioner
- 6/21/22 – Present. Elected Business Manager/Financial Secretary of I.B.E.W. Local Union 701
- 8/1/22 – Present. Chairman of I.B.E.W. Local 701 Labor Management Cooperation Committee (LMCC)
- 8/1/22 – Present. Chairman of I.B.E.W. 701 Joint Apprenticeship Training Committee (JATC)
- 8/1/22 Appointed Secretary Treasurer of the DuPage County Building Trades Council
- 11/1/22 Appointed to the I.B.E.W. Illinois State Conference Executive Board

- 1/24/23 Elected Secretary Treasurer of the DuPage County Building Council
- 2/1/23 Appointed Vice President of the Italian American Labor Council

Certifications

- Lift hazard awareness
- Confined space entry
- Rigging Hazard awareness
- Work Zone hazard awareness
- Supervisor skills training
- Hilti qualified operator
- NFPA-70E Arc/Flash
- OSHA 10
- OSHA 30
- CPR/AED
- Code of Excellence
- COMET Training
- 2012 International Foundation Certificate of Achievement for the New Trustee Institute
- 2012 International Foundation Certificate of Attendance for participation in 58th Annual Employee Benefits Conference
- 2013 University of Illinois & IBEW Sixth District Arbitration Institute
- 2014 International Foundation Certificate of Achievement for Completion of the Trustee Masters Program
- 2014 International Foundation Certificate of Attendance for participation in 60th Annual Employee Benefits Conference
- 2019 International Foundation Certificate of Attendance for participation in 65th Annual Employee Benefits Conference
- 2020 International Foundation Certificate of Attendance for participation in 66th Annual Employee Benefits Conference
- 2023 International Foundation Certificate of Attendance for participation in 69th Annual Employee Benefits Conference

Anthony Giunti
Business Manager/Financial Secretary
I.B.E.W. Local Union 701
28600 Bella Vista Parkway, Suite 1000
Warrenville, IL 60555
(630) 393-1701, Option 9
(630) 791-2674, Direct
(630) 393-3560, Fax
[redacted]

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

File #: CB-R-0016-24 **Agenda Date:** 1/23/2024 **Agenda #:** 9.C.

APPOINTMENT OF ERIC SWANSON AS A MEMBER (SHERIFF)
OF THE EMERGENCY TELEPHONE SYSTEM BOARD FOR 9-1-1

WHEREAS, 50 ILCS 750/15.4 provides that the corporate authorities of the County shall establish an Emergency Telephone System Board ("ETSB") and shall provide for the manner of appointment and the number of members of the ETSB; and

WHEREAS, the DuPage County Board at the June 13, 1989, meeting created the Emergency Telephone System Board for 9-1-1 and on June 25, 2013 in Ordinance OEX-003B-89 amended Section 20-40 of the DuPage County Code pertaining to the ETSB providing for the appointment of one member representing the DuPage County Sheriff; and

WHEREAS, Deborah A. Conroy has submitted to the County Board her nomination of Eric Swanson to serve as a Member (Sheriff's Representative) of the Emergency Telephone System Board term expiring December 1, 2025.

NOW, THEREFORE BE IT RESOLVED by the DuPage County Board that the County Board, pursuant to the nomination of the Chair, does hereby appoint Eric Swanson as a Member of the Emergency Telephone System Board representing the DuPage County Sheriff for a term expiring December 1, 2025; and

BE IT FURTHER RESOLVED that the attached "Notice of Nomination" be attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED that the County Clerk transmit a certified copy of this resolution to Eric Swanson; the DuPage County Sheriff; the County Board Office; and the Executive Director of the ETSB.

Enacted and approved this 23rd of January, 2024 at Wheaton, Illinois.

_____
DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

NOTICE OF NOMINATION

By virtue of the power vested in me under 50 ILCS 750/15.4, as amended, I, Deborah A. Conroy, as Chair of the DuPage County Board, do hereby nominate Eric Swanson to serve as a Member (Sherriff's Representative) of the Emergency Telephone System Board for a term expiring December 1, 2025.

I hereby submit this nomination to the County Board for its appointment of this 23rd day of January, 2024.

_____
Deborah A. Conroy, Chair
DuPage County Board

Form Name:	DuPage County Application Form for Appointment
Submission Time:	January 3, 2024 9:46 am
Browser:	Chrome 120.0.0.0 / Windows
IP Address:	50.206.250.2
Unique ID:	[redacted]

Name of Board or Agency you are interested in appointment to	Emergency Telephone System Board (ETSB)

Previous Board Experience

Have you ever served on this Board or Agency before?	Yes
If yes, how long?	2 years

Personal Information

Name	eric swanson
Email	[redacted]
Address	[redacted]
Phone	[redacted]
Upload resume (PDF or Word format)	https://dupagecounty-ktgfp.formstack.com/admin/download/file/15716405025

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.	i wish to continue serving on the ETSB for the Sheriff's Office.
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

Eric Swanson
DuPage County Sheriff's Office
D-(630)407-2032 [redacted]
Eric.Swanson@DuPageSheriff.org

OBJECTIVE:

Appointment to the DuPage County Emergency Telephone Systems Board (ETSB)

EDUCATION & SELECTED TRAINING:

Bachelor of Arts Degree, Criminal Justice Administration: 1999
Columbia College, Columbia, Missouri

Certificate of Completion, School of Police Staff and Command: 2011
Northwestern University, Center for Public Safety, Evanston, Illinois

PROFESSIONAL EXPERIENCE:

