



DU PAGE COUNTY

Judicial and Public Safety Committee

Summary

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

Tuesday, August 19, 2025

8:00 AM

County Board Room

1. CALL TO ORDER

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

Motion to allow remote participation.

Motion was made by Member Tornatore and seconded by Member Yoo to allow Member Zay to participate remotely. All ayes. Motion carried.

2. ROLL CALL

Member Eckhoff and Member DeSart arrived at 8:04 a.m. due to attending other committee meetings.

Other Board members present: Member Paula Garcia (8:05 a.m. due to attending another committee meeting), Member Cindy Cahill (8:06 a.m. due to attending another committee meeting), Member Sheila Rutledge (8:12 a.m. due to attending another committee meeting)

PRESENT	Childress, Evans, Honig, Haider, Ozog, Schwarze, Tornatore, and Yoo
ABSENT	Krajewski
REMOTE	Zay
LATE	DeSart, and Eckhoff

3. PUBLIC COMMENT

No public comments were offered.

4. CHAIR'S REMARKS - CHAIR EVANS

Chair Evans invited the committee to the OHSEM Open House taking place on this day.

5. APPROVAL OF MINUTES:

5.A. [25-1878](#)

Judicial and Public Safety Committee - Regular Meeting Minutes - Tuesday, August 5, 2025.

RESULT:	APPROVED
MOVER:	Michael Childress
SECONDER:	Andrew Honig

5.B. [25-1882](#)

Judicial and Public Safety Committee - Special Call Meeting Minutes - Tuesday, August 5, 2025.

RESULT:	APPROVED
MOVER:	Michael Childress
SECONDER:	Saba Haider

6. **PROCUREMENT REQUISITIONS**

Motion to combine 6.A. to 6.B.

Member Zay inquired about items 6.A. and 6.B. and an OHSEM staff member answered his questions.

Member Haider made a motion, and Member Childress seconded to combine 6.A. and 6.B. All ayes, motion carried.

6.A. [25-1945](#)

Recommendation for the approval of a contract to Dazzo's Auto Repair & Towing, to provide towing services and vehicle storage for unauthorized vehicles at the DuPage County Government Center Campus, for the period of September 1, 2025 to November 30, 2026, for a total contract amount not to exceed \$0, per lowest responsible bid #25-061-OHSEM. (Office of Homeland Security and Emergency Management)

RESULT:	APPROVED
MOVER:	Grant Eckhoff
SECONDER:	Yeena Yoo

6.B. [25-1946](#)

Recommendation for the approval of a contract to Deluxe Towing, Inc., to provide towing services and vehicle storage for unauthorized vehicles at the DuPage County Government Center Campus, for the period of September 1, 2025 to November 30, 2026, for a total contract amount not to exceed \$0, per lowest responsible bid #25-061-OHSEM. (Office of Homeland Security and Emergency Management)

RESULT:	APPROVED
MOVER:	Grant Eckhoff
SECONDER:	Yeena Yoo

RESULT:	APPROVED THE CONSENT AGENDA
MOVER:	Grant Eckhoff
SECONDER:	Yeena Yoo

6.C. [JPS-P-0034-25](#)

Recommendation for the approval of a County Contract issued to Monterrey Security Consultants, Inc., to provide security services, for the Office of Homeland Security and Emergency Management/Security Division, for the period of December 1, 2025 through November 30, 2028, for a contract amount not to exceed \$4,334,766.17; per RFP #25-089-OHSEM. (Office of Homeland Security and Emergency Management)

RESULT: APPROVED AND SENT TO FINANCE

MOVER: Andrew Honig

SECONDER: Saba Haider

7. RESOLUTIONS

7.A. [FI-R-0127-25](#)

Acceptance & appropriation of the Donated Funds Initiative Program Grant PY26 Inter-Governmental Agreement No. FCSEJ00210, Company 5000 - Account Unit 6560, in the amount of \$103,119. (State's Attorney's Office)

Member Yoo inquired about this item, and a member of the State's Attorney's Office answered.

RESULT: APPROVED AND SENT TO FINANCE

MOVER: Yeena Yoo

SECONDER: Saba Haider

8. ACTION ITEMS

Motion to combine 8.A. to 8.K.

Member Tornatore made a motion and Member Honig seconded to combine items 8.A. to 8.K. All ayes, motion carried.

8.A. [JPS-O-0002-25](#)

Enabling Ordinance - Hinsdale Point Condominium Association for Traffic Control in Residential Subdivision. (Sheriff's Office)

RESULT: APPROVED AT COMMITTEE

MOVER: Dawn DeSart

SECONDER: Yeena Yoo

8.B. [JPS-O-0003-25](#)

Enabling Ordinance - Woods of Hobson Greene Association for Traffic Control in Residential Subdivision. (Sheriff's Office)

RESULT:	APPROVED AT COMMITTEE
MOVER:	Dawn DeSart
SECONDER:	Yeena Yoo

8.C. [JPS-O-0004-25](#)

Enabling Ordinance - Oak Brook Towers Homeowners' Association and Oak Brook Towers Townhome Association for Traffic Control in Residential Subdivision. (Sheriff's Office)

RESULT:	APPROVED AT COMMITTEE
MOVER:	Dawn DeSart
SECONDER:	Yeena Yoo

8.D. [JPS-O-0005-25](#)

Enabling Ordinance - Oak Brook Colony Condominium Association, for Traffic Control in Residential Subdivision. (Sheriff's Office)

RESULT:	APPROVED AT COMMITTEE
MOVER:	Dawn DeSart
SECONDER:	Yeena Yoo

8.E. [JPS-O-0006-25](#)

Enabling Ordinance - Stratford Green Condominium Association, for Traffic Control in Residential Subdivision. (Sheriff's Office)

RESULT:	APPROVED AT COMMITTEE
MOVER:	Dawn DeSart
SECONDER:	Yeena Yoo

8.F. [JPS-O-0007-25](#)

Enabling Ordinance - Waterfall Glen Condominium Association, for Traffic Control in Residential Subdivision. (Sheriff's Office)

RESULT:	APPROVED AT COMMITTEE
MOVER:	Dawn DeSart
SECONDER:	Yeena Yoo

8.G. [JPS-O-0008-25](#)

Enabling Ordinance - Burr Ridge School District 180 School Board, for Traffic Control on the Anne M. Jeans Elementary School Ground Roadways. (Sheriff's Office)

RESULT:	APPROVED AT COMMITTEE
MOVER:	Dawn DeSart
SECONDER:	Yeena Yoo

8.H. [JPS-O-0009-25](#)

Enabling Ordinance - Chambord Property Owners' Association, for Traffic Control in Residential Subdivision. (Sheriff's Office)

RESULT:	APPROVED AT COMMITTEE
MOVER:	Dawn DeSart
SECONDER:	Yeena Yoo

8.I. [JPS-O-0010-25](#)

Enabling Ordinance - Brandywine Towne Houses Improvement Association, for Traffic Control in Residential Subdivision. (Sheriff's Office)

RESULT:	APPROVED AT COMMITTEE
MOVER:	Dawn DeSart
SECONDER:	Yeena Yoo

8.J. [JPS-O-0011-25](#)

Enabling Ordinance - Board of Education of Glenbard Township High School District 87, for Traffic Control on Glenbard South High School Ground Roadways. (Sheriff's Office)

RESULT:	APPROVED AT COMMITTEE
MOVER:	Dawn DeSart
SECONDER:	Yeena Yoo

8.K. [JPS-O-0012-25](#)

Enabling Ordinance - Four Lakes Condominium Associations (1, 2, 3, A, B, C, D) Abbey Apartments and Tower Apartments Association, for Traffic Control in Residential Subdivision. (Sheriff's Office)

RESULT:	APPROVED AT COMMITTEE
MOVER:	Dawn DeSart
SECONDER:	Yeena Yoo

Member Honig and Member Garcia inquired about combined items 8.A. to 8.K. and a member of the Sheriff's office answered their questions.

RESULT:	APPROVED THE CONSENT AGENDA
MOVER:	Dawn DeSart
SECONDER:	Yeena Yoo

8.L. [JPS-CO-0006-25](#)

Amendment to Purchase Order 7363-0001 SERV, issued to Streicher's, Inc., to increase the contract encumbrance in the amount of \$75,000, for a new contract total not to exceed \$240,000. (Sheriff's Office)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Saba Haider
SECONDER:	Grant Eckhoff

9. **INFORMATIONAL**

9.A. [25-1870](#)

Safe Harbor Monthly Report - July 2025

RESULT:	ACCEPTED AND PLACED ON FILE
MOVER:	Saba Haider
SECONDER:	Yeena Yoo

10. **FY26 BUDGET PRESENTATIONS**

10.A. DuPage County 18th Judicial Circuit Court - Honorable Chief Judge Bonnie Wheaton
Chief Judge Bonnie Wheaton presented the 18th Judicial Circuit Court FY26 Budget request to the committee and answered questions from committee members regarding the request.

10.B. DuPage County Circuit Court Clerk - Candice Adams

Circuit Court Clerk Candice Adams presented the Circuit Court Clerk FY26 Budget request to the committee and answered questions from committee members regarding the request.

11. **OLD BUSINESS**

No old business was discussed.

12. **NEW BUSINESS**

No new business was discussed.

13. ADJOURNMENT

With no further business, the meeting was adjourned.



Minutes

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

File #: 25-1878

Agenda Date: 8/19/2025

Agenda #: 5.A.



DU PAGE COUNTY

Judicial and Public Safety Committee

Draft Summary

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

Tuesday, August 5, 2025

8:00 AM

County Board Room

1. CALL TO ORDER

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

2. ROLL CALL

Other Board Members present: Member Paula Garcia, Member Sheila Rutledge and Member Cindy Cronin Cahill (arrived at 8:22 a.m.)

PRESENT	Childress, DeSart, Eckhoff, Honig, Haider, Krajewski, Schwarze, Zay, and Yoo
ABSENT	Evans, Ozog, and Tornatore

3. PUBLIC COMMENT

No public comments were offered.

4. CHAIR'S REMARKS

Chair Eckhoff let the committee know that he is filling in for Chair Evans this morning, as she was selected to be an Edgar Fellow.

5. APPROVAL OF MINUTES

5.A. [25-1830](#)

Judicial and Public Safety Committee - Regular Meeting Minutes - Tuesday, June 17, 2025.

RESULT:	APPROVED
MOVER:	Michael Childress
SECONDER:	Greg Schwarze

6. PROCUREMENT REQUISITIONS

6.A. [JPS-P-0032-25](#)

Recommendation for the approval of a contract purchase order to Axon Enterprise, Inc., for the purchase of an Axon Body 4 Camera Bundle, for the Sheriff's Office, for the period of September 1, 2025 through November 30, 2028, for a contract total amount not to exceed \$625,198.30. Contract pursuant to the Intergovernmental Cooperation Act (Sourcewell Contract #101223-AXN). (Sheriff's Office)

RESULT:	APPROVED AND SENT TO FINANCE
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MOVER:	Michael Childress
SECONDER:	Yeena Yoo

6.B. [JPS-P-0033-25](#)

Recommendation for the approval of a contract purchase order to Heartland Business Systems, to provide FortiSOCaaS, for the Sheriff's Office, for the period of August 5, 2025 through August 5, 2028, for a contract total not to exceed \$301,738.65. Contract pursuant to the Intergovernmental Cooperation Act (TIPS Contract #220105). (Sheriff's Office)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Jim Zay
SECONDER:	Dawn DeSart

6.C. [25-1795](#)

Recommendation for the approval of a contract purchase order to Image Printing, Inc., for 2026 case jackets, for the Clerk of the Circuit Court, for the period of August 5, 2025 through June 30, 2026, for a total contract amount of \$16,456.75; per bid #23-096-CCC, second of three options to renew. (Clerk of the Circuit Court)

RESULT:	APPROVED
MOVER:	Saba Haider
SECONDER:	Yeena Yoo

7. **RESOLUTIONS**

Motion was made by Member Zay and seconded by Member Honig to combine items 7.A. to 7.F. All ayes, motion carried.

7.A. [FI-R-0117-25](#)

Acceptance & appropriation of the ILDCFS Children's Advocacy Center Grant PY26 Agreement No. 3871779026, Company 5000 - Accounting Unit 6580, in the amount of \$348,207. (State's Attorney's Office)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Jim Zay
SECONDER:	Andrew Honig

7.B. [FI-R-0119-25](#)

Acceptance & appropriation of the National Forensic Science Improvement Program Grant PY24 Inter-Governmental Agreement No. 724503, Company 5000 - Accounting Unit 4520, in the amount of \$171,088. (Sheriff's Office)

RESULT: APPROVED AND SENT TO FINANCE

MOVER: Jim Zay

SECONDER: Andrew Honig

7.C. [FI-R-0121-25](#)

Acceptance & appropriation of the Victims of Crime Act - Child Advocacy Center Services Program Grant PY26 Agreement No. 223003, Company 5000 - Accounting Unit 6600, in the amount of \$67,740. (State's Attorney's Office)

RESULT: APPROVED AND SENT TO FINANCE

MOVER: Jim Zay

SECONDER: Andrew Honig

7.D. [FI-R-0122-25](#)

Acceptance & appropriation of the Violent Crime Victims Assistance Program Special Project Grant PY26 Agreement No. 26-0620, Company 5000 - Accounting Unit 6620, in the amount of \$37,825. (State's Attorney's Office)

RESULT: APPROVED AND SENT TO FINANCE

MOVER: Jim Zay

SECONDER: Andrew Honig

7.E. [FI-R-0123-25](#)

Acceptance & appropriation of the Missing Pieces Grant PY25, Agreement No. IHS-2022C1-26114, Company 5000 - Accounting Unit 4140, in the amount of \$25,000. (Coroner's Office)

RESULT: APPROVED AND SENT TO FINANCE

MOVER: Jim Zay

SECONDER: Andrew Honig

7.F. [FI-R-0124-25](#)

Acceptance & appropriation of the Illinois Family Violence Coordinating Council Grant PY26 Inter-Governmental Agreement No. 322618, Company 5000 - Accounting Unit 6000, in the amount of \$49,000. (18th Judicial Circuit Court)

RESULT: APPROVED AND SENT TO FINANCE

MOVER: Jim Zay

SECONDER: Andrew Honig

RESULT: APPROVED THE CONSENT AGENDA

MOVER: Jim Zay

SECONDER: Andrew Honig

8. BUDGET TRANSFERS**8.A. [25-1832](#)**

Transfer of funds from account no. 1000-4410-50010 (Overtime) to account no. 1000-4404-50010 (Overtime) for unanticipated overtime incurred due to cyber event in the amount of \$25,000. (Sheriff's Office)

RESULT: APPROVED

MOVER: Jim Zay

SECONDER: Saba Haider

8.B. [25-1833](#)

Transfer of funds from account no. 1000-5900-50050 (Temporary Salaries) to account no. 1000-5900-53820 (Grant Services) to cover actual revenues paid into funds for disbursement to approved agencies in the amount of \$12,719. (18th Judicial Circuit Court)

RESULT: APPROVED

MOVER: Jim Zay

SECONDER: Saba Haider

9. INFORMATIONAL**9.A. [25-1834](#)**

Public Defender's Office April 2025 Monthly Statistical Report (Public Defender's Office)

RESULT: ACCEPTED AND PLACED ON FILE

MOVER: Yeena Yoo

SECONDER: Jim Zay

9.B. [25-1835](#)

Public Defender's Office May 2025 Monthly Statistical Report (Public Defender's Office)

RESULT: ACCEPTED AND PLACED ON FILE

MOVER: Yeena Yoo

SECONDER: Jim Zay

9.C. [25-1836](#)

Public Defender's Office June 2025 Monthly Statistical Report (Public Defender's Office)

RESULT:	ACCEPTED AND PLACED ON FILE
MOVER:	Yeena Yoo
SECONDER:	Jim Zay

9.D. [25-1837](#)

Safe Harbor Monthly Report - June 2025 (18th Judicial Circuit Court)

RESULT:	ACCEPTED AND PLACED ON FILE
MOVER:	Yeena Yoo
SECONDER:	Jim Zay

10. FY26 BUDGET PRESENTATIONS

10.A. DuPage County Coroner's Office - Coroner Judith Lukas

Coroner Judith Lukas presented the Coroner's FY26 Budget Request to the committee. Committee Members inquired about some of the line items, and Coroner Lukas will provide answers to their questions.