DuPage County Sheriff's Office, Wheaton, Illinois: February 1999- Present

- **Deputy Chief (January 2019-Present):** As the Deputy Chief in the DuPage County Sheriff's Office Law Enforcement Bureau, I am assigned a variety of tasks. Reporting directly to the Law Enforcement Bureau Chief, I am responsible for the Patrol and Detective Divisions. I am also the Director of the Office of Professional Standards and Conduct, which includes all Internal Affairs matters as well as Use of Force reviews for the DuPage County Sheriff's Office.
- **Sergeant, Patrol Division (June 2014-January 2019):** Daily responsibilities included direct supervision of patrol deputies, monitoring performance of deputies and organizing daily schedules for assigned deputies. I also was responsible for addressing citizen complaints against my assigned deputies as they occurred.
- **Sergeant, Tactical Narcotics Team (TNT) Detective Division: (February 2010- June 2014):** Oversight and direct supervision of a multi-jurisdictional narcotics trafficking enforcement unit within the DuPage County Sheriff's Office Detective Division. Duties include supervising all undercover and covert operations related to narcotics, Vice, and Organized Crime.
- **Detective Sergeant: General Investigations Division (2009 - 2010):** Responsibilities include case assignments, supervision of 5 to 7 Detectives on a regular basis, report approvals, employee evaluation, and conducting investigations as needed.
- **Community Resource and Gang Unit (Sergeant (2008 - 2009):** Duties and responsibilities included supervision of 5 Community Resource Deputies and four Deputies assigned to Gang Unit (SR-22). Coordinated annual Sheriff's Safety Saturday Festival. Received Unit citation for planning and coordinating of the event. Also supervised gang unit activities including several gang/parole operations.

- **Detective: Detective Division (2006-2008):** Duties and responsibilities included the investigation of property and person crimes committed in DuPage County. Cases varied and included Robbery, Sexual Assault, Murder, Forgery, Theft, Harassment, etc).

- **Corporal/ Field Training Officer (2005-2006)**: Assigned to the training of new recruits entering the Law Enforcement Bureau, Patrol Division, at the Sheriff's Office. Responsible for overall acclimation and training of new police officers prior to their being released from the field-training program.

- **Deputy:Patrol Division (2001-2005):** Duties and responsibilities included patrol functions, initial investigations of criminal activity, vehicle accidents, breaches of the peace, etc.

- **Deputy: Corrections Bureau (1999-2001):** Superived inmate activity and maintained facility security.

McHenry County Sheriff's Department, Woodstock, Illinois (December 1994-February 1999)

- **Corrections Officer**: Supervised inmate activity, maintained facility security, and prisoner transport.

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

File #: CB-R-0017-24 **Agenda Date:** 1/23/2024 **Agenda #:** 9.D.

APPOINTMENT OF PUBLIC AID COMMITTEE

WHEREAS, Deborah A. Conroy, per 305 ILCS 5/11-8, as Chair of the DuPage County Board, is appointed to the DuPage County Public Aid Committee (Countywide Chair); and

WHEREAS, additionally, Deborah A. Conroy has submitted to the County Board her appointment of Dennis Reboletti (R), Mike Hovde, Jr. (R - Alternate), Paul Coultrap (R- Alternate), Diane Hewitt (D), John Monino (R - Alternate), Eddie Bedford (D), Randy Ramey (R), Nicole Prater (R-Alternate), and John Valle (R-Alternate) to serve as members of the DuPage County Public Aid Committee; and

WHEREAS, such appointments require the advice and consent of the County Board under 305 ILCS 5/11-8, as amended.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the County Board does hereby advise and consent to the appointments of Dennis Reboletti (R), Mike Hovde, Jr. (R - Alternate), Paul Coultrap (R-Alternate), Diane Hewitt (D), John Monino (R - Alternate), Eddie Bedford (D), Randy Ramey (R), Nicole Prater (R-Alternate), and John Valle (R-Alternate) to serve as members of the DuPage County Public Aid Committee; and

BE IT FURTHER RESOLVED that the County Clerk transmit certified copies of this resolution to Dennis Reboletti, Addison Township, 401 N. Addison Rd., Addison, IL 60101; Diane Hewitt, Lisle Township, 4711 Indiana Ave., Lisle, IL 60532; John Monino, Milton Township, 1492 N. Main St., Wheaton, IL 60187; Mike Hovde, Jr., Bloomingdale Township, 123 N. Rosedale Rd. Bloomingdale, IL 60108; Randy Ramey, Wayne Township, 27W031 North Ave., West Chicago, IL 60185; Eddie Bedford, Naperville Township, 139 Water St., Naperville, IL 60540; Nicole Prater, Winfield Township, 130 Arbor Ave., West Chicago, IL 60185; John Valle, York Township, 1502 S. Meyers Rd., Lombard, IL 60148; Paul Coultrap, Downers Grove Township, 4340 Prince St., Downers Grove, IL 60515.

Enacted and approved this 23rd of January, 2024 at Wheaton, Illinois.

_____
DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

Public Aid Committee

Member Status	Member Name	Township
Chair	Deborah A. Conroy	Countywide
Member	Dennis Reboletti	Addison
Member	Diane Hewitt	Lisle
Member	Eddie Bedford	Naperville
Member	Randy Ramey	Wayne
Alternate Member	Mike Hovde, Jr.	Bloomingdale
Alternate Member	Paul Coultrap	Downers Grove
Alternate Member	John Monino	Milton
Alternate Member	Nicole Prater	Winfield
Alternate Member	John Valle	York

NOTICE OF APPOINTMENT

By virtue of the power vested in me under 305 ILCS 5/11-8, as amended, I, Deborah A. Conroy, as Chair of the DuPage County Board, appoint Deborah A. Conroy, to the DuPage County Public Aid Committee (Countywide Chair), and I, Deborah A. Conroy, as Chair of the County Board do hereby additionally appoint Dennis Reboletti, AddisonTownship Supervisor (Member); Michael Hovde, Jr., Bloomingdale Township Supervisor (Alternate Member); Paul Coultrap, Downers Grove Township Supervisor (Alternate Member); Diane Hewitt, Lisle Township Supervisor (Member); John Monino, Milton Township Supervisor (Alternate Member); Eddie Bedford, Naperville Township Supervisor (Member); Randy Ramey, Wayne Township Supervisor (Member); Nicole Prater, Winfield Township Supervisor (Alternate Member); and John Valle, York Township Supervisor (Alternate Member) to be members of the DuPage County Public Aid Committee for a term to coincide with their present term as Supervisors of General Assistance.

I hereby submit these appointments to the County Board for its advice and consent this 23rd day of January, 2024.

_____
Deborah A. Conroy, Chair
DuPage County

NOTICE OF APPOINTMENT

By virtue of the power vested in me under 305 ILCS 5/11-8, as amended, I, Deborah A. Conroy, as presiding officer of the DuPage County Board, do hereby appoint Dennis Reboletti (R), Mike Hovde Jr. (R-Alternate), Paul Coultrap (R-Alternate), Diane Hewitt (D), John Monino (R-Alternate), Eddie Bedford (D), Randy Ramey (R), Nicole Prater (R-Alternate), and John Valle (R-Alternate) to be Members/Alternates of the DuPage County Public Aid Committee.

I hereby submit these appointments to the County Board for its advice and consent this 23rd day of January, 2024.

_____
Deborah A. Conroy, Chair
DuPage County Board

Grant Proposal Notifications

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

File #: 24-0379 **Agenda Date:** 1/16/2024 **Agenda #:** 9.D.1.

DUPAGE COUNTY
GOVERNMENT

Grant Proposal Notification

Note: Date of notification should be the date submitted to Geoff for review

GPN Number: 001-24
(Completed by Finance Department)

Date of Notification: 12/21/2023
(MM/DD/YYYY)

Parent Committee Agenda Date: 01/16/2024
(Completed by Finance Department) (MM/DD/YYYY)

Grant Application Due Date: 11/30/2023
(MM/DD/YYYY)

Name of Grant: Community Services Block Grant PY24

Name of Grantor: IL Dept. of Commerce and Economic Opportunity

Originating Entity: US Dept of Health & Human Services
(Name the entity from which the funding originates, if Grantor is a pass-thru entity)

County Department: Community Services

Department Contact: Gina Strafford-Ahmed, Administrator of I & R, x6444
(Name, Title, and Extension)

Parent Committee: HS

Grant Amount Requested: $ 1,196,614.00

Type of Grant: Formula
(Competitive, Continuation, Formula, Project, Direct Payment, Other – Please Specify)

Is this a new non-recurring Grant: ☐ Yes ☑ No

Source of Grant: ☑ Federal ☐ State ☐ Private ☐ Corporate

If Federal, provide CFDA: 93.569

If State, provide CSFA: 420-70-0091

DUPAGE COUNTY
GOVERNMENT

Grant Proposal Notification

1. Justify the department's need for this grant.

   Provides funding to address the needs of low-income county residents for the following services: emergency shelter for homeless residents in times of disaster or eviction; clothing and household items for those impacted by disaster; staff that conduct comprehensive assessments for all programs in Community services; provides funding for low income residents to prevent homelessness via rent or mortgage assistance; provides funding for case management services for subgrantees and the Family Self-Sufficiency; scholarships to low income residents to attend college or technical schools to obtain a degree or certification; information and referral services; financial counseling and debt management program via a subgrantee.

2. Based on the County's Strategic Plan, which strategic imperative(s) correlate with funding opportunity. Provide a brief explanation.

   Customer Service - The grant funds enable DuPage County Community Services to provide the residents of DuPage County a connection between those in need and the resources that support them.

   Quality of Life - The funding supports the programs, services, and partnerships that keep people safe in their home, environment, and relationships. The funding helps residents of DuPage County escape poverty, maintain independence and achieve economic self-sufficiency.

3. What is the period covered by the grant? 01/01/2024 (MM/DD/YYYY) to: 12/31/2024 (MM/DD/YYYY)

   3.1. If period is unknown, estimate the year the project or project phase will begin and anticipated duration:

   3.1.1. _____ (MM/YY) and _____ (Duration)

4. Will the County provide "seed" or startup funding to initiate grant project? (Yes or No) No

   4.1. If yes, please identify the Company-Accounting Unit used for the funding _____

5. If grant is awarded, how is funding received? (select one):

   5.1. Prior to expenditure of costs (lump-sum reimbursement upfront) ☐

   5.2. After expenditure of costs (reimbursement-based) ☑

Grant Proposal Notification

6. Does the grant allow for Personnel Costs? (Yes or No) Yes

6.1. If yes, what are the total projected salary and fringe benefit costs of personnel charging time to the grant for the entire term of the grant? Compute County-provided benefits at 40%.

6.1.1. Total salary $539,014.00 Percentage covered by grant 100%

6.1.2. Total fringe benefits $190,736.00 Percentage covered by grant 100%

6.1.3. Are any of the County-provided fringe benefits disallowed? (Yes or No): No

6.1.3.1. If yes, which ones are disallowed?

6.1.3.2. If the grant does not cover 100% of the personnel costs, from what Company-Accounting Unit will the deficit be paid?