10.B. Office of Homeland Security and Emergency Management - Director Craig Dieckman

Director of Homeland Security and Emergency Management Craig Dieckman presented the FY26 Budget request for the Office of Homeland Security and Emergency Management. Director Dieckman and Chief Administrative Officer Nick Kottmeyer answered all budget inquiries.

11. OLD BUSINESS

Member Zay inquired about the Budget presentation schedule for this year.

Member Krajewski inquired about budgets moving forward and calculating projected costs for the remainder of the year.

12. NEW BUSINESS

No new business was discussed.

13. ADJOURNMENT

With no further business, the meeting was adjourned.



Minutes

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

File #: 25-1882

Agenda Date: 8/19/2025

Agenda #: 5.B.



DU PAGE COUNTY

Judicial and Public Safety Committee

Final Summary

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

Tuesday, August 5, 2025

11:30 AM

County Board Room

Special Call

1. CALL TO ORDER

11:30 AM meeting was called to order by Chair Eckhoff at 11:30 AM.

2. ROLL CALL

Other Board Members present: Chair Deb Conroy, Member Paula Garcia, Member Sadia Covert, Member Kari Galassi (Remote)

Member Garcia moved and Member Haider seconded a motion to allow Member Zay to participate remotely.

PRESENT	Childress, DeSart, Eckhoff, Honig, Haider, Ozog, Schwarze, and Yoo
ABSENT	Evans, Krajewski, and Tornatore
REMOTE	Zay

3. PUBLIC COMMENT

No public comments were offered.

4. CHAIR'S REMARKS

No remarks were offered.

5. FY26 BUDGET PRESENTATIONS

5.A. DuPage County State's Attorney's Office - State's Attorney Robert Berlin

State's Attorney Bob Berlin presented the State's Attorney's Office FY26 Budget request to the committee and answered questions from committee members regarding the request.

A motion was made by Member Garcia and seconded by Member Yoo to allow Member Kari Galassi to participate remotely, all "ayes" and the motion was carried.

5.B. DuPage County Sheriff's Office - Sheriff James Mendrick

Undersheriff Eddie Moore and Deputy Chief Dan Bilodeau presented the Sheriff's Office FY26 Budget request to the committee and answered questions from committee members regarding the request.

5.C. DuPage County Public Defender's Office - Public Defender Jeff York

Public Defender Jeff York presented the Public Defender's FY26 Budget request to the committee and answered questions from committee members regarding the request.

6. OLD BUSINESS

No old business was discussed.

7. NEW BUSINESS

No new business was discussed.

8. ADJOURNMENT

With no further business, the meeting was adjourned.



Judicial/Public Safety Requisition under \$30,000

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

File #: 25-1945

Agenda Date: 8/19/2025

Agenda #: 6.A.



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 #: 25-061-OHSEM	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$0.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 08/19/2025	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$0.00
	CURRENT TERM TOTAL COST: \$0.00	MAX LENGTH WITH ALL RENEWALS: THREE YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Dazzo's Auto Repair & Towing	VENDOR #:	DEPT: OHSEM/Security Division	DEPT CONTACT NAME: Craig Dieckman
VENDOR CONTACT: Robert Dazzo	VENDOR CONTACT PHONE: 630-668-6095	DEPT CONTACT PHONE #: 630-407-2916	DEPT CONTACT EMAIL: craig.dieckman@dupagecounty.gov
VENDOR CONTACT EMAIL: robertdazzo@sbcglobal.net	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.). Provide towing services and vehicle storage for unauthorized vehicles at the DuPage County Government Center campus. An RFQ was issued. All costs are paid by the vehicle owner. There is no cost to DuPage County.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Vehicles are sometimes abandoned or parked without authorization on DuPage County property and need to be removed. This company will tow and store vehicles at the owner's expense. There is no cost to 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. LOWEST RESPONSIBLE QUOTE/BID (QUOTE < \$25,000, BID ≥ \$25,000; ATTACH TABULATION)
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement.
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Dazzo's Auto Repair & Towing	Vendor#:	Dept: OHSEM	Division: Security Division
Attn: Robert Dazzo	Email: robertdazzo@sbcglobal.net	Attn: Craig Dieckman	Email: craig.dieckman@dupagecounty.gov
Address: 853 E. Wilson Street	City: Batavia	Address: 421 N County Farm Road	City: Wheaton
State: IL	Zip: 60510	State: IL	Zip: 60187
Phone: 630-761-0309	Fax:	Phone: 630-407-2916	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Dazzo's Auto Repair & Towing	Vendor#:	Dept: OHSEM	Division: Security Division
Attn: Robert Dazzo	Email: robertdazzo@sbcglobal.net	Attn: Craig Dieckman	Email: craig.dieckman@dupagecounty.gov
Address: 853 E. Wilson Street	City: Batavia	Address: 421 N County Farm Road	City: Wheaton
State: IL	Zip: 60510	State: IL	Zip: 60187
Phone: 630-668-6095	Fax:	Phone: 630-407-2916	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Sep 1, 2025	Contract End Date (PO25): Nov 30, 2026

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1		EA			FY25						0.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 0.00

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. All charges are paid by the vehicle owner. There is no cost to DuPage County.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.



**THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
TOWING SERVICES & VEHICLE STORAGE 25-061-OEM
BID TABULATION**

		✓	✓
		Dazzo's Auto Repair, Inc.	Deluxe Towing, Inc.
NO.	ITEM	PRICE	PRICE
1	Tow to Storage Facility - Vehicles less than 14,000 lbs. GVW	\$ 200.00	\$ 225.00
	Tow to Storage Facility - Vehicles 14,000 lbs. GVW or more, but less than 23,500 lbs. GVW	\$ 520.00	\$ 275.00
	Tow to Storage Facility - Vehicles 23,500 lbs. GVW or more	\$ 750.00	NO BID
2	Daily Vehicle Storage - Vehicles less than 14,000 lbs. GVW	\$ 50.00	\$ 50.00
	Daily Vehicle Storage - Vehicles 14,000 lbs. GVW or more, but less than 23,500 lbs. GVW	\$ 75.00	NO BID
	Daily Vehicle Storage- Vehicles 23,500 lbs. GVW or more	\$ 100.00	NO BID

NOTES

Bid Opening 4/30/2025 @ 4:00 P.M.	BR, HK, SR
Invitations Sent	8
Total Vendors Requesting Documents	0
Total Bid Responses	2

QUOTE PRICING FORM

Section I: Contact Information

Please complete the contact information below.

QUOTE NUMBER:	25-061-OEM
COMPANY NAME:	DAZZO'S AUTO REPAIR + Towing
CONTACT PERSON:	ROBERT DAZZO
CONTACT EMAIL:	ROBERTDAZZO@SBCGLOBAL.NET

Section II: Pricing

In addition to the rates requested below, Bidder shall provide a full rate card that contains all policies related to operations, including but not limited to normal hours of operation.

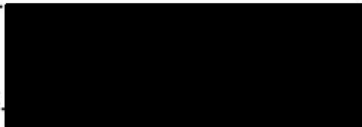
NO.	ITEM	Vehicles Less Than 14,000 lbs. GVW	Vehicles 14,000 lbs. GVW or More, but Less Than 23,500 lbs. GVW	Vehicles 23,500 lbs. GVW or More
1	Price per Tow to Storage Facility	\$ 200	\$ 520	\$ 750
2	Price for Vehicle Storage per Day	\$ 50	\$ 75	\$ 100

Bidder shall provide the address of its storage facility below.

853 E. WILSON ST, BATAVIA, IL 60510

Section III: Certification

By signing below, the Bidder agrees to provide the required goods and/or services described in the Quote Specifications for the prices quoted on this Quote Pricing Form.

Printed Name: ROBERT DAZZO Signature: 

Title: PRESIDENT Date: 4-28-25



DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

SIGNATURE PAGE

Section I: Contact Information

Please complete the contact information below.

QUOTE NUMBER:	25-061-OEM
COMPANY NAME:	DAZZO'S AUTO REPAIR + Towing
CONTACT PERSON:	ROBERT DAZZO
CONTACT EMAIL:	ROBERT DAZZO @ SBC GLOBAL . NET

Section II: Certification

By signing below, the Bidder agrees to provide the service, and/or supplies as described in this quote and subject, without limitation, to all specifications, terms, and conditions herein contained. Further, the Bidder acknowledges receipt of any addendum issued.

Printed Name: ROBERT DAZZO

Signature



Title: PRESIDENT

Date: 4-28-25

An updated Vendor Ethics Disclosure form has been requested.



Judicial/Public Safety Requisition under \$30,000

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

File #: 25-1946

Agenda Date: 8/19/2025

Agenda #: 6.B.



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 #: 25-061-OHSEM	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$0.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 08/19/2025	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$0.00
	CURRENT TERM TOTAL COST: \$0.00	MAX LENGTH WITH ALL RENEWALS: THREE YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Deluxe Towing, Inc.	VENDOR #:	DEPT: OHSEM/Security Division	DEPT CONTACT NAME: Craig Dieckman
VENDOR CONTACT: Antonio Munoz	VENDOR CONTACT PHONE: 630-668-6095	DEPT CONTACT PHONE #: 630-407-2916	DEPT CONTACT EMAIL: craig.dieckman@dupagecounty.gov
VENDOR CONTACT EMAIL: info@deluxetowing.com	VENDOR WEBSITE: www.deluxetowing.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.). Provide towing services and vehicle storage for unauthorized vehicles at the DuPage County Government Center campus. An RFQ was issued. All costs are paid by the vehicle owner. There is no cost to DuPage County.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Vehicles are sometimes abandoned or parked without authorization on DuPage County property and need to be removed. This company will tow and store vehicles at the owner's expense. There is no cost to 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. LOWEST RESPONSIBLE QUOTE/BID (QUOTE < \$25,000, BID ≥ \$25,000; ATTACH TABULATION)
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement.
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Deluxe Towing, Inc.	Vendor#:	Dept: OHSEM	Division: Security Division
Attn: Antonio Munoz	Email: info@deluxetowing.com	Attn: Craig Dieckman	Email: craig.dieckman@dupagecounty.gov
Address: 365 E St. Charles Road	City: Carol Stream	Address: 421 N County Farm Road	City: Wheaton
State: IL	Zip: 60188	State: IL	Zip: 60187
Phone: 630-668-6095	Fax:	Phone: 630-407-2916	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Deluxe Towing, Inc.	Vendor#:	Dept: OHSEM	Division: Security Division
Attn: Antonio Munoz	Email: info@deluxetowing.com	Attn: Craig Dieckman	Email: craig.dieckman@dupagecounty.gov
Address: 365 E St. Charles Road	City: Carol Stream	Address: 421 N County Farm Road	City: Wheaton
State: IL	Zip: 60188	State: IL	Zip: 60187
Phone: 630-668-6095	Fax:	Phone: 630-407-2916	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Sep 1, 2025	Contract End Date (PO25): Nov 30, 2026

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1		EA			FY25						0.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 0.00

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. All charges are paid by the vehicle owner. There is no cost to DuPage County.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.



**THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
TOWING SERVICES & VEHICLE STORAGE 25-061-OEM
BID TABULATION**

		✓	✓
		Dazzo's Auto Repair, Inc.	Deluxe Towing, Inc.
NO.	ITEM	PRICE	PRICE
1	Tow to Storage Facility - Vehicles less than 14,000 lbs. GVW	\$ 200.00	\$ 225.00
	Tow to Storage Facility - Vehicles 14,000 lbs. GVW or more, but less than 23,500 lbs. GVW	\$ 520.00	\$ 275.00
	Tow to Storage Facility - Vehicles 23,500 lbs. GVW or more	\$ 750.00	NO BID
2	Daily Vehicle Storage - Vehicles less than 14,000 lbs. GVW	\$ 50.00	\$ 50.00
	Daily Vehicle Storage - Vehicles 14,000 lbs. GVW or more, but less than 23,500 lbs. GVW	\$ 75.00	NO BID
	Daily Vehicle Storage- Vehicles 23,500 lbs. GVW or more	\$ 100.00	NO BID

NOTES

Bid Opening 4/30/2025 @ 4:00 P.M.	BR, HK, SR
Invitations Sent	8
Total Vendors Requesting Documents	0
Total Bid Responses	2

QUOTE PRICING FORM

Section I: Contact Information

Please complete the contact information below.

QUOTE NUMBER:	25-061-OEM
COMPANY NAME:	Deluxe Towing, Inc.
CONTACT PERSON:	Nichole / Antonio
CONTACT EMAIL:	Info@deluxe towing.com deluxe Towing3742@gmail.com

Section II: Pricing

In addition to the rates requested below, Bidder shall provide a full rate card that contains all policies related to operations, including but not limited to normal hours of operation.

NO.	ITEM	Vehicles Less Than 14,000 lbs. GVW	Vehicles 14,000 lbs. GVW or More, but Less Than 23,500 lbs. GVW	Vehicles 23,500 lbs. GVW or More
1	Price per Tow to Storage Facility	\$ 225.00	\$ 275.00	\$ —
2	Price for Vehicle Storage per Day	\$ 50.00	\$	\$

Bidder shall provide the address of its storage facility below.

365 E. St. Charles Rd. Carol Stream, IL 60188

Section III: Certification

By signing below, the Bidder agrees to provide the required goods and/or services described in the Quote Specifications for the prices quoted on this Quote Pricing Form.

Printed Name: Antonio Munoz

Signature

Title: owner

Date:

4-25-25



DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

SIGNATURE PAGE

Section I: Contact Information

Please complete the contact information below.

QUOTE NUMBER:	25-061-OEM
COMPANY NAME:	Deluxe Towing, Inc.
CONTACT PERSON:	Nichole / Antonio
CONTACT EMAIL:	Info@deluxe towing.com deluxe.towing 3792@gmail.com

Section II: Certification

By signing below, the Bidder agrees to provide the service, and/or supplies as described in this quote and subject, without limitation, to all specifications, terms, and conditions herein contained. Further, the Bidder acknowledges receipt of any addendum issued.

Printed Name: Antonio Munoz

Signature

Title: Owner

Date: 4-25-25



DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	25-061-OEM
COMPANY NAME:	Deluxe Towing, Inc.
CONTACT PERSON:	Nichole Woodall / Antonio Munoz
CONTACT EMAIL:	Info@deluxe towing.com

Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. The contractor, union, or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

Has the Bidder made contributions as described above?

☐ Yes

☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

All contractors and vendors who have obtained or are seeking contracts with the County shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☐ Yes

☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner;
- 30 days prior to the optional renewal of any contract;
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text of the County's Ethics Ordinance is available at:

[Ethics | DuPage Co, IL](#)

The full text of the County's Procurement Ordinance is available at:

[ARTICLE VI. - PROCUREMENT | Code of Ordinances | DuPage County, IL | Municode Library](#)

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Antonio Munoz

Signature: 

Title: owner

Date: 8-13-25



Judicial/Public Safety Requisition \$30,000 and Over

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

File #: JPS-P-0034-25

Agenda Date: 8/19/2025

Agenda #: 16.B.

AWARDING RESOLUTION
ISSUED TO MONTERREY SECURITY CONSULTANTS, INC.
TO PROVIDE SECURITY SERVICES
(CONTRACT TOTAL AMOUNT: \$4,334,766.17)

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

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for the issuance of a contract to provide security services for the County campus, for the period of December 1, 2025 to November 30, 2028.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to provide security services, for the Office of Homeland Security and Emergency Management, for the period of December 1, 2025 to November 30, 2028, is hereby approved for issuance of a contract by the Procurement Division to Monterrey Security Consultants, Inc., 2232 S. Blue Island Avenue, IL 60608, for a total contract amount not to exceed \$4,334,766.17, per RFP #25-089-OHSEM.