6.2. Will receipt of this grant require the hiring of additional staff? (Yes or No): No

6.2.1. If yes, how many new positions will be created?

6.2.1.1. Full-time _____ Part-time _____ Temporary _____

6.2.1.2. Will the headcount of the new position(s) be placed in the grant accounting unit? _____ (Yes or No)

6.2.1.2.1. If no, in what Company-Accounting Unit will the headcount(s) be placed?

Grant Proposal Notification

6.3. Does the grant award require the positions to be retained beyond the grant term? (Yes or No) No

6.3.1. If yes, please answer the following:

6.3.1.1. How many years beyond the grant term? _____

6.3.1.2. What Company-Accounting Unit(s) will be used? _____

6.3.1.3. Total annual salary _____

6.3.1.4. Total annual fringe benefits _____

7. Does the grant allow for direct administrative costs? (Yes or No) Yes

7.1. If yes, please answer the following:

7.1.1. Total estimated direct administrative costs for project $49,139.00

7.1.2. Percentage of direct administrative costs covered by grant 100%

7.1.3. What percentage of the grant total is the portion covered by the grant 4.2%

8. What percentage of the grant funding is non-personnel cost / non-direct administrative cost? 35%

9. Are matching funds required? (Yes or No): No

9.1. If yes, please answer the following:

9.1.1. What percentage of match funding is required by granting entity? _____

9.1.2. What is the dollar amount of the County's match? _____

Grant Proposal Notification

9.1.3. What Company-Accounting Unit(s) will provide the matching requirement? _____

10. What amount of funding is already allocated for the project? $0.00

10.1. If allocated, in what Company-Accounting Unit are the funds located? _____

10.2. Will the project proceed if the funding opportunity is not awarded? (Yes or No): No

11. What is the total project cost (Grant Award + Match + Other Allocated Funding)? $1,196,614.00

Grant Proposal Notifications

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

File #: 24-0380 **Agenda Date:** 1/16/2024 **Agenda #:** 9.D.2.

DUPAGE COUNTY
GOVERNMENT

Grant Proposal Notification

GPN Number: 003-24
(Completed by Finance Department)

Date of Notification: 01/08/2024
(MM/DD/YYYY)

Parent Committee Agenda Date: 01/16/2024
(Completed by Finance Department) (MM/DD/YYYY)

Grant Application Due Date: 04/01/2024
(MM/DD/YYYY)

Name of Grant: Community Development Block Grant PY24

Name of Grantor: U.S. Department of Housing and Urban Development

Originating Entity: _____
(Name the entity from which the funding originates, if Grantor is a pass-thru entity)

County Department: Community Services

Department Contact: Amish Kadakia, Sr Accountant, x6605
(Name, Title, and Extension)

Parent Committee: Human Services

Grant Amount Requested: $ 3,663,480.00

Type of Grant: Formula
(Competitive, Continuation, Formula, Project, Direct Payment, Other – Please Specify)

Is this a new non-recurring Grant: ☐ Yes ☑ No

Source of Grant: ☑ Federal ☐ State ☐ Private ☐ Corporate

If Federal, provide CFDA: 14.218 If State, provide CSFA: _____

DUPAGE COUNTY
GOVERNMENT

Grant Proposal Notification

1. Justify the department's need for this grant.

   The Community Development Block Grant (CDBG) enters its 50th year serving residents in DuPage County by providing funding for activities such as 1.) Infrastructure and Accessibility benefiting entire municipalities. 2.) Public Service. 3). Affordable housing- benefiting families and seniors with quality housing. 3.) Rehabilitation - assisting homeowners and group homes to maintain the housing stock and prevent blight. 4.) Accessibility projects throughout DuPage County.

2. Based on the County's Strategic Plan, which strategic imperative(s) correlate with funding opportunity. Provide a brief explanation.

   County Imperative: The County must undertake comprehensive financial planning to ensure a sound and sustainable future.
   Community Services Imperative: Community Development assesses community needs, measures outcomes, selects activities to achieve those outcomes while being fiscally responsible.

3. What is the period covered by the grant? 04/01/2024 (MM/DD/YYYY) to: 03/31/2025 (MM/DD/YYYY)

   3.1. If period is unknown, estimate the year the project or project phase will begin and anticipated duration:

   3.1.1. _____ (MM/YY) and _____ (Duration)

4. Will the County provide "seed" or startup funding to initiate grant project? (Yes or No) No

   4.1. If yes, please identify the Company-Accounting Unit used for the funding _____

5. If grant is awarded, how is funding received? (select one):

   5.1. Prior to expenditure of costs (lump-sum reimbursement upfront) ☐

   5.2. After expenditure of costs (reimbursement-based) ☑

Grant Proposal Notification

6. Does the grant allow for Personnel Costs? (Yes or No) Yes

6.1. If yes, what are the total projected salary and fringe benefit costs of personnel charging time to the grant for the entire term of the grant? Compute County-provided benefits at 40%.

6.1.1. Total salary $425,000.00 Percentage covered by grant 100%

6.1.2. Total fringe benefits $170,000.00 Percentage covered by grant 100%

6.1.3. Are any of the County-provided fringe benefits disallowed? (Yes or No): Yes

6.1.3.1. If yes, which ones are disallowed?

payout of retention benefits

6.1.3.2. If the grant does not cover 100% of the personnel costs, from what Company-Accounting Unit will the deficit be paid?

1000-1750

6.2. Will receipt of this grant require the hiring of additional staff? (Yes or No): No

6.2.1. If yes, how many new positions will be created?

6.2.1.1. Full-time _____ Part-time _____ Temporary _____

6.2.1.2. Will the headcount of the new position(s) be placed in the grant accounting unit? _____ (Yes or No)

6.2.1.2.1. If no, in what Company-Accounting Unit will the headcount(s) be placed?

Grant Proposal Notification

6.3. Does the grant award require the positions to be retained beyond the grant term? (Yes or No) N/A

6.3.1. If yes, please answer the following:

6.3.1.1. How many years beyond the grant term? _____

6.3.1.2. What Company-Accounting Unit(s) will be used? _____

6.3.1.3. Total annual salary _____

6.3.1.4. Total annual fringe benefits _____

7. Does the grant allow for direct administrative costs? (Yes or No) Yes

7.1. If yes, please answer the following:

7.1.1. Total estimated direct administrative costs for project $732,696.00

7.1.2. Percentage of direct administrative costs covered by grant 100%

7.1.3. What percentage of the grant total is the portion covered by the grant 20%

8. What percentage of the grant funding is non-personnel cost / non-direct administrative cost? 80%

9. Are matching funds required? (Yes or No): No

9.1. If yes, please answer the following:

9.1.1. What percentage of match funding is required by granting entity? _____

9.1.2. What is the dollar amount of the County's match? _____

Grant Proposal Notification

9.1.3. What Company-Accounting Unit(s) will provide the matching requirement? _____

10. What amount of funding is already allocated for the project? $0.00

10.1. If allocated, in what Company-Accounting Unit are the funds located? _____

10.2. Will the project proceed if the funding opportunity is not awarded? (Yes or No): No

11. What is the total project cost (Grant Award + Match + Other Allocated Funding)? $3,663,480.00

Grant Proposal Notifications

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

File #: 24-0381 **Agenda Date:** 1/16/2024 **Agenda #:** 9.D.3.

DUPAGE COUNTY
GOVERNMENT

Grant Proposal Notification

GPN Number: 004-24
(Completed by Finance Department)

Date of Notification: 01/08/2024
(MM/DD/YYYY)

Parent Committee Agenda Date: 01/16/2024
(Completed by Finance Department) (MM/DD/YYYY)

Grant Application Due Date: 04/01/2024
(MM/DD/YYYY)

Name of Grant: HOME Investment Partnership Program FY24

Name of Grantor: U.S.Department of Housing and Urban Development

Originating Entity: _____
(Name the entity from which the funding originates, if Grantor is a pass-thru entity)

County Department: Community Services

Department Contact: Amish Kadakia, Sr Accountant, x6605
(Name, Title, and Extension)

Parent Committee: Human Services

Grant Amount Requested: $ 1,860,190.00

Type of Grant: Formula
(Competitive, Continuation, Formula, Project, Direct Payment, Other – Please Specify)

Is this a new non-recurring Grant: ☐ Yes ☑ No

Source of Grant: ☑ Federal ☐ State ☐ Private ☐ Corporate

If Federal, provide CFDA: 14.239 If State, provide CSFA: _____

DUPAGE COUNTY
GOVERNMENT

Grant Proposal Notification

1. Justify the department's need for this grant.

   The HOME grant, now entering its 33rd year is beneficial to the residents of DuPage County by providing funding for activities such as: 1.) Construction of units of affordable and accessible housing, including housing units for seniors. 2.) Rehabilitation, enabling residents to maintain their property and remain in their homes. 3.) Tenant Based Rental Assistance, available to DuPage County residents for up to two years.

2. Based on the County's Strategic Plan, which strategic imperative(s) correlate with funding opportunity. Provide a brief explanation.

   County Imperative: The County must undertake comprehensive financial planning to ensure a sound and sustainable future.
   Community Services Imperative: Community Development assesses community needs, measures outcomes, selects activities to achieve those outcomes while being fiscally responsible.

3. What is the period covered by the grant? 04/01/2024 (MM/DD/YYYY) to: 03/31/2025 (MM/DD/YYYY)

   3.1. If period is unknown, estimate the year the project or project phase will begin and anticipated duration:

   3.1.1. _____ (MM/YY) and _____ (Duration)

4. Will the County provide "seed" or startup funding to initiate grant project? (Yes or No) No

   4.1. If yes, please identify the Company-Accounting Unit used for the funding _____

5. If grant is awarded, how is funding received? (select one):

   5.1. Prior to expenditure of costs (lump-sum reimbursement upfront) ☐

   5.2. After expenditure of costs (reimbursement-based) ☑

Grant Proposal Notification

6. Does the grant allow for Personnel Costs? (Yes or No) Yes

6.1. If yes, what are the total projected salary and fringe benefit costs of personnel charging time to the grant for the entire term of the grant? Compute County-provided benefits at 40%.

6.1.1. Total salary $110,000.00 Percentage covered by grant 100%

6.1.2. Total fringe benefits $44,000.00 Percentage covered by grant 100%

6.1.3. Are any of the County-provided fringe benefits disallowed? (Yes or No): Yes

6.1.3.1. If yes, which ones are disallowed?

Payout of retention benefits.

6.1.3.2. If the grant does not cover 100% of the personnel costs, from what Company-Accounting Unit will the deficit be paid?

1000-1750

6.2. Will receipt of this grant require the hiring of additional staff? (Yes or No): No

6.2.1. If yes, how many new positions will be created?

6.2.1.1. Full-time _____ Part-time _____ Temporary _____

6.2.1.2. Will the headcount of the new position(s) be placed in the grant accounting unit? _____ (Yes or No)

6.2.1.2.1. If no, in what Company-Accounting Unit will the headcount(s) be placed?

Grant Proposal Notification

6.3. Does the grant award require the positions to be retained beyond the grant term? (Yes or No) N/A

6.3.1. If yes, please answer the following:

6.3.1.1. How many years beyond the grant term? _____

6.3.1.2. What Company-Accounting Unit(s) will be used? _____

6.3.1.3. Total annual salary _____

6.3.1.4. Total annual fringe benefits _____

7. Does the grant allow for direct administrative costs? (Yes or No) Yes

7.1. If yes, please answer the following:

7.1.1. Total estimated direct administrative costs for project $186,019.00

7.1.2. Percentage of direct administrative costs covered by grant 100%

7.1.3. What percentage of the grant total is the portion covered by the grant 10%

8. What percentage of the grant funding is non-personnel cost / non-direct administrative cost? 90%

9. Are matching funds required? (Yes or No): Yes

9.1. If yes, please answer the following:

9.1.1. What percentage of match funding is required by granting entity? 25%

9.1.2. What is the dollar amount of the County's match? $0.00

Grant Proposal Notification

9.1.3. What Company-Accounting Unit(s) will provide the matching requirement? N/A - Match requirement passed to subrecipient

10. What amount of funding is already allocated for the project? $0.00

10.1. If allocated, in what Company-Accounting Unit are the funds located? _____

10.2. Will the project proceed if the funding opportunity is not awarded? (Yes or No): No

11. What is the total project cost (Grant Award + Match + Other Allocated Funding)? $1,860,190.00

Grant Proposal Notifications

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

File #: 24-0382 **Agenda Date:** 1/16/2024 **Agenda #:** 9.D.4.