Enacted and approved this 26th day of August, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID #:	RFP, BID, QUOTE OR RENEWAL #: RFP #25-089-OHSEM	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$1,414,299.24
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 08/19/2025	PROMPT FOR RENEWAL: 6 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$4,334,766.17
	CURRENT TERM TOTAL COST: \$1,414,299.24	MAX LENGTH WITH ALL RENEWALS: THREE YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Monterrey Security Consultants, Inc.	VENDOR #: 37860	DEPT: OHSEM/Security Division	DEPT CONTACT NAME: Craig Dieckman
VENDOR CONTACT: Michael H Boyle	VENDOR CONTACT PHONE: 773-565-0405	DEPT CONTACT PHONE #: 630-407-2916	DEPT CONTACT EMAIL: craig.dieckman@dupagecounty.gov
VENDOR CONTACT EMAIL: mboyle@monterreysecurity.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.). Physical security services for a one (1) year period with the option to renew for two additional one year terms, for the DuPage County Government Center. The cost of the services for year one (1) is \$1,414,299.24 per RFP, 25-089-OHSEM.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished DuPage County has elected to contract security services for the DuPage County Government Center. This decision streamlines services and potentially saves costs to the County. Therefore, a decision was made to distribute a Request for Proposal (RFP). Forty-one (41) invitations were sent out to various security organizations. Eight (8) security companies submitted bids to the County. Through a quantitative, objective process.			

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.
RFP (REQUEST FOR PROPOSAL)	

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. Specifications for security services were developed for the RFP and invitations were sent out to security organizations. Eight (8) organizations responded to the RFP which were independently reviewed by a three (3) member team and ranked to provide the best possible services for the County. The results were provided to the Procurement Department who calculated them, to include pricing, and Monterrey Security Consultants was selected based on the quantitative and weighted score.
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) Engage another firm on the bid tabulation. 2) Do not engage any firm and hire staff to manage DuPage County Security.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement.
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Monterrey Security Consultants	Vendor#: 37860	Dept: OHSEM	Division: Security
Attn: Michael Boyle	Email: Mboyle@monterreysecurity.com	Attn: Craig Dieckman	Email: craig.dieckman@dupagecounty.gov
Address: 2232 S Blue Island Avenue	City: Chicago	Address: 421 N. County Farm Rd	City: Wheaton
State: IL	Zip: 60608	State: IL	Zip: 60187
Phone: 773-565-0405	Fax:	Phone: 630-407-2916	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Same as above	Vendor#:	Dept: OHSEM	Division: Security
Attn:	Email:	Attn: Craig Diecman	Email: craig.dieckman@dupagecounty.gov
Address:	City:	Address: 421 N. County Farm Rd.	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-2916	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 1, 2025	Contract End Date (PO25): Nov 30, 2026

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Security Services	FY25	1000	1130	53809		1,414,299.24	1,414,299.24
FY is required, ensure the correct FY is selected.										Requisition Total	\$ 1,414,299.24

Comments	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.



THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
CONTRACTED SECURITY OFFICERS 25-089-OHSEM
BID TABULATION

✓

Criteria	Available Points	Andy Frain Services, Inc.	Controlled F.O.R.C.E., Inc.	Gamma Team Security Inc.	Monterrey Security Consultants, Inc.	Security Pro Intel. (SPI)	Vets Securing America
Firm Qualifications	30	17.33	7.00	7.33	27.33	7.33	18.67
Key Qualifications	20	12.33	4.00	5.00	18.67	5.33	12.67
Project Understanding	30	17.67	7.33	6.67	29.33	7.67	18.00
Price	20	20.00	18.77	19.31	19.59	0.00	14.14
Total	100	67.33	37.11	38.31	94.93	20.33	63.47

Fee and Rate Proposal	\$ 4,246,576.61	\$ 4,524,062.48	\$ 4,399,257.90	\$ 4,334,766.17	\$ -	\$ 6,006,284.96
Percentage of points	100%	94%	97%	98%	0%	71%
Points awarded (wtd against lowest price)	20.00	18.77	19.31	19.59	0.00	14.14

NOTES

- 1) PalAmerican Security has been deemed non-responsive due to not including required document(s).
- 2) The 555 Group has been deemed non-responsive due to not including required document(s).
- 3) Security Pro Intel. ((SPI) pricing has been deemed non-responsive for not providing price as requested.

RFP Posted on 7/11/2025	VC, SR
Bid Opened On 8/7/2025, 2:30 PM by	
Invitations Sent	41
Total Requesting Documents	9
Total Bid Responses Received	8



DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

PROPOSAL FORM

Section I: Contact Information

Complete the contact information below.

RFP NUMBER:	25-089-OHSEM
COMPANY NAME:	MONTERREY SECURITY CONSULTANTS, INC
MAIN ADDRESS:	2232 S BLUE ISLAND AVE
CITY, STATE, ZIP CODE:	CHICAGO, IL 60608
TELEPHONE NO.:	773-565-0405
CONTACT PERSON:	MICHAEL H BOYLE
CONTACT EMAIL:	MBOYLE@MONTERREYSECURITY.COM

Section III: Certification

The undersigned certifies that they are:

- ☐ The Owner or Sole Proprietor ☐ A Member authorized to sign on behalf of the Partnership ☒ An Officer of the Corporation ☐ A Member of the Joint Venture

Herein after called the Offeror and that the members of the Partnership or Officers of the Corporation are as follows:

JUAN GAYTAN, JR (President or Partner)	(Vice-President or Partner)
JUAN GAYTAN, JR (Secretary or Partner)	JUAN GAYTAN, JR (Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Officer, DuPage County, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. 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 and at the price therein prescribed.

Further, the undersigned certifies and warrants that they are duly authorized to execute this certification/affidavit on behalf of the Offeror and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Offeror and is true and accurate.

Further, the undersigned certifies that the Offeror is not barred from proposing on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33 E-4, Proposal rigging or Proposal-rotating, or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that they have examined and carefully prepared this Proposal and have checked the same in detail before submitting this Proposal, and that the statements contained herein are true and correct.

If a Corporation, the undersigned, further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed nor modified, and that the same remain in full force and effect. (Offeror may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the Offeror certifies that they have provided equipment, supplies, or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the Offeror, if awarded the contract, agrees to do all other things required by the contract documents, and that it will take in full payment therefore the sums set forth in the cost schedule.

PROPOSAL AWARD CRITERIA

The Offeror acknowledges and agrees that the proposal will be awarded to the most responsive, responsible vendor meeting specifications based upon the highest score compiled during evaluation of the proposals outlined in the selection process.

The Offeror agrees to provide the service described in this solicitation and in the contract specifications under the conditions outlined in attached documents for the amount stated.

By signing below, the Offeror agrees to the terms of this Proposal Form and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Offeror: JUAN GAYTAN, JR

Signature: 

Title: PRESIDENT

Date: 7/30/2025



**MONTERREY SECURITY CONSULTANTS, INC
RESPONSE TO RFP 25-089-OHSEM
CONTRACTED SECURITY OFFICERS
COUNTY OF DUPAGE**

PRICING PROPOSAL

Proposal Contact

Michael Boyle
Corporate General Manager
Monterrey Security Consultants, Inc
2232 S Blue Island Ave, Chicago, IL 60608
mboyle@monterreysecurity.com
773-565-0405



PROPOSAL PRICING FORM

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	08072025-OHSEM1
COMPANY NAME:	MONTERREY SECURITY CONSULTANTS, INC
CONTACT PERSON:	MICHAEL H BOYLE
CONTACT EMAIL:	MBOYLE@MONTERREYSECURITY.COM

Section II: Pricing

Bidder shall provide hourly rate for each year's service.

Holiday Hours and Overtime Hours are estimates only. Actual hours shall be provided to awarded bidder.

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
YEAR 1					
1	Regular Hours	HR	39,531	\$ 34.64	\$ 1,369,353.84
2	Holiday Hours	HR	864	\$ 51.96	\$ 44,893.44
3	Overtime Hours	HR	1	\$ 51.96	\$ 51.96
YEAR 1					\$ 1,414,299.24
YEAR 2					
1	Regular Hours	HR	39,531	\$ 35.39	\$ 1,399,002.09
2	Holiday Hours	HR	864	\$ 53.09	\$ 45,869.76
3	Overtime Hours	HR	1	\$ 53.09	\$ 53.09
YEAR 2					\$ 1,444,924.94
YEAR 3					
1	Regular Hours	HR	39,531	\$ 36.14	\$ 1,428,650.34
2	Holiday Hours	HR	864	\$ 54.21	\$ 46,837.44

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
3	Overtime Hours	HR	1	\$ 54.21	\$ 54.21
YEAR 3					\$ 1,475,541.99
GRAND TOTAL (YEARS 1 – 3)					\$4,334,766.17
GRAND TOTAL (In words) FOUR MILLION, THREE HUNDRED THIRTY-FOUR THOUSAND, SEVEN HUNDRED SIXTY-SIX DOLLARS AND SEVENTEEN CENTS					

Section III: Certification

By signing below, the Bidder agrees to provide the required goods and/or services described in the Bid Specifications for the prices quoted on this Proposal Pricing Form.

Printed Name: MICHAEL H BOYLE Signature: 

Title: CORPORATE GENERAL MANAGER Date: 7/30/2025



DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	08072025-OHSEM1
COMPANY NAME:	MONTERREY SECURITY CONSULTANTS, INC
CONTACT PERSON:	MICHAEL H BOYLE
CONTACT EMAIL:	MBOYLE@MONTERREYSECURITY.COM

Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. The contractor, union, or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

Has the Bidder made contributions as described above?

☒ Yes

☐ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE
CITIZENS FOR BOB BERLIN	JUAN GAYTAN	CHECK	\$1,000.00	9/29/2003

All contractors and vendors who have obtained or are seeking contracts with the County shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☐ Yes

☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner;
- 30 days prior to the optional renewal of any contract;
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text of the County's Ethics Ordinance is available at:

[Ethics | DuPage Co. IL](#)

The full text of the County's Procurement Ordinance is available at:

[ARTICLE VI. - PROCUREMENT | Code of Ordinances | DuPage County, IL | Municode Library](#)

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: MICHAEL H BOYLE

Signature: 

Title: CORPORATE GENERAL MANAGER

Date: 7/30/2025



Finance Resolution

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

File #: FI-R-0127-25

Agenda Date: 8/19/2025

Agenda #: 10.A.

ACCEPTANCE AND APPROPRIATION OF
THE DONATED FUNDS INITIATIVE PROGRAM GRANT PY26
INTER-GOVERNMENTAL AGREEMENT NO. FCSEJ00210
COMPANY 5000 - ACCOUNTING UNIT 6560
\$103,119
(Under the administrative direction of
the DuPage County State's Attorney's Office)

WHEREAS, the County of DuPage, through the DuPage County State's Attorney's Office, has been notified by the Illinois Department of Human Services that grant funds in the amount of \$77,339 (SEVENTY-SEVEN THOUSAND THREE HUNDRED THIRTY-NINE AND NO/100 DOLLARS) are available for continuing the DuPage County Children's Center Donated Funds Initiative Program; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Inter-Governmental Agreement No. FCSEJ00210 with the Illinois Department of Human Services, a copy of which is attached to and incorporated as a part of this resolution by reference (ATTACHMENT II); and

WHEREAS, the County will provide matching funds in the amount of \$25,780 (TWENTY-FIVE THOUSAND SEVEN HUNDRED EIGHTY AND NO/100 DOLLARS) which is budgeted for in Fiscal Year 2025 and will be provided by the General Fund-Children's Center (Company 1000 - Accounting Unit 6510); and

WHEREAS, the term of the Inter-Governmental Agreement is from July 1, 2025 through June 30, 2026; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that Inter-Governmental Agreement No. FCSEJ00210 (ATTACHMENT II) between DuPage County and the Illinois Department of Human Services 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 \$103,119 (ONE HUNDRED THREE THOUSAND ONE HUNDRED NINETEEN AND NO/100 DOLLARS) be made to establish the Donated Funds Initiative Program Grant PY26, Company 5000 - Accounting Unit 6560, for the period July 1, 2025 through June 30, 2026; and

BE IT FURTHER RESOLVED by the DuPage County Board that the Director of the DuPage County Children's Advocacy Center is authorized to execute and sign Agreement No. FCSEJ00210 as the Authorized Representative; and

BE IT FURTHER RESOLVED that should state and/or federal funding cease for this grant, the Judicial and Public Safety Committee shall review the need for continuing the specified program and headcount; and

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

Enacted and approved this 26th day of August, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

ACCEPTANCE AND APPROPRIATION TO ESTABLISH
THE DONATED FUNDS INITIATIVE PROGRAM GRANT PY26
INTER-GOVERNMENTAL AGREEMENT NO. FCSEJ00210
COMPANY 5000 – ACCOUNTING UNIT 6560
\$103,119

REVENUE

41000-0002 - Federal Operating Grant - HHS	\$	77,339
46031-0000 - Matching Contributions		<u>25,780</u>

TOTAL ANTICIPATED REVENUE	\$	<u><u>103,119</u></u>
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EXPENDITURES

PERSONNEL

50000-0000 - Regular Salaries	\$	<u>103,119</u>
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TOTAL PERSONNEL	\$	<u>103,119</u>
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TOTAL ADDITIONAL APPROPRIATION	\$	<u><u>103,119</u></u>
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GRANT AGREEMENT

BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF HUMAN SERVICES
AND

DUPAGE COUNTY DEPARTMENT OF

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and DUPAGE COUNTY DEPARTMENT OF (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
Exhibit F	Payment

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

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

DEPARTMENT OF HUMAN SERVICES

By: 

Signature of Dulce Quintero, Secretary

Date: _____

Designee Name: _____

Designee Title: Contract Obligations Analyst

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 DEPARTMENT OF

By: 

Signature of Authorized Representative

Date: 7/7/2025

Printed Name: CATHERINE HUNDLEY

Printed Title: DIRECTOR

E-mail: CATHERINE.HUNDLEY@DUPAGECOUNTY.GOV

FEIN: 366006551

By: _____

Date: _____

Printed Name: _____

Printed Title: _____

Second Grantee Approver
(optional at Grantee's discretion)

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

PART ONE – THE UNIFORM TERMS**ARTICLE I
DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II AWARD INFORMATION

2.1 Term. This Agreement shall be effective on Jul 1, 2025 and expires on Jun 30, 2026 (the TERM), unless terminated pursuant to this Agreement.

2.2 Amount of Agreement. Grant Funds (check one) ☐ must not exceed or ☒ are estimated to be \$77,339.00, of which \$77,339.00 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**):

Refer to "Exhibit F - Payment" for your organization's payment terms for this award

2.4 Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is See ExhibitA, the Federal awarding agency is See ExhibitA, and the Federal Award date is See ExhibitA. If applicable, the Assistance Listing Program Title is See ExhibitA and Assistance Listing Number is See ExhibitA. The Catalog of State Financial Assistance (CSFA) Number is See ExhibitA and CSFA Name is See ExhibitA. If applicable, the State Award Identification Number (SAIN) is Not Applicable.

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: 36-6006551 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 | ☐ P = partnership |
| ☒ Governmental Unit | ☐ C = corporation |
| ☐ Estate or Trust | |

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

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

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

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

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

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

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

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

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

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

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a

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

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

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

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

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

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

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

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

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

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

(o) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in

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

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

(q) **Internal Revenue Code and Illinois Income Tax Act.** Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

ARTICLE IV PAYMENT REQUIREMENTS

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

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

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

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

4.5. **Payments to Third Parties.** Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in

good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

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

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee or a subrecipient will be treated in accordance with 2 CFR 200.305(b)(12), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee and its subrecipients must remit annually any amount due in accordance with 2 CFR 200.305(b)(12) or to Grantor, as applicable.

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

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

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

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

ARTICLE V SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

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

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

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

ARTICLE VI BUDGET

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

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

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

ARTICLE VII ALLOWABLE COSTS

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

7.2. Indirect Cost Rate Submission.

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

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

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

- (i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,
- (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,
- (iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
- (iv) Appendix V to 2 CFR Part 200 governs state/Local Government-wide Central Service Cost Allocation Plans.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII LOBBYING

8.1. **Improper Influence.** Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the

making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

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

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

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

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

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

ARTICLE IX MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

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

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

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

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

ARTICLE X FINANCIAL REPORTING REQUIREMENTS

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

10.2. Financial Close-out Report.

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

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

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

ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

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

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

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

ARTICLE XII AUDIT REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12.4. “For-Profit” Entities.