DUPAGE COUNTY
GOVERNMENT

Grant Proposal Notification

GPN Number: 005-24
(Completed by Finance Department)

Date of Notification: 01/08/2024
(MM/DD/YYYY)

Parent Committee Agenda Date: 01/16/2024
(Completed by Finance Department) (MM/DD/YYYY)

Grant Application Due Date: 04/01/2024
(MM/DD/YYYY)

Name of Grant: Emergency Solutions Grant FY24

Name of Grantor: U.S.Department of Housing and Urban Development

Originating Entity: _____
(Name the entity from which the funding originates, if Grantor is a pass-thru entity)

County Department: Community Services

Department Contact: Amish Kadakia, Sr Accountant, x6605
(Name, Title, and Extension)

Parent Committee: Human Services

Grant Amount Requested: $ 288,247.00

Type of Grant: Formula
(Competitive, Continuation, Formula, Project, Direct Payment, Other – Please Specify)

Is this a new non-recurring Grant: ☐ Yes ☑ No

Source of Grant: ☑ Federal ☐ State ☐ Private ☐ Corporate

If Federal, provide CFDA: 14.231 If State, provide CSFA: _____

DUPAGE COUNTY
GOVERNMENT

Grant Proposal Notification

1. Justify the department's need for this grant.

   This grant provides funding for services for homeless individuals and families or individuals and families in danger of becoming homeless throughout DuPage County. Qualifying organizations provide services such as housing assistance, rapid re-housing, homeless prevention, emergency shelter, street outreach and the management of of the information system linking those organizations.

2. Based on the County's Strategic Plan, which strategic imperative(s) correlate with funding opportunity. Provide a brief explanation.

   County Imperative: The County must undertake comprehensive financial planning to ensure a sound and sustainable future.
   Community Services Imperative: Community Development assesses community needs, measures outcomes, selects activities to achieve those outcomes while being fiscally responsible.

3. What is the period covered by the grant? 04/01/2024 (MM/DD/YYYY) to: 03/31/2025 (MM/DD/YYYY)

   3.1. If period is unknown, estimate the year the project or project phase will begin and anticipated duration:

   3.1.1. _____ (MM/YY) and _____ (Duration)

4. Will the County provide "seed" or startup funding to initiate grant project? (Yes or No) No

   4.1. If yes, please identify the Company-Accounting Unit used for the funding _____

5. If grant is awarded, how is funding received? (select one):

   5.1. Prior to expenditure of costs (lump-sum reimbursement upfront) ☐

   5.2. After expenditure of costs (reimbursement-based) ☑

Grant Proposal Notification

6. Does the grant allow for Personnel Costs? (Yes or No) Yes

6.1. If yes, what are the total projected salary and fringe benefit costs of personnel charging time to the grant for the entire term of the grant? Compute County-provided benefits at 40%.

6.1.1. Total salary $16,000.00 Percentage covered by grant 100%

6.1.2. Total fringe benefits $5,618.00 Percentage covered by grant 100%

6.1.3. Are any of the County-provided fringe benefits disallowed? (Yes or No): Yes

6.1.3.1. If yes, which ones are disallowed?

Payout of retention benefits.

6.1.3.2. If the grant does not cover 100% of the personnel costs, from what Company-Accounting Unit will the deficit be paid?

1000-1750

6.2. Will receipt of this grant require the hiring of additional staff? (Yes or No): No

6.2.1. If yes, how many new positions will be created?

6.2.1.1. Full-time _____ Part-time _____ Temporary _____

6.2.1.2. Will the headcount of the new position(s) be placed in the grant accounting unit? _____ (Yes or No)

6.2.1.2.1. If no, in what Company-Accounting Unit will the headcount(s) be placed?

Grant Proposal Notification

6.3. Does the grant award require the positions to be retained beyond the grant term? (Yes or No) N/A

6.3.1. If yes, please answer the following:

6.3.1.1. How many years beyond the grant term? _____

6.3.1.2. What Company-Accounting Unit(s) will be used? _____

6.3.1.3. Total annual salary _____

6.3.1.4. Total annual fringe benefits _____

7. Does the grant allow for direct administrative costs? (Yes or No) Yes

7.1. If yes, please answer the following:

7.1.1. Total estimated direct administrative costs for project $21,618.00

7.1.2. Percentage of direct administrative costs covered by grant 100%

7.1.3. What percentage of the grant total is the portion covered by the grant 7.5%

8. What percentage of the grant funding is non-personnel cost / non-direct administrative cost? 92.5%

9. Are matching funds required? (Yes or No): Yes

9.1. If yes, please answer the following:

9.1.1. What percentage of match funding is required by granting entity? 100%

9.1.2. What is the dollar amount of the County's match? $0.00

Grant Proposal Notification

9.1.3. What Company-Accounting Unit(s) will provide the matching requirement? N/A - Match requirement passed to Subrecipient

10. What amount of funding is already allocated for the project? $0.00

10.1. If allocated, in what Company-Accounting Unit are the funds located? _____

10.2. Will the project proceed if the funding opportunity is not awarded? (Yes or No): No

11. What is the total project cost (Grant Award + Match + Other Allocated Funding)? $288,247.00

Grant Proposal Notifications

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

File #: 24-0363 **Agenda Date:** 1/16/2024 **Agenda #:** 9.D.5.

DUPAGE COUNTY
GOVERNMENT

Grant Proposal Notification

GPN Number: 006-24
(Completed by Finance Department)

Date of Notification: 01/05/2024
(MM/DD/YYYY)

Parent Committee Agenda Date: 01/16/2024
(Completed by Finance Department) (MM/DD/YYYY)

Grant Application Due Date: 12/20/2023
(MM/DD/YYYY)

Name of Grant: Unified Work Program - Competitive Program

Name of Grantor: Chicago Metropolitan Agency for Planning (CMAP)

Originating Entity: Federal Highway Administration (FHWA)
(Name the entity from which the funding originates, if Grantor is a pass-thru entity)

County Department: Division of Transportation

Department Contact: Sidney Kenyon, Senior Planner x6897
(Name, Title, and Extension)

Parent Committee: Transportation

Grant Amount Requested: $ 100,000.00

Type of Grant: Competitive
(Competitive, Continuation, Formula, Project, Direct Payment, Other – Please Specify)

Is this a new non-recurring Grant: ☑ Yes ☐ No

Source of Grant: ☑ Federal ☐ State ☐ Private ☐ Corporate

If Federal, provide CFDA: 20.205 If State, provide CSFA: _____

DUPAGE COUNTY
GOVERNMENT

Grant Proposal Notification

1. Justify the department's need for this grant.

   Division of Transportation is seeking grant funds to support a new bicycle and pedestrian plan. The proposed plan is a complement to the DuPage Mobility Framework, the DuPage Trails Plan, and the ADA Transition Plan. The Plan is proposed to be conducted in phases. In the first phase, grant funds will be used to hire a consultant to manage the public engagement process. All regional plans are to include disadvantaged, disabled, senior and linguistically disparate communities. DuDOT requires assistance to meet the federal requirements.

2. Based on the County's Strategic Plan, which strategic imperative(s) correlate with funding opportunity. Provide a brief explanation.

   Quality of Life - DuDOT wishes to improve pedestrian and bicycle access and continuity with accommodations for senior and disabled members of society.
   Diversity and Inclusion - DuDOT will uphold the federal requirements under the Justice40 initiative to include disadvantaged communities. The County will focus on overcoming language, economic and social barriers to reach communities that are in need of new or rehabilitated infrastructure.

3. What is the period covered by the grant? 07/01/2024 (MM/DD/YYYY) to: 06/30/2025 (MM/DD/YYYY)

   3.1. If period is unknown, estimate the year the project or project phase will begin and anticipated duration:

   3.1.1. _____ (MM/YY) and _____ (Duration)

4. Will the County provide "seed" or startup funding to initiate grant project? (Yes or No) _____

   4.1. If yes, please identify the Company-Accounting Unit used for the funding _____

5. If grant is awarded, how is funding received? (select one):

   5.1. Prior to expenditure of costs (lump-sum reimbursement upfront) ☐

   5.2. After expenditure of costs (reimbursement-based) ☑

Grant Proposal Notification

6. Does the grant allow for Personnel Costs? (Yes or No) Yes

6.1. If yes, what are the total projected salary and fringe benefit costs of personnel charging time to the grant for the entire term of the grant? Compute County-provided benefits at 40%.

6.1.1. Total salary _____ Percentage covered by grant 0%

6.1.2. Total fringe benefits _____ Percentage covered by grant 0%

6.1.3. Are any of the County-provided fringe benefits disallowed? (Yes or No): No

6.1.3.1. If yes, which ones are disallowed?

6.1.3.2. If the grant does not cover 100% of the personnel costs, from what Company-Accounting Unit will the deficit be paid?

6.2. Will receipt of this grant require the hiring of additional staff? (Yes or No): No

6.2.1. If yes, how many new positions will be created?

6.2.1.1. Full-time _____ Part-time _____ Temporary _____

6.2.1.2. Will the headcount of the new position(s) be placed in the grant accounting unit? _____ (Yes or No)

6.2.1.2.1. If no, in what Company-Accounting Unit will the headcount(s) be placed?

Grant Proposal Notification

6.3. Does the grant award require the positions to be retained beyond the grant term? (Yes or No) No

6.3.1. If yes, please answer the following:

6.3.1.1. How many years beyond the grant term? _____

6.3.1.2. What Company-Accounting Unit(s) will be used? _____

6.3.1.3. Total annual salary _____

6.3.1.4. Total annual fringe benefits _____

7. Does the grant allow for direct administrative costs? (Yes or No) Yes

7.1. If yes, please answer the following:

7.1.1. Total estimated direct administrative costs for project $0.00

7.1.2. Percentage of direct administrative costs covered by grant 0%

7.1.3. What percentage of the grant total is the portion covered by the grant 0%

8. What percentage of the grant funding is non-personnel cost / non-direct administrative cost? _____

9. Are matching funds required? (Yes or No): Yes

9.1. If yes, please answer the following:

9.1.1. What percentage of match funding is required by granting entity? 20%

9.1.2. What is the dollar amount of the County's match? $48,950.00

DuDOT is anticipating an over-match if awarded due to a very limited amount of funding in the region.

Grant Proposal Notification

9.1.3. What Company-Accounting Unit(s) will provide the matching requirement? 1500-3500

10. What amount of funding is already allocated for the project? $0.00

10.1. If allocated, in what Company-Accounting Unit are the funds located? _____

10.2. Will the project proceed if the funding opportunity is not awarded? (Yes or No): No

11. What is the total project cost (Grant Award + Match + Other Allocated Funding)? $148,490.00

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

File #: 24-0429 **Agenda Date:** 1/23/2024 **Agenda #:** 10.B.

Policy 2.2	Recruitment Procedures		
Effective Date: 9/14/10 *Last Amended Date:* 2/28/12, 11/23/21	*Applicable Law/Statute:* None	*Source Doc/Dept.:* None/HR	*Authorizing I.C. Sec:* None

RECRUITMENT PROCEDURES 2.2

POLICY

It is the policy of DuPage County Board to follow recruitment procedures that will attract, hire, and retain the most qualified applicants for job vacancies. The County considers educational background, previous experience, and proven skills and abilities while maintaining compliance with applicable employment law. It is also the County's policy to encourage a career within the County by promoting current employees to fill vacancies whenever appropriate.