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

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

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

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

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

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

ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

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

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

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

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

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

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

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

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

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

13.5. Effects of Suspension and Termination.

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

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

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

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

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

ARTICLE XIV SUBCONTRACTS/SUBAWARDS

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform

grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must follow all applicable requirements set forth in 2 CFR 200.332.

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

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

ARTICLE XV NOTICE OF CHANGE

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

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

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

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

ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

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

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

ARTICLE XVII CONFLICT OF INTEREST

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

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

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant 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 200.317-200.327 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when

equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

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

ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

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

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

ARTICLE XX INSURANCE

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

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

ARTICLE XXI LAWSUITS AND INDEMNIFICATION

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and

achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

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

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

**ARTICLE XXII
MISCELLANEOUS**

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

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

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

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

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

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

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are

governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

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

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

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

22.11. Precedence.

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

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

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

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

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

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

costs and expenses associated with such proceedings.

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

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EXHIBIT A
PROJECT DESCRIPTION

FEDERAL PROGRAM NAME: SOCIAL SERVICES BLOCK GRANT STATE PROGRAM NAME: SOCIAL ADJ & REHABILITATION/PI/OPS

SCOPE OF SERVICES

ACCOUNT_LINE(s) SUMMARY:

Acct.Line#: 1

CSFA Number: 444-80-1213

Appropriation FY: 2026

Appropriation Code: 0408.44480.4900.002600NE

WBS Element: 444SSBG025-DFCFD121-HC93

Sponed. Prog: DFCF

Appropriation Amount: \$77,339.00

These funds are Used/Reported by the Provider as Federal Funds: Yes

Use by DHS as Maintenance of Effort (MOE): No

Use by DHS as Matching Funds: No

Assistance Listing Program Number: 93.667

Assistance Listing Program Title: Title XX Social Services Block Grant

FAIN Number: 2502ILSOSR - FAIN Award Agency: Department of Health and Human Serv

FAIN Award Date: Oct 1, 2024

Acct.Line#: 2

CSFA Number: 444-80-1213

Appropriation FY: 2026

Appropriation Code: 0408.44480.4900.002600NE

WBS Element: 444SSBG025-DFCFD121-HC93

Sponed. Prog: DFCF

Appropriation Amount: \$0.00

These funds are Used/Reported by the Provider as Federal Funds: Yes

Use by DHS as Maintenance of Effort (MOE): No

Use by DHS as Matching Funds: No

Assistance Listing Program Number: 93.667

Assistance Listing Program Title: Title XX Social Services Block Grant

FAIN Number: 2502ILSOSR - FAIN Award Agency: Department of Health and Human Serv

FAIN Award Date: Oct 1, 2024

Social service delivery to persons in need with a reasonable expectation of:

- Achieving or maintaining economic self-support to prevent, reduce or eliminate dependency;
- Achieving or maintaining self-sufficiency, including reduction or prevention of dependency;
- Preventing or remedying neglect, abuse or exploitation of children and adults unable to protect their own interests or preserving, rehabilitating or reuniting families;
- Preventing or reducing inappropriate institutional care by providing for community based

State of Illinois

DHS GRANT AGREEMENT FISCAL YEAR 2026/3.05.2025

Published Revision : 2025.07.05.07.45.16 964

Page: 25 of 42

EXHIBIT A
PROJECT DESCRIPTION

care, home based care or other forms of less intensive care; and
- Securing referral or admission for institutional care when other forms of care are not appropriate or providing services to individuals in institutions.

The service content is as specified in a Program Plan that is prepared by the contractor. The Program Plan is a detailed description of the expectations of the contract and the basis for accountability. Services are defined by the Title XX Social Services Block Grant and the Donated Funds Initiative.

Federal Statutes: Federal Law and Statute: Social Services Block Grant-Mandatory Block Grant by the Social Security Act, Title XX, as amended; Omnibus Budget Reconciliation Act of 1981, as amended, Public Law 97-35; Jobs Training Bill, Public Law 98-8 and 473; Medicaid and Medicare Patient and Program Act of 1987; Omnibus Budget Reconciliation Act of 1987, Public Law 100-203; Family Support Act of 1998, Public Law 100-485; Omnibus Budget Reconciliation Act of 1993, Public Law 106-66, 42 U.S.C 1397 ET seq.

State Statute: The Department will make use of the Local Initiative Fund as governed by the appropriations authority established by the Illinois General Assembly (Section 12-10.1 of the Illinois Public Aid Code [305 ILCS 5/12-10.1]) for the purpose of purchasing social services.

Administrative Rule: Title 89 Part 130 Administration of Social Programs. This authority is through the appropriation from the Local Initiative Fund, which is the designated account into which the Department receives federal funds and out of which it reimburses up to 75% of the costs of services provided under the Donated Funds Initiative.

----- END OF PROGRAM: SOCIAL ADJ & REHABILITATION/PI/OPS -----

EXHIBIT B

DELIVERABLES

A. Time Period for Required Periodic Financial Reports. Unless a different reporting requirement is specified in Exhibit G, Grantee shall submit financial reports to Grantor pursuant to Paragraph 13.1 and reports must be submitted no later than 15 days after the quarter ends.

B. Time Period for Close-out Reports. Grantee shall submit a Close-out Report pursuant to Paragraph 13.2 and no later than 30 days after this Agreement's end of the period of performance or termination.

C. Time Period for Required Periodic Performance Reports. Unless a different reporting requirement is specified in Exhibit G, Grantee shall submit Performance Reports to Grantor pursuant to Paragraph 14.1 and such reports must be submitted no later than 15 days after the quarter ends.

The report deadlines are as follows:

For the 1st Quarter: July 1 through September 30 Due October 15

For the 2nd Quarter: October 1 through December 31 Due January 15

For the 3rd Quarter: January 1 through March 30 Due April 15

For the 4th Quarter: April 1 through June 30 Due July 15

D. Time Period for Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, pursuant to Paragraph 14.2 and no later than 30 days after this Agreement's end of the period of performance or termination.

E. Time Period for SSBG/TITLE XX Post-Expenditure Report. Grantee agrees to submit data for the Post Expenditure Report, pursuant to Paragraph 14.2 and no later than 60 -90 days after this Agreement's end for the period of performance or termination.

Deliverables

Demographic Data Collection. As a recipient of SSBG funding, awardee must provide the following demographic data on a quarterly basis.

A unique identifier for each client (e.g. first name & last initial or a unique client ID)

Type of eligible service provided (refer to SSBG-Title XX Eligible Services list)

Total number of individuals served, disaggregated by o Children (0-18)

o Adults (19-64)

o Seniors (65 and above)

Race or Ethnicity of Individuals served 2

o American Indian or Alaska Native

o Asian

o Black or African American

o Hispanic or Latino

o Middle Eastern or North African

o Native Hawaiian or Pacific Islander

o White

o Some other Race

EXHIBIT B
DELIVERABLES

o Two or more races

Program Monitoring

Grant programs funded by SSBG funding are required to be monitored, at minimum, once every three (3) fiscal years. An on-site review of the provider's general operating procedures and fiscal and service records must be conducted to determine adherence to the IDHS Uniform Grant Agreement requirements.

----- END OF PROGRAM: SOCIAL ADJ & REHABILITATION/PI/OPS -----

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: LATICIA WHEATLEY
 Title: Social Service Program Planner
 Address: 823 E Monroe St
Springfield, IL 62701-1915

 E-mail Address: laticia.wheatley@illinois.gov

GRANTEE CONTACT

Name: Mary A. Keating
 Title: Director of Community Services
 Address: 421 N County Farm Rd
Wheaton, IL 60187-3978

 E-mail Address: catherine.hundley@dupagecounty.go
v

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address:

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: LATICIA WHEATLEY
 Title: Social Service Program Planner
 Address: 823 E Monroe St
Springfield, IL 62701-1915

 Phone: 217-557-2948
 TTY #: _____
 E-mail Address: laticia.wheatley@illinois.gov

GRANTEE CONTACT

Name: Catherine Hundley
 Title: Director, Childrens Center
 Address: 421 N County Farm Rd
Wheaton, IL 60187-3978

 Phone: 630-407-2725
 TTY #: _____
 E-mail Address: catherine.hundley@dupagecounty.go
v

EXHIBIT D
PERFORMANCE MEASURES

Measures data includes:

- 1.# of children, seniors and other adults provided Title XX services.
- 2.# of Title XX service activities delivered.

Program Compliance:

Matching funds and expenditures are reported monthly via IL444-4131 - Donated Funds Initiative - Request for Reimbursement or C-13 Invoice Voucher. Measurements to support contract compliance:

- 1.Amount of the 25% local matching dollars reported.
- 2.Amount of allowable line-item expenditures reported.
- 3.Number of timely and correct reports submitted monthly for reimbursement, quarterly for service provision and annually for service planning and final reporting.
- 4.Number of contractors submitting a budget with administrative cost less than 20%.
- 5.Number of contractors agreeing to an on-site compliance monitoring review.

Federal Reporting:

Two reports are submitted by DHS annually for federal reporting. A Pre expenditure report also known as the States Intended Use Plan and Post Expenditure report which is used to compare projected services to actual for each service category.

Measurements to support federal reporting via Pre and Post Expenditure Reports prepared by the DHS Bureau of Basic Supports-Title XX:

- 1.Same as above- # of children, seniors, and other adults served.
- 2.Same as above- amount of allowable expenditures.

----- END OF PROGRAM: SOCIAL ADJ & REHABILITATION/PI/OPS -----

EXHIBIT D
PERFORMANCE STANDARDS

Social Services are delivered that are directed to achieving or maintaining economic self-support, self-sufficiency, preventing or remedying neglect, abuse, inappropriate institutional care, or securing appropriate care.

1. At least 70 % of the projected number of persons to receive services.
2. At least 70 % achievement of the projected service activities.
3. No more than 10% variance of expenditures to budget line item.
4. 100% of the required local matching dollars will be applied to the program.
5. 100% of the line-item expenditures will be allowable.
6. 80% timely and correct reports submitted monthly for reimbursement, quarterly for service provision and annually for service planning and final reporting.
7. 100% expected to comply with a compliance monitoring review.
8. 100% shall have no more than 20% administration cost.

----- END OF PROGRAM: SOCIAL ADJ & REHABILITATION/PI/OPS -----

EXHIBIT E
SPECIFIC CONDITIONS

N/A

----- END OF PROGRAM: SOCIAL ADJ & REHABILITATION/PI/OPS -----

EXHIBIT F

PAYMENT

Payments occur after service has been provided and documentation has been received by IDHS. Payment is contingent upon providers having on hand the 25% required match.

Title XX Social Services Block Grant Donated Funds Initiative is a fixed rate grant program for which the payments are made on the basis of a rate or allowable actual cost incurred per the Program Plan and is based on a statement or bill as required by IDHS.

Billings, with substantiating documentation, are submitted by the Provider within fifteen days following the end of the month for which payment is requested.

Reimbursement of costs incurred prior to the execution date of this agreement, but not before the July 1, 2025 Start Date of this agreement, will be allowed for use as specified in the Exhibit A Project Description of this agreement, as approved by the Department. If not associated with activities clearly identified in the Exhibit A Project Description of this agreement, any such costs incurred will be disallowed.

UGA Payment Language Guidance

Grantees will receive payment by one of the three payment methodologies (Advance Payment, Reimbursement or Working Capital Advance). Grantees will automatically be paid via Reimbursement Method unless a request for Advance Payment Method or Working Capital Advance Method is made using the IDHS Advance Payment Request Cash Budget Template (Cash Budget).

I. Advance Payment Method (Advance and Reconcile)

A. An initial payment will be processed in an amount equal to the first two months' cash requirements as reflected in the Advance Payment Requirements Forecast (Cash Budget) Form submitted with the Grantee's application. The initial payment will be processed upon execution of the grantee's Uniform Grant Agreement.

B. Grantees must submit monthly invoices in the format and method prescribed in the Grantee's executed Uniform Grant Agreement. Invoices must be submitted on or before the 15th day following the end of any respective monthly invoice period. Invoices must include only allowable incurred costs that have been paid by the Grantee. For programs that have Grantee matching requirements, allowable costs are only reimbursable when matching costs have also been incurred.

C. Subsequent monthly payments will be based on each monthly invoice submitted to the grant program, and will be adjusted up or down, based on a comparison of actual cumulative expenditures to cumulative advance payments, to date.

D. Grantees that do not expend all advance payment amounts by the end of the grant term or that are unable to demonstrate that all incurred costs were necessary, reasonable, allowable, or allocable as approved in their respective grant budget, must return the funds or be subject to grant funds recovery.

E. Grantees may be required to submit supporting documentation for their requests at the request of and in a manner prescribed by the Grantor.

EXHIBIT F
PAYMENT

F. Failure to abide by advance payment governance requirements may result in grantee losing their right to advance payments.

II. Reimbursement Method

A. IDHS will disburse payments to Grantee based on actual allowable costs incurred as reported in the monthly financial invoice submitted for the respective month, as described below.

B. Grantees must submit monthly invoices in a format prescribed by Grantor. Invoices must include all allowable incurred costs for the first and each subsequent month of operations until the end of the Award term. Invoices must be submitted on or before the __15th__ day following the end of any respective monthly invoice period. As practicable, Grantor shall process payment within 15 calendar days after receipt of the invoice, unless the State awarding agency reasonably believes the request to be improper.

C. Grantees may be required to submit supporting documentation for their requests at the request of and in a manner prescribed by the Grantor.

III. Working Capital Advance Method

A. IDHS Grant Program Managers will advance working capital payments to the grantee to cover their estimated disbursement needs for an initial period not to exceed two months of grant expenses. Startup costs may be approved if determined by IDHS Grant Program Managers to be allowable.

B. Grantees must submit monthly invoices for each of the one or two months covered by the Working Capital Advance in the format and method prescribed by the Grantor. Invoices must be submitted on or before the __15th__ day following the end of any respective monthly invoice period. Invoices must include only allowable incurred costs that have been paid by the grantee. For grant programs that have grantee matching requirements, allowable costs are only reimbursable when matching costs have also been incurred.

C. Grantees may be required to submit supporting documentation for their requests at the request of and in a manner prescribed by the Grantor.

D. Working Capital Advance Payments are limited to a single occurrence per grant term.

E. Following the initial working capital advance payment, grantees will be paid via reimbursement method unless an IDHS Advance Payment Request Cash Budget Template is submitted for Advanced Payment Method.

----- END OF PROGRAM: SOCIAL ADJ & REHABILITATION/PI/OPS -----

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 ADDITIONAL CERTIFICATIONS

23.1 Certifications. Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications legally apply to Grantee:

(a) **Adult Protective Services Act.** Grantee certifies that it is in compliance with the Adult Protective Services Act to protect people with disabilities who are abused, neglected or financially exploited and who, because of their disability, cannot seek assistance on their own behalf. Anyone who believes a person with a disability living in a domestic setting is being abused, neglected or financially exploited must file a complaint with the Illinois Department on Aging. Grantee has an obligation to report suspected fraud or irregularities committed by individuals or other entities with whom it interacts on Grantor's behalf and should make a report to the appropriate program office (320 ILCS 20/1 *et seq.*).

(b) **Grant Award Requirements.** Grantee certifies that it is in compliance with 45 CFR Part 93 and 45 CFR Part 94.

(c) **Business Entity Registration.** Grantee certifies that it is not required to register as a business entity with the State Board of Elections pursuant to the Procurement Code (30 ILCS 500/20-160 and 30 ILCS 500/50-37). Further, Grantee acknowledges that all contracts between State agencies and a business entity that do not comply with this Paragraph shall be voidable under Section 50-60 of the Procurement Code (30 ILCS 500/50-60).

ARTICLE XXIV ADDITIONAL TERMS

24.1 Renewal. This Agreement may be renewed for additional periods by mutual consent of the Parties, expressed in writing and signed by the Parties. Grantee acknowledges that this Agreement does not create any expectation of renewal.

24.2 Multiple Locations. In the event that Grantee has more than one location, Grantee shall include in EXHIBIT C either (1) the address, phone number and hours of operation of each location, or (2) the address, phone number and hours of operation of Grantee's primary location.

24.3 Changes in Key Grant Personnel. When it is specifically required as a condition of an Award, the replacement of the Program director or a key person or a substantial reduction in the level of their effort, e.g., their unanticipated absence for more than three (3) months, or a twenty-five percent (25%) reduction in the time devoted to the Award purposes, requires Prior Approval from Grantor. When it is specifically required as a condition of an Award, Prior Approval will be required for the replacement or the substantial reduction in the level of effort of other personnel whose work is deemed by Grantor to be critical to the Award's successful completion. All requests for approval of changes in key Grant personnel shall be signed by Grantee's authorized representative and submitted to the appropriate Grantor program personnel. Evidence of the qualifications for replacement personnel (such as a résumé) shall be included. 2 CFR 200.308.

24.4 Grant Funds Recovery. The provisions of 89 Ill. Admin. Code 511 shall apply to any funds awarded that are subject to the Illinois Grant Funds Recovery Act.

24.5 Employee and Subcontractor Background Checks. Grantee certifies that neither Grantee, nor any employee or subcontractor who works on Grantor's premises, has a felony conviction. Any request for an exception to this rule must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction. Grantee will also supply Grantor with a list of individuals assigned to work on DHS' premises at least ten (10) working days prior to the start of their employment, unless circumstances prevent Grantee from giving a list within that time. If Grantee cannot provide a list, or the name of an individual, at least ten (10) working days prior to his/her employment, it shall do so as soon as possible. Grantor may conduct, at its expense, criminal background checks on Grantee's employees and subcontractors assigned to work on Grantor's premises. To the extent permitted by Illinois law, Grantee agrees to indemnify and hold harmless Grantor and its employees for any liability accruing from said background checks.

24.6 Gifts. In addition to the Gift ban described in Paragraph 22.1, Grantee will provide Grantor with advance notice of Grantee's provision of gifts, excluding charitable donations, given as incentives to community-based organizations in Illinois and clients in Illinois to assist Grantee in carrying out its responsibilities under this Agreement.

24.7 Current Contact Information and Notices. Grantee shall update its contact information, including email address, phone number and job title, in the Community Services Agreement (CSA) Tracking System under the My Info tab, when any such information changes. In addition, Grantee shall contact the DHS Office of Contract Administration when its mailing address changes to update that information. Grantee acknowledges and agrees that any notices from Grantor may be made to its mailing address, electronic mail (email) address, or facsimile (fax) telephone number, at Grantor's choosing. Such notice shall be effective upon dispatch.

24.8 Supplies Disposition. Grantee must obtain disposition instructions from Grantor when supplies, purchased in whole or in part with Grant Funds, are no longer needed for their intended purpose. Notwithstanding anything to the contrary contained within this Agreement, Grantor may require transfer of any supplies to Grantor or a third party for any reason, including, without limitation, an Award is terminated or Grantee no longer conducts Award activities. The Grantee shall properly maintain, track, use, store and insure the supplies according to applicable best practices, manufacturer's guidelines, federal and State laws or rules, including without limitation those contained at 2 CFR 200.310 to 2 CFR 200.326, and Department requirements stated herein. All obligations regarding use and ownership of supplies, purchased in whole or in part with Grant Funds, shall survive the termination of this Agreement.

24.9 Reporting Requirements. The reporting timeframes described in Paragraphs 10.1, 10.2, 11.1 and 11.2 are specified in EXHIBIT B.

24.10 Payment Information. Payment information described in PART ONE is specified in EXHIBIT F.

ARTICLE XXV MONITORING AND INFORMATION

25.1 Monitoring of Conduct. In addition to ARTICLE IX of **PART ONE**, Grantor shall monitor Grantee's conduct under this Agreement which may include, but shall not be limited to, reviewing records of performance in accordance with administrative rules, license status review, fiscal and audit review, Agreement compliance and compliance with the affirmative action requirements of this Agreement. Grantor shall have the authority to

conduct announced and unannounced monitoring visits and Grantee shall cooperate with Grantor in connection with all such monitoring visits. Failure of Grantee to cooperate with Grantor in connection with announced and unannounced monitoring visits is grounds for Grantor's termination of this Agreement.

25.2 Requests for Information. Grantor may request, and Grantee shall supply, upon request, necessary information and documentation regarding transactions constituting contractual (whether a written contract exists or not) or other relationships, paid for with funds received hereunder. Documentation may include, but is not limited to, information regarding Grantee's contractual agreements, identity of employees, shareholders and directors of Grantee and any party providing services which will or may be paid for with funds received hereunder, including, but not limited to, management and consulting services rendered to Grantee.

25.3 Rights of Review. This O does not give Grantor the right to review a license that is not directly related to the Award being audited nor does it allow Grantor to unilaterally revoke a license without complying with all due process rights to which Grantee is entitled under Federal, State or local law or applicable rules promulgated by Grantor.

ARTICLE XXVI WORK PRODUCT

26.1 Assignment of Work Product. "Work Product" means all the tangible materials, regardless of format, delivered by Provider to DHS under this Agreement. Grantee assigns to Grantor all right, title and interest in and to Work Product. However, nothing in this Agreement shall be interpreted to grant Grantor any right, title or interest in Grantee's intellectual property that has been or will later be developed outside this Award.

26.2 License to Grantor. To the extent Grantee-owned works are incorporated into Work Product, Grantee grants to Grantor a perpetual, non-exclusive, paid-up, world-wide license in the use, reproduction, publication and distribution of such Grantee-owned works when included within the Work Product. Grantee shall not copyright Work Product without Grantor's prior written consent.

26.3 License to Grantee; Objections. Grantor grants to Grantee a perpetual, non-exclusive, paid-up license to publish academic and scholarly articles based upon the services rendered under this Agreement. All materials to be published shall first be submitted to Grantor at least forty-five (45) days prior to publication or other disclosure. Upon written objection from Grantor, Grantee shall excise any confidential information, as that term is defined in applicable State and Federal statutes, federal regulations and Grantor administrative rules, from materials before publication. Grantor may also object to the publication on grounds other than confidentiality. As to the latter objections, Grantee and Grantor will attempt to resolve Grantor's concerns within the forty-five (45) day review period, or as otherwise agreed between the Parties. Grantor waives any objections not made to Grantee in writing before expiration of the review period.

26.4 Unresolved Objections; Disclaimer. If Grantor's objections on grounds other than confidentiality are not resolved within the review period or other such time as agreed by the Parties, then Grantee may publish the materials but shall include therein the following disclaimer: "Although the research or services underlying this article were funded in whole or in part by the [Grantor], the [Grantor] does not endorse or adopt the opinions or conclusions presented in the article." Notwithstanding the above, Grantor shall not have the right to control or censor the contents of Grantee publications.

**ARTICLE XXVII
POST-TERMINATION/NON-RENEWAL**

27.1 Duties. Upon notice by Grantor to Grantee of the termination of this Agreement or notice that Grantor will not renew, extend or exercise any options to extend the term of this Agreement, or that Grantor will not be contracting with Grantee beyond the term of this Agreement, Grantee shall, upon demand:

(a) Cooperate with Grantor in assuring the transition of recipients of services hereunder for whom Grantee will no longer be providing the same or similar services or who choose to receive services through another Grantee.

(b) To the extent permitted by law, provide copies of all records related to recipient services funded by Grantor under this Agreement.

(c) Grant reasonable access to Grantor to any and all Program sites serving recipients hereunder to facilitate interviews of recipients to assure a choice process by which recipients may indicate provider preference.

(d) Provide detailed accounting of all service recipients' funds held in trust by Grantee, as well as the identity of any recipients for whom Grantee is acting as a representative payee of last resort.

27.2 Survival. The promises and covenants of this Article shall survive the Term of this Agreement for the purposes of the necessary transition of recipients of services hereunder.

**ARTICLE XXVIII
LINGUISTIC AND CULTURAL COMPETENCY GUIDELINES AND ASSURANCE**

28.1 Applicability. This Article does not apply to governmental bodies or institutions of higher education.

28.2 Plan Creation. For Grantees that do not have a Linguistic and Cultural Competency (LCC) Plan, the Grantee shall create its LCC Plan within one year following execution of this Agreement. The LCC Plan, including creation guidelines, is described on the Internet at <http://www.dhs.state.il.us/page.aspx?item=66602>.

28.3 Plan Implementation. For Grantees that have an LCC Plan, the Grantee certifies that it is updated annually to identify all goals met and to describe any efforts made toward meeting additional goals still in progress.

28.4 Plan Submission. Upon request, Grantee shall submit to the Grantor its LCC Plan, including any updates.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

PART THREE –PROJECT-SPECIFIC TERMS

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

ARTICLE XXIX ADDITIONAL REQUIREMENTS

29.1 Program Manual. The related Program Manual, if applicable, can be found via the following DHS website: <http://www.dhs.state.il.us/page.aspx?item=29741> and is hereby incorporated into this Agreement.

29.2 Program Attachment. The related Program Attachment, if applicable, is J . It can be found via the following DHS website: <http://www.dhs.state.il.us/page.aspx?item=29741> and is hereby incorporated into this Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Agreement Numbers. FCSEJ00210

State Agency Illinois Department of Human Services

FY. 2026

Grantee DUPAGE COUNTY DEPARTMENT OF

Notice of Funding Opportunity (NOFO) Number. 26-444-80-1213-01

Data Universal Number System (DUNS) Number

FEIN

Catalog of State Financial Assistance (CSFA) Number 444-80-1213

CSFA Short Description. SOCIAL ADJ & REHABILITATION/P

Catalog of Federal Domestic Assistance (CFDA) Number see linked Agreement Exhibit-A

CFDA Short Description. see linked Agreement Exhibit-A

Section A: State of Illinois Funds

REVENUES	Total
State of Illinois Requested:	\$77,339.00
Budget Expenditure Categories	
1. Personnel (200.430)	\$77,339.15
2. Fringe Benefits (200.431)	N/A
3. Travel (200.475)	N/A
4. Equipment (200.439 and 200.436(a))	N/A
5. Supplies (200.1 and 200.453)	N/A
6. Contractual Services/Subawards (200.318 and 200.1)	N/A
7. Consultant (200.459)	N/A
8. Construction	N/A
9. Occupancy - Rent and Utilities (200.465 and 200.436(a))	N/A
10. Research and Development (R & D) (200.1)	N/A
11. Telecommunications	N/A
12. Training and Education (200.473)	N/A
13. Direct Administrative Costs (200.413)	N/A
14. Other or Miscellaneous Costs	N/A
15. Grant Exclusive Line Item(s)	N/A
16. Total Direct Costs (add lines 1-15) (200.413)	\$77,339.15
17. Indirect Cost (200.414)	N/A
Rate %: N/A	
Base: N/A	
18. Total Costs State Grant Funds Lines 16 and 17 MUST EQUAL REVENUE TOTALS ABOVE	\$77,339.00
Note: Total may be adjusted for rounding.	

Contract Published Date Time: 2025.07.05.07.45.16 964



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Agreement Numbers. FCSEJ00210

State Agency Illinois Department of Human Services

FY. 2026

Grantee DUPAGE COUNTY DEPARTMENT OF

Notice of Funding Opportunity (NOFO) Number. 26-444-80-1213-01

Data Universal Number System (DUNS) Number

FEIN

Catalog of State Financial Assistance (CSFA) Number 444-80-1213

CSFA Short Description. SOCIAL ADJ & REHABILITATION/P

Catalog of Federal Domestic Assistance (CFDA) Number see linked Agreement Exhibit-A

CFDA Short Description. see linked Agreement Exhibit-A

Section B: Non-State of Illinois Funds

REVENUES	Total
Grantee Match Requirement %: 25.00	
b) Cash	\$25,780.00
c) Non-Cash	N/A
d) other Funding and Contributions	N/A
Total Non-State Funds (lined b through d)	\$25,780.00
Budget Expenditure Categories	
1. Personnel (200.430)	\$25,780.15
2. Fringe Benefits (200.431)	N/A
3. Travel (200.475)	N/A
4. Equipment (200.439 and 200.436(a))	N/A
5. Supplies (200.1 and 200.453)	N/A
6. Contractual Services/Subawards (200.318 and 200.1)	N/A
7. Consultant (200.459)	N/A
8. Construction	N/A
9. Occupancy - Rent and Utilities (200.465 and 200.436(a))	N/A
10. Research and Development (R & D) (200.1)	N/A
11. Telecommunications	N/A
12. Training and Education (200.473)	N/A
13. Direct Administrative Costs (200.413)	N/A
14. Other or Miscellaneous Costs	N/A
15. Grant Exclusive Line Item(s)	N/A
16. Total Direct Costs (add lines 1-15) (200.413)	\$25,780.15
17. Indirect Cost (200.414)	N/A
Rate %: N/A	
Base: N/A	
18. Total Costs Non-State Grant Funds Lines 16 and 17 MUST EQUAL REVENUE TOTALS ABOVE	\$25,780.00
Note: Total may be adjusted for rounding.	

Contract Published Date Time: 2025.07.05.07.45.16 964



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Agreement Numbers. FCSEJ00210

State Agency Illinois Department of Human Services

FY. 2026

Grantee DUPAGE COUNTY DEPARTMENT OF

Notice of Funding Opportunity (NOFO) Number. 26-444-80-1213-01

Data Universal Number System (DUNS) Number

FEIN

Catalog of State Financial Assistance (CSFA) Number 444-80-1213

CSFA Short Description. SOCIAL ADJ & REHABILITATION/P

Catalog of Federal Domestic Assistance (CFDA) Number see linked Agreement Exhibit-A

CFDA Short Description. see linked Agreement Exhibit-A

Budget Narrative Summary

When you have completed the budget Category pages, the totals for each category should appear in the corresponding rows below. Additionally, the amount of State requested funds and non-State funds that will support the project are also listed. Verify the amounts and the Total Project Costs.

Budget Category	State	Non-State	Total
1. Personnel	\$77,339.15	\$25,780.15	\$103,119.30
2. Fringe Benefits	N/A	N/A	N/A
3. Travel	N/A	N/A	N/A
4. Equipment	N/A	N/A	N/A
5. Supplies	N/A	N/A	N/A
6. Contractual Services	N/A	N/A	N/A
7. Consultant (Professional Services)	N/A	N/A	N/A
8. Construction	N/A	N/A	N/A
9. Occupancy (Rent and Utilities)	N/A	N/A	N/A
10. Research and Development (R & D)	N/A	N/A	N/A
11. Telecommunications	N/A	N/A	N/A
12. Training and Education	N/A	N/A	N/A
13. Direct Administrative Costs	N/A	N/A	N/A
14. Other or Miscellaneous Costs	N/A	N/A	N/A
15. GRANT EXCLUSIVE LINE ITEM(S)	N/A	N/A	N/A
16. Total Direct Costs (add lines 1-15) (200.413)	\$77,339.15	\$25,780.15	\$103,119.30
17. Indirect Cost	N/A	N/A	N/A
State Request	\$77,339.00		
Non-State Amount		\$25,780.00	
TOTAL PROJECT COSTS			\$103,119.00

Note: Total may be adjusted for rounding.

Contract Published Date Time: 2025.07.05.07.45.16 964



File #: JPS-O-0002-25

Agenda Date: 8/19/2025

Agenda #: 16.C.

ENABLING ORDINANCE
HINSDALE POINT CONDOMINIUM ASSOCIATION
FOR TRAFFIC CONTROL IN RESIDENTIAL SUBDIVISION

WHEREAS, the County of DuPage (County) and the DuPage County Sheriff (Sheriff) have, pursuant to 625 ILCS 5/11-209, entered into an Agreement with Hinsdale Point Condominium Association (Association) for the regulation of traffic on the roadways of; and

WHEREAS, the Association has requested that the County enforce the Illinois traffic laws on the subdivision roadways as part of the agreement; and

WHEREAS, the Sheriff has agreed to enforce such traffic laws as requested.

NOW, THEREFORE, BE IT ORDAINED that the County shall grant the authority to the Sheriff to enforce Illinois traffic laws on the subdivision roadways, and that all subdivision roadways shall be considered "highways" for such enforcement purposes pursuant to 625 ILCS 5/11-209.1; and

BE IT FURTHER ORDAINED that the County Clerk shall publish notice hereof and that copies be sent to the President of the Hinsdale Point Condominium Association, the Auditor, the Treasurer, the Finance Department, the Sheriff's Office, the State's Attorney's Office, and the County Board Office.