ELIGIBILITY

- All employees under DuPage County Board Jurisdiction regardless of employment, all applicants, citizens, or residents.

GUIDELINES

A. The employment function is centralized within the Human Resources Department. All employment contacts for full-time, part-time and temporary positions may be originated by the Human Resources Representative for the hiring department, including direct contact with prospective employees.

B. For the recruitment of Seasonal employees, County Departments may conduct the screening and interview process. However, all job postings, receipt of applications, offers of employment and completion of pre-employment requirements will be centralized within the Human Resources Department.

C. When a job opportunity arises, the hiring decision may include the following factors: job knowledge, education, ability and skills, disciplinary record, attendance record, past performance, advancement potential and other job-related criteria.

D. The Human Resources Department is responsible for conducting pre-employment testing, post- offer physicals, and post-offer drug screening, screening applications, interviewing, conducting reference, criminal background and driving record checks, and placing applicants for employment.

E. The County of DuPage supports hiring based on merit and does not discriminate in favor of, or in opposition to, the hiring of more than one member of a family. An employee hired after December 1, 2010 will not be permitted to supervise or be supervised by immediate relatives, as defined in Policy 5.6: Bereavement/Funeral Leave, working within the same department.

F. Relatives of County employees are not precluded from applying for positions within the County. No employee shall participate in the interview or selection process or recommend the selection, promotion, or transfer of a person to whom he/she is a related.

G. The County will post vacant job opportunities on the County's electronic job board along with other job boards as deemed necessary. Job opportunities may be posted for a determined length of time or until the position is filled. Applicants must apply to a job opening to be considered for an open position.

H. Recruitment procedures may be modified for a temporary period of time due to financial situations, as determined by the County Board and approved by the County Board Chairman's designee and the Chief Human Resources Officer. At that time, the departments may be asked to document the need to fill the vacant position.

PROCEDURES

1. All applications and resumes will be screened thoroughly by Human Resources to determine if the applicant meets the minimum educational and skill requirements established in the approved job description/job posting.

2. DuPage County employees interested in positions available within the County can apply through the County's electronic job board. Employees who meet the required qualifications may be considered for the position. Factors that will be considered in assessing a current employee for a new position include, but are not limited to, duration of time in current position, past performance reviews, and disciplinary history. All other considerations being equal, DuPage County employees who meet the qualifications for the new position will be given first consideration for job opportunities.

3. DuPage County is committed to aiding veterans who have served and received an honorable discharge from the Armed Forces of the United States, in order to make a transition into civilian employment. Therefore, when considering applicants with equal qualifications for a position, an applicant who can demonstrate that they have served and received an honorable discharge will be given preference for job opportunities, with special preference given to disabled veterans and those who have served on active duty or in a combat zone within the last year immediately prior to application.

4. DuPage County requires criminal background checks, verification of education and/or required certifications or licenses, work-related references from previous employers and, if applicable, pre-employment and post-offer testing including, but not limited to, drug screening, medical exam, and TB test. Driving record checks will be conducted on all new employees who are required to operate a vehicle as a condition of their employment. As a continuing condition of employment, periodic driving record checks,

criminal background checks, and drug tests may be required.

5. The DuPage County Care Center is required to comply with the State of Illinois Health Care Worker Background Check Act [225 ILCS46]. For positions at the Care Center, appropriate license(s) and healthcare worker registries will be checked in compliance with the Health Care Worker Background Check Act. A fingerprint background check is also required. A conviction of certain crimes may make the employee ineligible to be employed by the Care Center in accordance with the Health Care Worker Background Act.

6. For specific positions within the Facilities Management Department, a criminal background check conducted by the DuPage Sheriff's department will be required as a conviction of certain crimes or pending court cases may make the employee ineligible to be employed.

7. The Human Resources Department will be responsible for collecting information from applicants and ensuring that all required information is collected and complete and that results are acceptable, prior to the new hire's start date. Offers of employment may be made contingent upon acceptable results of pre-employment and post-offer testing with the approval of the Department Head and Chief Human Resources Officer, or County Board's Chairman's designee.

8. Once approval has been authorized by the Department Head and Chief Human Resources Officer or designee, an offer shall be extended to the selected candidate. The Human Resources Representative will conduct any discussions and negotiations regarding terms of employment, including, but not limited to: starting salary, hiring date, vacation time and/or other benefits.

9. All employment offers will be contingent upon completion of all pre-employment requirements. Positions below the approved salary range with a grade lower than 316 do not require additional approval so long as the hiring salary falls within the approved salary range. Positions at or above a grade 316 require approval from the County Board. ~~Positions with hiring salaries within the appropriate approved salary range, do not require additional approval.~~ Positions with a hiring salary outside of the appropriate approved salary range, are required to obtain approval resolution with the County Board. For positions that have a salary adjustment midyear see Policy 4.1 Compensation Practices. All reclassifications, new hires, and promotions for all County Employees will be put into a monthly report submitted to the Finance Committee under informational items. This report shall be called "Staffing Updates".

10. Employees hired into positions of Department Heads shall have their appointment and compensation approved by the DuPage County Board. Employees hired into positions that meet the total compensation package posting requirements of the Illinois Open Meetings Act will be required to start after the required posting period is complete. Where such employees are Department Heads, their employment shall begin after their total compensation package is posted and their appointment is approved by the DuPage County Board.

11. For the purpose of transparency, a Placing Names on Payroll Resolution will include all new hires, re-hires, promotions and job evaluations where any of the foregoing result in an increase in pay for positions with salaries outside of the County approved salary range.