Enacted and approved this 26th of August, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

**AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND HINSDALE POINT
CONDOMINIUM ASSOCIATION OF ILLINOIS FOR TRAFFIC CONTROL IN
RESIDENTIAL SUBDIVISION**

This agreement (hereinafter "AGREEMENT") is made and entered into this 26th day of August, 2025, by and between the COUNTY OF DUPAGE (hereinafter "COUNTY") on behalf of the Sheriff of DuPage County (hereinafter "SHERIFF") and the HINSDALE POINT CONDOMINIUM ASSOCIATION (hereinafter "ASSOCIATION").

WHEREAS, the ASSOCIATION desires that the vehicles and traffic on the roadways and within the boundaries of the ASSOCIATION be regulated by the SHERIFF, and;

WHEREAS, the COUNTY and the ASSOCIATION have the authority to enter into an agreement pursuant to the Illinois Vehicle Code (625 ILCS 5/11-209) (hereinafter "the ACT");

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The maximum speed limit for any vehicle on the roadways and within the boundaries of the ASSOCIATION shall not exceed the posted speed limit.
2. Traffic regulatory signs and all obligatory signs and other markings shall be posted as necessary to control traffic on the roadways and within the boundaries of the ASSOCIATION. The ASSOCIATION shall be responsible for the payment for the provision of all necessary signs and other markings as determined by the SHERIFF, or his designee, after consultation with the ASSOCIATION. The SHERIFF, or his designee, after consultation with the ASSOCIATION shall thereafter determine the proper placement of all signs and other markings.
3. The stopping, standing or parking of any motor vehicle on the roadways and within the boundaries of the ASSOCIATION shall be prohibited where posted.
4. The costs of maintaining all signs and other markings on the roadways and within the boundaries of the ASSOCIATION shall be borne by the ASSOCIATION. The ASSOCIATION may maintain all signs and other markings on the roadways and within the boundaries of the ASSOCIATION with the SHERIFF'S approval and under the SHERIFF'S supervision.
5. The SHERIFF shall enforce regulations regarding traffic on the roadways and within the boundaries of the ASSOCIATION as set forth in any provision of the Code of Ordinance of the COUNTY and/or the Illinois Vehicle Code as contained in 625 ILCS 5/et seq.; such enforcement shall be in the normal course of patrol and enforcement by SHERIFF'S personnel and this AGREEMENT in no way obligates the SHERIFF to devote extra personnel to patrol the roadways and within the boundaries of the ASSOCIATION or to devote any personnel to patrol the roadways and within the boundaries of the ASSOCIATION exclusively.
6. This AGREEMENT shall be recorded in the Office of the Recorder of Deeds, DuPage County, Illinois. No regulation or enforcement permitted by this AGREEMENT shall occur until three (3) days after the date of the AGREEMENT'S recording, pursuant to 625 ILCS 5/11-209(c).

7. This AGREEMENT shall terminate four (4) years from the date of execution unless otherwise terminated as set forth below.

8. This AGREEMENT may be terminated upon written notice of intent to terminate by a party to all other parties to this AGREEMENT. No termination request may be filed within twelve (12) months of the date of execution of this AGREEMENT. Upon receipt of a written request for termination of this AGREEMENT, the COUNTY shall repeal the original enabling ordinance. Such repeal shall not take effect until the first day of January following such action by the COUNTY. Following written notification, the SHERIFF shall execute a notice of termination of this AGREEMENT which shall be recorded in the Office of the Recorder of Deeds, DuPage County, Illinois.

9. GENERAL TERMS.

- a. Preambles and Exhibits. The preambles and any exhibits to this AGREEMENT are hereby incorporated as if set forth fully herein.
- b. Relationship of the Parties. Nothing in this AGREEMENT shall be construed to consider any party or its respective employees or agents as the agents or employees of the other party. Nothing contained in or done pursuant to this AGREEMENT shall be construed as creating a partnership, agency, joint employer or joint venture relationship between the COUNTY, the SHERIFF and the ASSOCIATION. No party shall become bound, with respect to third parties, by any representation, act or omission of the other party. This AGREEMENT is for the benefit of the contracting parties only and is not intended to raise or acknowledge any duty regarding conduct or other form of liability as to third parties.
- c. Entire Agreement. This AGREEMENT sets forth all the covenants, conditions and promises between the parties, represents the entire agreement between the parties, and supersedes all previous communications or understandings whether oral or written. This AGREEMENT may not be amended except by means of a written document signed by authorized representatives of both of the parties.
- d. Provisions Severable. In the event any provision of this AGREEMENT or the application of any such provision to any state of facts shall be declared to be illegal, unenforceable or contrary to the public policy, then such provision or application, as the case may be, shall be null and void, but this AGREEMENT, with such provision severed, shall continue in full force and effect as to all other provisions.
- e. No Assignment and Successors. No party may assign any rights or duties under this AGREEMENT without the prior express written consent of the other party. This AGREEMENT shall be binding upon the successors of the parties' respective governing boards.
- f. Compliance with All Laws. The COUNTY, the SHERIFF and the ASSOCIATION shall at all times observe and comply with the laws, ordinances,

regulations and codes of the Federal, State, County and other local governmental agencies which may in any manner affect the performance of this AGREEMENT.

- g. Governing Law. This AGREEMENT shall be governed by the laws of the State of Illinois.
- h. Counterparts. This AGREEMENT may be executed in counterparts, each of which shall constitute an original, but together shall constitute one and the same AGREEMENT.
- i. Effective Date. This AGREEMENT shall be deemed dated and become effective on the date the last of the parties signs as set forth below the signature of their duly authorized representatives.

IN WITNESS WHEREOF, the COUNTY, the SHERIFF and the ASSOCIATION have caused this AGREEMENT to be executed on their behalf and attested to by their duly authorized officers, all on the day and year herein set forth.

DATED this 26 day of August, 2025

COUNTY OF DUPAGE

By:

[Redacted Signature]

DuPage County Sheriff

Date:

8/11/25

By:

DuPage County Board Chair

Date:

ATTEST:

By:

County Clerk

HINSDALE POINT
CONDOMINIUM ASSOCIATION

By:

[Redacted Signature]

Board President Treasurer

Date:

8/1/2025

ATTEST:

By:



Judicial and Public Safety Ordinance

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

File #: JPS-O-0003-25

Agenda Date: 8/19/2025

Agenda #: 16.D.

ENABLING ORDINANCE
WOODS OF HOBSON GREENE ASSOCIATION
FOR TRAFFIC CONTROL IN RESIDENTIAL SUBDIVISION

WHEREAS, the County of DuPage (County) and the DuPage County Sheriff (Sheriff) have, pursuant to 625 ILCS 5/11-209, entered into an Agreement with Woods of Hobson Greene Association (Association) for the regulation of traffic on the roadways of Woods of Hobson Greene Association; and

WHEREAS, the Association has requested that the County enforce the Illinois traffic laws on the subdivision roadways as part of the agreement; and

WHEREAS, the Sheriff has agreed to enforce such traffic laws as requested.

NOW, THEREFORE, BE IT ORDAINED that the County shall grant the authority to the Sheriff to enforce Illinois traffic laws on the subdivision roadways, and that all subdivision roadways shall be considered "highways" for such enforcement purposes pursuant to 625 ILCS 5/11-209.1; and

BE IT FURTHER ORDAINED that the County Clerk shall publish notice hereof and that copies be sent to the President of the Woods of Hobson Greene Association, the Auditor, the Treasurer, the Finance Department, the Sheriff's Office, the State's Attorney's Office, and the County Board Office.

Enacted and approved this 26th of August, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

**TRAFFIC CONTROL IN AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND
WOODS OF HOBSON GREENE ASSOCIATION FOR RESIDENTIAL SUBDIVISION**

This agreement (hereinafter "AGREEMENT") is made and entered into this 26 day of August, 2025, by and between the COUNTY OF DUPAGE (hereinafter "COUNTY") on behalf of the Sheriff of DuPage County (hereinafter "SHERIFF") and the WOODS OF HOBSON GREENE ASSOCIATION (hereinafter "ASSOCIATION").

WHEREAS, the ASSOCIATION desires that the vehicles and traffic on the roadways and within the boundaries of the ASSOCIATION be regulated by the SHERIFF, and;

WHEREAS, the COUNTY and the ASSOCIATION have the authority to enter into an agreement pursuant to the Illinois Vehicle Code (625 ILCS 5/11-209) (hereinafter "the ACT");

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The maximum speed limit for any vehicle on the roadways and within the boundaries of the ASSOCIATION shall not exceed the posted speed limit.
2. Traffic regulatory signs and all obligatory signs and other markings shall be posted as necessary to control traffic on the roadways and within the boundaries of the ASSOCIATION. The ASSOCIATION shall be responsible for the payment for the provision of all necessary signs and other markings as determined by the SHERIFF, or his designee, after consultation with the ASSOCIATION. The SHERIFF, or his designee, after consultation with the ASSOCIATION shall thereafter determine the proper placement of all signs and other markings.
3. The stopping, standing or parking of any motor vehicle on the roadways and within the boundaries of the ASSOCIATION shall be prohibited where posted.
4. The costs of maintaining all signs and other markings on the roadways and within the boundaries of the ASSOCIATION shall be borne by the ASSOCIATION. The ASSOCIATION may maintain all signs and other markings on the roadways and within the boundaries of the ASSOCIATION with the SHERIFF'S approval and under the SHERIFF'S supervision.
5. The SHERIFF shall enforce regulations regarding traffic on the roadways and within the boundaries of the ASSOCIATION as set forth in any provision of the Code of Ordinance of the COUNTY and/or the Illinois Vehicle Code as contained in 625 ILCS 5/*et seq.*; such enforcement shall be in the normal course of patrol and enforcement by SHERIFF'S personnel and this AGREEMENT in no way obligates the SHERIFF to devote extra personnel to patrol the roadways and within the boundaries of the ASSOCIATION or to devote any personnel to patrol the roadways and within the boundaries of the ASSOCIATION exclusively.
6. This AGREEMENT shall be recorded in the Office of the Recorder of Deeds, DuPage County, Illinois. No regulation or enforcement permitted by this AGREEMENT shall occur until three (3) days after the date of the AGREEMENT'S recording, pursuant to 625 ILCS 5/11-209(c).

7. This AGREEMENT shall terminate four (4) years from the date of execution unless otherwise terminated as set forth below.

8. This AGREEMENT may be terminated upon written notice of intent to terminate by a party to all other parties to this AGREEMENT. No termination request may be filed within twelve (12) months of the date of execution of this AGREEMENT. Upon receipt of a written request for termination of this AGREEMENT, the COUNTY shall repeal the original enabling ordinance. Such repeal shall not take effect until the first day of January following such action by the COUNTY. Following written notification, the SHERIFF shall execute a notice of termination of this AGREEMENT which shall be recorded in the Office of the Recorder of Deeds, DuPage County, Illinois.

9. GENERAL TERMS.

- a. Preambles and Exhibits. The preambles and any exhibits to this AGREEMENT are hereby incorporated as if set forth fully herein.
- b. Relationship of the Parties. Nothing in this AGREEMENT shall be construed to consider any party or its respective employees or agents as the agents or employees of the other party. Nothing contained in or done pursuant to this AGREEMENT shall be construed as creating a partnership, agency, joint employer or joint venture relationship between the COUNTY, the SHERIFF and the ASSOCIATION. No party shall become bound, with respect to third parties, by any representation, act or omission of the other party. This AGREEMENT is for the benefit of the contracting parties only and is not intended to raise or acknowledge any duty regarding conduct or other form of liability as to third parties.
- c. Entire Agreement. This AGREEMENT sets forth all the covenants, conditions and promises between the parties, represents the entire agreement between the parties, and supersedes all previous communications or understandings whether oral or written. This AGREEMENT may not be amended except by means of a written document signed by authorized representatives of both of the parties.
- d. Provisions Severable. In the event any provision of this AGREEMENT or the application of any such provision to any state of facts shall be declared to be illegal, unenforceable or contrary to the public policy, then such provision or application, as the case may be, shall be null and void, but this AGREEMENT, with such provision severed, shall continue in full force and effect as to all other provisions.
- e. No Assignment and Successors. No party may assign any rights or duties under this AGREEMENT without the prior express written consent of the other party. This AGREEMENT shall be binding upon the successors of the parties' respective governing boards.

- f. Compliance with All Laws. The COUNTY, the SHERIFF and the ASSOCIATION shall at all times observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local governmental agencies which may in any manner affect the performance of this AGREEMENT.
- g. Governing Law. This AGREEMENT shall be governed by the laws of the State of Illinois.
- h. Counterparts. This AGREEMENT may be executed in counterparts, each of which shall constitute an original, but together shall constitute one and the same AGREEMENT.
- i. Effective Date. This AGREEMENT shall be deemed dated and become effective on the date the last of the parties signs as set forth below the signature of their duly authorized representatives.

IN WITNESS WHEREOF, the COUNTY, the SHERIFF and the ASSOCIATION have caused this AGREEMENT to be executed on their behalf and attested to by their duly authorized officers, all on the day and year herein set forth.

DATED this 26 day of August, 2025.

COUNTY OF DUPAGE

By:


DuPage County Sheriff

Date:

8/11/25

By:

DuPage County Board Chair

Date:

ATTEST:

By:

County Clerk

WOODS OF HOBSON GREENE
ASSOCIATION

By:

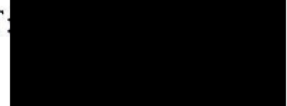

President (SUNISH MITTAL)

Date:

8/7/25

ATTEST:

By:


DIRECTOR, KEN COTUND



File #: JPS-O-0004-25

Agenda Date: 8/19/2025

Agenda #: 16.E.

ENABLING ORDINANCE
OAK BROOK TOWERS HOMEOWNERS' ASSOCIATION AND
OAK BROOK TOWERS TOWNHOME ASSOCIATION
FOR TRAFFIC CONTROL IN RESIDENTIAL SUBDIVISION

WHEREAS, the County of DuPage (County) and the DuPage County Sheriff (Sheriff) have, pursuant to 625 ILCS 5/11-209, entered into an Agreement with Oak Brook Towers Homeowners' Association and Oak Brook Towers Townhome Association (Association) for the regulation of traffic on the roadways of Oak Brook Towers Homeowners' Association and Oak Brook Towers Townhome Association; and

WHEREAS, the Association has requested that the County enforce the Illinois traffic laws on the subdivision roadways as part of the agreement; and

WHEREAS, the Sheriff has agreed to enforce such traffic laws as requested.

NOW, THEREFORE, BE IT ORDAINED that the County shall grant the authority to the Sheriff to enforce Illinois traffic laws on the subdivision roadways, and that all subdivision roadways shall be considered "highways" for such enforcement purposes pursuant to 625 ILCS 5/11-209.1; and

BE IT FURTHER ORDAINED that the County Clerk shall publish notice hereof and that copies be sent to the President of the Oak Brook Towers Homeowners' Association and Oak Brook Towers Townhome Association, the Auditor, the Treasurer, the Finance Department, the Sheriff's Office, the State's Attorney's Office, and the County Board Office.

Enacted and approved this 26th of August, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

**AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND OAK BROOK TOWERS
HOMEOWNERS' ASSOCIATION AND OAK BROOK TOWERS TOWNHOME
ASSOCIATION FOR TRAFFIC CONTROL IN RESIDENTIAL SUBDIVISION**

This agreement (hereinafter "AGREEMENT") is made and entered into this 26th __ day of August __, 2025, by and between the COUNTY OF DUPAGE (hereinafter "COUNTY") on behalf of the Sheriff of DuPage County (hereinafter "SHERIFF") and the OAK BROOK TOWERS HOMEOWNERS' ASSOCIATION AND OAK BROOK TOWERS TOWNHOME ASSOCIATION (hereinafter "ASSOCIATION").

WHEREAS, the ASSOCIATION desires that the vehicles and traffic on the roadways and within the boundaries of the ASSOCIATION be regulated by the SHERIFF, and;

WHEREAS, the COUNTY and the ASSOCIATION have the authority to enter into an agreement pursuant to the Illinois Vehicle Code (625 ILCS 5/11-209) (hereinafter "the ACT");

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The maximum speed limit for any vehicle on the roadways and within the boundaries of the ASSOCIATION shall not exceed the posted speed limit.
2. Traffic regulatory signs and all obligatory signs and other markings shall be posted as necessary to control traffic on the roadways and within the boundaries of the ASSOCIATION. The ASSOCIATION shall be responsible for the payment for the provision of all necessary signs and other markings as determined by the SHERIFF, or his designee, after consultation with the ASSOCIATION. The SHERIFF, or his designee, after consultation with the ASSOCIATION shall thereafter determine the proper placement of all signs and other markings.
3. The stopping, standing or parking of any motor vehicle on the roadways and within the boundaries of the ASSOCIATION shall be prohibited where posted.
4. The costs of maintaining all signs and other markings on the roadways and within the boundaries of the ASSOCIATION shall be borne by the ASSOCIATION. The ASSOCIATION may maintain all signs and other markings on the roadways and within the boundaries of the ASSOCIATION with the SHERIFF'S approval and under the SHERIFF'S supervision.
5. The SHERIFF shall enforce regulations regarding traffic on the roadways and within the boundaries of the ASSOCIATION as set forth in any provision of the Code of Ordinance of the COUNTY and/or the Illinois Vehicle Code as contained in 625 ILCS 5/*et seq.*; such enforcement shall be in the normal course of patrol and enforcement by SHERIFF'S personnel and this AGREEMENT in no way obligates the SHERIFF to devote extra personnel to patrol the roadways and within the boundaries of the ASSOCIATION or to devote any personnel to patrol the roadways and within the boundaries of the ASSOCIATION exclusively.
6. This AGREEMENT shall be recorded in the Office of the Recorder of Deeds, DuPage County, Illinois. No regulation or enforcement permitted by this AGREEMENT shall occur until three (3) days after the date of the AGREEMENT'S recording, pursuant to 625 ILCS 5/11-209(c).

7. This AGREEMENT shall terminate four (4) years from the date of execution unless otherwise terminated as set forth below.

8. This AGREEMENT may be terminated upon written notice of intent to terminate by a party to all other parties to this AGREEMENT. No termination request may be filed within twelve (12) months of the date of execution of this AGREEMENT. Upon receipt of a written request for termination of this AGREEMENT, the COUNTY shall repeal the original enabling ordinance. Such repeal shall not take effect until the first day of January following such action by the COUNTY. Following written notification, the SHERIFF shall execute a notice of termination of this AGREEMENT which shall be recorded in the Office of the Recorder of Deeds, DuPage County, Illinois.

9. GENERAL TERMS.

- a. Preambles and Exhibits. The preambles and any exhibits to this AGREEMENT are hereby incorporated as if set forth fully herein.
- b. Relationship of the Parties. Nothing in this AGREEMENT shall be construed to consider any party or its respective employees or agents as the agents or employees of the other party. Nothing contained in or done pursuant to this AGREEMENT shall be construed as creating a partnership, agency, joint employer or joint venture relationship between the COUNTY, the SHERIFF and the ASSOCIATION. No party shall become bound, with respect to third parties, by any representation, act or omission of the other party. This AGREEMENT is for the benefit of the contracting parties only and is not intended to raise or acknowledge any duty regarding conduct or other form of liability as to third parties.
- c. Entire Agreement. This AGREEMENT sets forth all the covenants, conditions and promises between the parties, represents the entire agreement between the parties, and supersedes all previous communications or understandings whether oral or written. This AGREEMENT may not be amended except by means of a written document signed by authorized representatives of both of the parties.
- d. Provisions Severable. In the event any provision of this AGREEMENT or the application of any such provision to any state of facts shall be declared to be illegal, unenforceable or contrary to the public policy, then such provision or application, as the case may be, shall be null and void, but this AGREEMENT, with such provision severed, shall continue in full force and effect as to all other provisions.
- e. No Assignment and Successors. No party may assign any rights or duties under this AGREEMENT without the prior express written consent of the other party. This AGREEMENT shall be binding upon the successors of the parties' respective governing boards.

- f. Compliance with All Laws. The COUNTY, the SHERIFF and the ASSOCIATION shall at all times observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local governmental agencies which may in any manner affect the performance of this AGREEMENT.
- g. Governing Law. This AGREEMENT shall be governed by the laws of the State of Illinois.
- h. Counterparts. This AGREEMENT may be executed in counterparts, each of which shall constitute an original, but together shall constitute one and the same AGREEMENT.
- i. Effective Date. This AGREEMENT shall be deemed dated and become effective on the date the last of the parties signs as set forth below the signature of their duly authorized representatives.

IN WITNESS WHEREOF, the COUNTY, the SHERIFF and the ASSOCIATION have caused this AGREEMENT to be executed on their behalf and attested to by their duly authorized officers, all on the day and year herein set forth.

DATED this 26th day of August, 2025

COUNTY OF DUPAGE

OAK BROOK TOWERS
HOMEOWNERS/OAK BROOK TOWERS
TOWNHOME ASSOCIATION

By: 

By:  / ROLF BURKHARDT

Date: 8/11/25

Date: June 13, 2025

By: _____

DuPage County Board Chair

Date: _____

ATTEST:

ATTEST:

By: _____

County Clerk

By: _____



File #: JPS-O-0005-25

Agenda Date: 8/19/2025

Agenda #: 16.F.

ENABLING ORDINANCE
OAK BROOK COLONY CONDOMINIUM ASSOCIATION
FOR TRAFFIC CONTROL IN RESIDENTIAL SUBDIVISION

WHEREAS, the County of DuPage (County) and the DuPage County Sheriff (Sheriff) have, pursuant to 625 ILCS 5/11-209, entered into an Agreement with Oak Brook Colony Condominium Association (Association) for the regulation of traffic on the roadways of; and

WHEREAS, the Association has requested that the County enforce the Illinois traffic laws on the subdivision roadways as part of the agreement; and

WHEREAS, the Sheriff has agreed to enforce such traffic laws as requested.

NOW, THEREFORE, BE IT ORDAINED that the County shall grant the authority to the Sheriff to enforce Illinois traffic laws on the subdivision roadways, and that all subdivision roadways shall be considered "highways" for such enforcement purposes pursuant to 625 ILCS 5/11-209.1; and

BE IT FURTHER ORDAINED that the County Clerk shall publish notice hereof and that copies be sent to the President of the Oak Brook Colony Condominium Association, the Auditor, the Treasurer, the Finance Department, the Sheriff's Office, the State's Attorney's Office, and the County Board Office.

Enacted and approved this 26th of August, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

**AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND OAK BROOK COLONY
CONDOMINIUM ASSOCIATION OF ILLINOIS FOR TRAFFIC CONTROL IN
RESIDENTIAL SUBDIVISION**

This agreement (hereinafter "AGREEMENT") is made and entered into this 26th day of _____ August, 2025, by and between the COUNTY OF DUPAGE (hereinafter "COUNTY") on behalf of the Sheriff of DuPage County (hereinafter "SHERIFF") and the OAK BROOK COLONY CONDOMINIUM ASSOCIATION (hereinafter "ASSOCIATION").

WHEREAS, the ASSOCIATION desires that the vehicles and traffic on the roadways and within the boundaries of the ASSOCIATION be regulated by the SHERIFF, and;

WHEREAS, the COUNTY and the ASSOCIATION have the authority to enter into an agreement pursuant to the Illinois Vehicle Code (625 ILCS 5/11-209) (hereinafter "the ACT"):

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The maximum speed limit for any vehicle on the roadways and within the boundaries of the ASSOCIATION shall not exceed the posted speed limit.
2. Traffic regulatory signs and all obligatory signs and other markings shall be posted as necessary to control traffic on the roadways and within the boundaries of the ASSOCIATION. The ASSOCIATION shall be responsible for the payment for the provision of all necessary signs and other markings as determined by the SHERIFF, or his designee, after consultation with the ASSOCIATION. The SHERIFF, or his designee, after consultation with the ASSOCIATION shall thereafter determine the proper placement of all signs and other markings.
3. The stopping, standing or parking of any motor vehicle on the roadways and within the boundaries of the ASSOCIATION shall be prohibited where posted.
4. The costs of maintaining all signs and other markings on the roadways and within the boundaries of the ASSOCIATION shall be borne by the ASSOCIATION. The ASSOCIATION may maintain all signs and other markings on the roadways and within the boundaries of the ASSOCIATION with the SHERIFF'S approval and under the SHERIFF'S supervision.
5. The SHERIFF shall enforce regulations regarding traffic on the roadways and within the boundaries of the ASSOCIATION as set forth in any provision of the Code of Ordinance of the COUNTY and/or the Illinois Vehicle Code as contained in 625 ILCS 5/*et seq.*; such enforcement shall be in the normal course of patrol and enforcement by SHERIFF'S personnel and this AGREEMENT in no way obligates the SHERIFF to devote extra personnel to patrol the roadways and within the boundaries of the ASSOCIATION or to devote any personnel to patrol the roadways and within the boundaries of the ASSOCIATION exclusively.
6. This AGREEMENT shall be recorded in the Office of the Recorder of Deeds, DuPage County, Illinois. No regulation or enforcement permitted by this AGREEMENT shall occur until three (3) days after the date of the AGREEMENT'S recording, pursuant to 625 ILCS 5/11-209(c).

7. This AGREEMENT shall terminate four (4) years from the date of execution unless otherwise terminated as set forth below.

8. This AGREEMENT may be terminated upon written notice of intent to terminate by a party to all other parties to this AGREEMENT. No termination request may be filed within twelve (12) months of the date of execution of this AGREEMENT. Upon receipt of a written request for termination of this AGREEMENT, the COUNTY shall repeal the original enabling ordinance. Such repeal shall not take effect until the first day of January following such action by the COUNTY. Following written notification, the SHERIFF shall execute a notice of termination of this AGREEMENT which shall be recorded in the Office of the Recorder of Deeds, DuPage County, Illinois.

9. GENERAL TERMS.

- a. Preambles and Exhibits. The preambles and any exhibits to this AGREEMENT are hereby incorporated as if set forth fully herein.
- b. Relationship of the Parties. Nothing in this AGREEMENT shall be construed to consider any party or its respective employees or agents as the agents or employees of the other party. Nothing contained in or done pursuant to this AGREEMENT shall be construed as creating a partnership, agency, joint employer or joint venture relationship between the COUNTY, the SHERIFF and the ASSOCIATION. No party shall become bound, with respect to third parties, by any representation, act or omission of the other party. This AGREEMENT is for the benefit of the contracting parties only and is not intended to raise or acknowledge any duty regarding conduct or other form of liability as to third parties.
- c. Entire Agreement. This AGREEMENT sets forth all the covenants, conditions and promises between the parties, represents the entire agreement between the parties, and supersedes all previous communications or understandings whether oral or written. This AGREEMENT may not be amended except by means of a written document signed by authorized representatives of both of the parties.
- d. Provisions Severable. In the event any provision of this AGREEMENT or the application of any such provision to any state of facts shall be declared to be illegal, unenforceable or contrary to the public policy, then such provision or application, as the case may be, shall be null and void, but this AGREEMENT, with such provision severed, shall continue in full force and effect as to all other provisions.
- e. No Assignment and Successors. No party may assign any rights or duties under this AGREEMENT without the prior express written consent of the other party. This AGREEMENT shall be binding upon the successors of the parties' respective governing boards.
- f. Compliance with All Laws. The COUNTY, the SHERIFF and the ASSOCIATION shall at all times observe and comply with the laws, ordinances,

regulations and codes of the Federal, State, County and other local governmental agencies which may in any manner affect the performance of this AGREEMENT.

- g. Governing Law. This AGREEMENT shall be governed by the laws of the State of Illinois.
- h. Counterparts. This AGREEMENT may be executed in counterparts, each of which shall constitute an original, but together shall constitute one and the same AGREEMENT.
- i. Effective Date. This AGREEMENT shall be deemed dated and become effective on the date the last of the parties signs as set forth below the signature of their duly authorized representatives.

IN WITNESS WHEREOF, the COUNTY, the SHERIFF and the ASSOCIATION have caused this AGREEMENT to be executed on their behalf and attested to by their duly authorized officers, all on the day and year herein set forth.

DATED this 26th day of August, 2025

COUNTY OF DUPAGE

OAK BROOK COLONY
CONDOMINIUM ASSOCIATION

By



age Sheriff

Date:

8/11/25

By:

 - Michael Rio
resident - OBCCA

Date:

6-13-25

By:

DuPage County Board Chair

Date:

ATTEST:

By:

County Clerk

ATTEST:

By:



File #: JPS-O-0006-25

Agenda Date: 8/19/2025

Agenda #: 16.G.

ENABLING ORDINANCE
STRATFORD GREEN CONDOMINIUM ASSOCIATION
FOR TRAFFIC CONTROL IN RESIDENTIAL SUBDIVISION

WHEREAS, the County of DuPage (County) and the DuPage County Sheriff (Sheriff) have, pursuant to 625 ILCS 5/11-209, entered into an Agreement with Stratford Green Condominium Association (Association) for the regulation of traffic on the roadways of Stratford Green Condominium Association; and

WHEREAS, the Association has requested that the County enforce the Illinois traffic laws on the subdivision roadways as part of the agreement; and

WHEREAS, the Sheriff has agreed to enforce such traffic laws as requested.

NOW, THEREFORE, BE IT ORDAINED that the County shall grant the authority to the Sheriff to enforce Illinois traffic laws on the subdivision roadways, and that all subdivision roadways shall be considered "highways" for such enforcement purposes pursuant to 625 ILCS 5/11-209.1; and

BE IT FURTHER ORDAINED that the County Clerk shall publish notice hereof and that copies be sent to the President of the Stratford Green Condominium Association, the Auditor, the Treasurer, the Finance Department, the Sheriff's Office, the State's Attorney's Office, and the County Board Office.

Enacted and approved this 26th of August, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

**AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND STRATFORD GREEN
CONDOMINIUM ASSOCIATION OF ILLINOIS FOR TRAFFIC CONTROL IN
RESIDENTIAL SUBDIVISION**

This agreement (hereinafter "AGREEMENT") is made and entered into this 26th day of August, 2025, by and between the COUNTY OF DUPAGE (hereinafter "COUNTY") on behalf of the Sheriff of DuPage County (hereinafter "SHERIFF") and the STRATFORD GREEN CONDOMINIUM ASSOCIATION (hereinafter "ASSOCIATION").

WHEREAS, the ASSOCIATION desires that the vehicles and traffic on the roadways and within the boundaries of the ASSOCIATION be regulated by the SHERIFF, and;

WHEREAS, the COUNTY and the ASSOCIATION have the authority to enter into an agreement pursuant to the Illinois Vehicle Code (625 ILCS 5/11-209) (hereinafter "the ACT");

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The maximum speed limit for any vehicle on the roadways and within the boundaries of the ASSOCIATION shall not exceed the posted speed limit.
2. Traffic regulatory signs and all obligatory signs and other markings shall be posted as necessary to control traffic on the roadways and within the boundaries of the ASSOCIATION. The ASSOCIATION shall be responsible for the payment for the provision of all necessary signs and other markings as determined by the SHERIFF, or his designee, after consultation with the ASSOCIATION. The SHERIFF, or his designee, after consultation with the ASSOCIATION shall thereafter determine the proper placement of all signs and other markings.
3. The stopping, standing or parking of any motor vehicle on the roadways and within the boundaries of the ASSOCIATION shall be prohibited where posted.
4. The costs of maintaining all signs and other markings on the roadways and within the boundaries of the ASSOCIATION shall be borne by the ASSOCIATION. The ASSOCIATION may maintain all signs and other markings on the roadways and within the boundaries of the ASSOCIATION with the SHERIFF'S approval and under the SHERIFF'S supervision.
5. The SHERIFF shall enforce regulations regarding traffic on the roadways and within the boundaries of the ASSOCIATION as set forth in any provision of the Code of Ordinance of the COUNTY and/or the Illinois Vehicle Code as contained in 625 ILCS 5/*et seq.*; such enforcement shall be in the normal course of patrol and enforcement by SHERIFF'S personnel and this AGREEMENT in no way obligates the SHERIFF to devote extra personnel to patrol the roadways and within the boundaries of the ASSOCIATION or to devote any personnel to patrol the roadways and within the boundaries of the ASSOCIATION exclusively.
6. This AGREEMENT shall be recorded in the Office of the Recorder of Deeds, DuPage County, Illinois. No regulation or enforcement permitted by this AGREEMENT shall occur until three (3) days after the date of the AGREEMENT'S recording, pursuant to 625 ILCS 5/11-209(c).

7. This AGREEMENT shall terminate four (4) years from the date of execution unless otherwise terminated as set forth below.

8. This AGREEMENT may be terminated upon written notice of intent to terminate by a party to all other parties to this AGREEMENT. No termination request may be filed within twelve (12) months of the date of execution of this AGREEMENT. Upon receipt of a written request for termination of this AGREEMENT, the COUNTY shall repeal the original enabling ordinance. Such repeal shall not take effect until the first day of January following such action by the COUNTY. Following written notification, the SHERIFF shall execute a notice of termination of this AGREEMENT which shall be recorded in the Office of the Recorder of Deeds, DuPage County, Illinois.

9. GENERAL TERMS.

- a. Preambles and Exhibits. The preambles and any exhibits to this AGREEMENT are hereby incorporated as if set forth fully herein.
- b. Relationship of the Parties. Nothing in this AGREEMENT shall be construed to consider any party or its respective employees or agents as the agents or employees of the other party. Nothing contained in or done pursuant to this AGREEMENT shall be construed as creating a partnership, agency, joint employer or joint venture relationship between the COUNTY, the SHERIFF and the ASSOCIATION. No party shall become bound, with respect to third parties, by any representation, act or omission of the other party. This AGREEMENT is for the benefit of the contracting parties only and is not intended to raise or acknowledge any duty regarding conduct or other form of liability as to third parties.
- c. Entire Agreement. This AGREEMENT sets forth all the covenants, conditions and promises between the parties, represents the entire agreement between the parties, and supersedes all previous communications or understandings whether oral or written. This AGREEMENT may not be amended except by means of a written document signed by authorized representatives of both of the parties.
- d. Provisions Severable. In the event any provision of this AGREEMENT or the application of any such provision to any state of facts shall be declared to be illegal, unenforceable or contrary to the public policy, then such provision or application, as the case may be, shall be null and void, but this AGREEMENT, with such provision severed, shall continue in full force and effect as to all other provisions.
- e. No Assignment and Successors. No party may assign any rights or duties under this AGREEMENT without the prior express written consent of the other party. This AGREEMENT shall be binding upon the successors of the parties' respective governing boards.
- f. Compliance with All Laws. The COUNTY, the SHERIFF and the ASSOCIATION shall at all times observe and comply with the laws, ordinances,

regulations and codes of the Federal, State, County and other local governmental agencies which may in any manner affect the performance of this AGREEMENT.

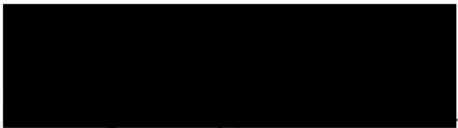
- g. Governing Law. This AGREEMENT shall be governed by the laws of the State of Illinois.
- h. Counterparts. This AGREEMENT may be executed in counterparts, each of which shall constitute an original, but together shall constitute one and the same AGREEMENT.
- i. Effective Date. This AGREEMENT shall be deemed dated and become effective on the date the last of the parties signs as set forth below the signature of their duly authorized representatives.

IN WITNESS WHEREOF, the COUNTY, the SHERIFF and the ASSOCIATION have caused this AGREEMENT to be executed on their behalf and attested to by their duly authorized officers, all on the day and year herein set forth.

DATED this __26th day of ____August_____, 2025

COUNTY OF DUPAGE

STRATFORD GREEN
CONDOMINIUM ASSOCIATION



uPage County Sheriff

Date: 8/11/25

By: 

President T. E. + Sun

Date: 6-17-25

By: _____

DuPage County Board Chair

Date: _____

ATTEST:

ATTEST:

By: _____

County Clerk

By: _____



File #: JPS-O-0007-25

Agenda Date: 8/19/2025

Agenda #: 16.H.

ENABLING ORDINANCE
WATERFALL GLEN CONDOMINIUM ASSOCIATION
FOR TRAFFIC CONTROL IN RESIDENTIAL SUBDIVISION

WHEREAS, the County of DuPage (County) and the DuPage County Sheriff (Sheriff) have, pursuant to 625 ILCS 5/11-209, entered into an Agreement with Waterfall Glen Condominium Association (Association) for the regulation of traffic on the roadways of; and

WHEREAS, the Association has requested that the County enforce the Illinois traffic laws on the subdivision roadways as part of the agreement; and

WHEREAS, the Sheriff has agreed to enforce such traffic laws as requested.

NOW, THEREFORE, BE IT ORDAINED that the County shall grant the authority to the Sheriff to enforce Illinois traffic laws on the subdivision roadways, and that all subdivision roadways shall be considered "highways" for such enforcement purposes pursuant to 625 ILCS 5/11-209.1; and

BE IT FURTHER ORDAINED that the County Clerk shall publish notice hereof and that copies be sent to the President of the Waterfall Glen Condominium Association, the Auditor, the Treasurer, the Finance Department, the Sheriff's Office, the State's Attorney's Office, and the County Board Office.

Enacted and approved this 26th of August, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

**AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND WATERFALL GLEN
CONDOMINIUM ASSOCIATION OF ILLINOIS FOR TRAFFIC CONTROL IN
RESIDENTIAL SUBDIVISION**

This agreement (hereinafter "AGREEMENT") is made and entered into this 26th day of ____August____, 2025, by and between the COUNTY OF DUPAGE (hereinafter "COUNTY") on behalf of the Sheriff of DuPage County (hereinafter "SHERIFF") and the WATERFALL GLEN CONDOMINIUM ASSOCIATION (hereinafter "ASSOCIATION").

WHEREAS, the ASSOCIATION desires that the vehicles and traffic on the roadways and within the boundaries of the ASSOCIATION be regulated by the SHERIFF, and;

WHEREAS, the COUNTY and the ASSOCIATION have the authority to enter into an agreement pursuant to the Illinois Vehicle Code (625 ILCS 5/11-209) (hereinafter "the ACT");

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The maximum speed limit for any vehicle on the roadways and within the boundaries of the ASSOCIATION shall not exceed the posted speed limit.
2. Traffic regulatory signs and all obligatory signs and other markings shall be posted as necessary to control traffic on the roadways and within the boundaries of the ASSOCIATION. The ASSOCIATION shall be responsible for the payment for the provision of all necessary signs and other markings as determined by the SHERIFF, or his designee, after consultation with the ASSOCIATION. The SHERIFF, or his designee, after consultation with the ASSOCIATION shall thereafter determine the proper placement of all signs and other markings.
3. The stopping, standing or parking of any motor vehicle on the roadways and within the boundaries of the ASSOCIATION shall be prohibited where posted.
4. The costs of maintaining all signs and other markings on the roadways and within the boundaries of the ASSOCIATION shall be borne by the ASSOCIATION. The ASSOCIATION may maintain all signs and other markings on the roadways and within the boundaries of the ASSOCIATION with the SHERIFF'S approval and under the SHERIFF'S supervision.
5. The SHERIFF shall enforce regulations regarding traffic on the roadways and within the boundaries of the ASSOCIATION as set forth in any provision of the Code of Ordinance of the COUNTY and/or the Illinois Vehicle Code as contained in 625 ILCS 5/*et seq.*; such enforcement shall be in the normal course of patrol and enforcement by SHERIFF'S personnel and this AGREEMENT in no way obligates the SHERIFF to devote extra personnel to patrol the roadways and within the boundaries of the ASSOCIATION or to devote any personnel to patrol the roadways and within the boundaries of the ASSOCIATION exclusively.
6. This AGREEMENT shall be recorded in the Office of the Recorder of Deeds, DuPage County, Illinois. No regulation or enforcement permitted by this AGREEMENT shall occur until three (3) days after the date of the AGREEMENT'S recording, pursuant to 625 ILCS 5/11-209(c).

7. This AGREEMENT shall terminate four (4) years from the date of execution unless otherwise terminated as set forth below.

8. This AGREEMENT may be terminated upon written notice of intent to terminate by a party to all other parties to this AGREEMENT. No termination request may be filed within twelve (12) months of the date of execution of this AGREEMENT. Upon receipt of a written request for termination of this AGREEMENT, the COUNTY shall repeal the original enabling ordinance. Such repeal shall not take effect until the first day of January following such action by the COUNTY. Following written notification, the SHERIFF shall execute a notice of termination of this AGREEMENT which shall be recorded in the Office of the Recorder of Deeds, DuPage County, Illinois.

9. GENERAL TERMS.

- a. Preambles and Exhibits. The preambles and any exhibits to this AGREEMENT are hereby incorporated as if set forth fully herein.
- b. Relationship of the Parties. Nothing in this AGREEMENT shall be construed to consider any party or its respective employees or agents as the agents or employees of the other party. Nothing contained in or done pursuant to this AGREEMENT shall be construed as creating a partnership, agency, joint employer or joint venture relationship between the COUNTY, the SHERIFF and the ASSOCIATION. No party shall become bound, with respect to third parties, by any representation, act or omission of the other party. This AGREEMENT is for the benefit of the contracting parties only and is not intended to raise or acknowledge any duty regarding conduct or other form of liability as to third parties.
- c. Entire Agreement. This AGREEMENT sets forth all the covenants, conditions and promises between the parties, represents the entire agreement between the parties, and supersedes all previous communications or understandings whether oral or written. This AGREEMENT may not be amended except by means of a written document signed by authorized representatives of both of the parties.
- d. Provisions Severable. In the event any provision of this AGREEMENT or the application of any such provision to any state of facts shall be declared to be illegal, unenforceable or contrary to the public policy, then such provision or application, as the case may be, shall be null and void, but this AGREEMENT, with such provision severed, shall continue in full force and effect as to all other provisions.
- e. No Assignment and Successors. No party may assign any rights or duties under this AGREEMENT without the prior express written consent of the other party. This AGREEMENT shall be binding upon the successors of the parties' respective governing boards.
- f. Compliance with All Laws. The COUNTY, the SHERIFF and the ASSOCIATION shall at all times observe and comply with the laws, ordinances,

regulations and codes of the Federal, State, County and other local governmental agencies which may in any manner affect the performance of this AGREEMENT.

- g. Governing Law. This AGREEMENT shall be governed by the laws of the State of Illinois.
- h. Counterparts. This AGREEMENT may be executed in counterparts, each of which shall constitute an original, but together shall constitute one and the same AGREEMENT.
- i. Effective Date. This AGREEMENT shall be deemed dated and become effective on the date the last of the parties signs as set forth below the signature of their duly authorized representatives.

IN WITNESS WHEREOF, the COUNTY, the SHERIFF and the ASSOCIATION have caused this AGREEMENT to be executed on their behalf and attested to by their duly authorized officers, all on the day and year herein set forth.

DATED this 26th day of August, 2025

COUNTY OF DUPAGE

WATERFALL GLEN CONDOMINIUM
ASSOCIATION OF ILLINOIS

By:

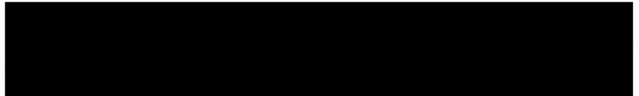


DuPage County Sheriff

Date:

8/11/25

By:



Date:

6/12/2025

By:

DuPage County Board Chair

Date:

ATTEST:

By:

County Clerk

ATTEST:

By:



File #: JPS-O-0008-25

Agenda Date: 8/19/2025

Agenda #: 16.I.

ENABLING ORDINANCE
BURR RIDGE SCHOOL DISTRICT 180 SCHOOL BOARD
FOR TRAFFIC CONTROL AT
ANNE M. JEANS ELEMENTARY SCHOOL GROUNDS

WHEREAS, the County of DuPage (County) and the DuPage County Sheriff (Sheriff) have, pursuant to 625 ILCS 5/11-209, entered into an Agreement with the Burr Ridge School District 180 School Board for the regulation of traffic on the roadways of Anne M. Jeans Elementary School Grounds; and

WHEREAS, the School Board has requested that the County enforce the Illinois traffic laws on the school ground's roadways as part of the agreement; and

WHEREAS, the Sheriff has agreed to enforce such traffic laws as requested.

NOW, THEREFORE, BE IT ORDAINED that the County shall grant the authority to the Sheriff to enforce Illinois traffic laws on the school ground's roadways, and that all schools grounds roadways shall be considered "highways" for such enforcement purposes pursuant to 625 ILCS 5/11-209.1; and

BE IT FURTHER ORDAINED that the County Clerk shall publish notice hereof and that copies be sent to Burr Ridge School District 180 School Board, the Auditor, the Treasurer, the Finance Department, the Sheriff's Office, the State's Attorney's Office, and the County Board Office.

Enacted and approved this 26th of August, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

**AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND BURR RIDGE SCHOOL
DISTRICT 180 SCHOOL BOARD, DUPAGE COUNTY, ILLINOIS, FOR THE
TRAFFIC CONTROL ON THE ANNE M. JEANS ELEMENTARY SCHOOL
GROUNDS**

This agreement (hereinafter "AGREEMENT") is made and entered into this 26th day of August, 2025, by and between the COUNTY OF DUPAGE (hereinafter "COUNTY") on behalf _____ of the Sheriff of DuPage County (hereinafter "SHERIFF") and BURR RIDGE SCHOOL DISTRICT 180 SCHOOL BOARD (hereinafter "SCHOOL BOARD").

WHEREAS, the SCHOOL BOARD desires that the vehicles and traffic on the roadways and within the boundaries of ANN M. JEANS SCHOOL of said SCHOOL BOARD be regulated by the SHERIFF, and;

WHEREAS, the COUNTY and the SCHOOL BOARD have the authority to enter into an agreement pursuant to the Illinois Vehicle Code (625 ILCS 5/11-209) and section 10-22.42 of the Illinois School Code, 105 ILCS 5/10-22.42 (hereinafter "the ACT");

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Maximum Speed Limit** The maximum speed limit for any vehicle shall be 5 miles per hour. _____

2. **Traffic Signs** Traffic regulatory signs and all obligatory signs and other markings shall be posted as necessary to control traffic on the roadways and within the school grounds. The SCHOOL BOARD shall be responsible for the payment for the provision of all necessary signs and other markings as determined by the SHERIFF, or his designee, after consultation with the SCHOOL BOARD. The SHERIFF, or his designee, after consultation with the SCHOOL BOARD shall thereafter determine the proper placement of all signs and other markings.

3. **Prohibited Parking** The stopping, standing or parking of any motor vehicle on the roadway or driveway located within the SCHOOL GROUNDS, or designated posted areas, shall be prohibited.

4. **Maintenance of Signs and Markings** The cost of designating and maintaining all signs and other markings on the school grounds and shall be borne by the SCHOOL BOARD. The SCHOOL BOARD may so designate and maintain all signs and other marking with the SHERIFF'S approval and under the SHERIFF'S supervision.

5. **Traffic Enforcement** The SHERIFF shall enforce regulations regarding traffic on the roadways as set forth in any provision of the Code of Ordinance of the COUNTY and/or the Illinois Vehicle Code as contained in 625ILCS 5/1-100et seq.; such enforcement shall be in the normal course of patrol and enforcement by SHERIFF'S personnel and this AGREEMENT in no way obligates the SHERIFF to devote extra personnel to patrol the school grounds exclusively.

6. **Recordation** This AGREEMENT shall be recorded in the Office of the Recorder of Deeds, DuPage County, Illinois, in accordance with Subsection I -209(c) of the Illinois Vehicle

Code, 625 ILCS 5[II-2Q9 (c). No regulation or enforcement permitted by this AGREEMENT shall occur until three (3) days after the date of the recording of the AGREEMENT

7. **Effective Date** This AGREEMENT shall immediately take effect on the date of its execution and shall be in full force and effect for a period of four (4) years from the date of this AGREEMENT, unless terminated pursuant to section 8 set forth below.

8. **Termination** This AGREEMENT may be terminated upon written notice of intent to terminate by a party to all parties to this AGREEMENT. No termination request may be filed within twelve (12) months of the date of execution of this AGREEMENT. Upon receipt of a written request for termination of this AGREEMENT, the COUNTY shall repeal the original enabling ordinance. Such repeal shall not take effect until the first day of January following such action by the COUNTY. Following said written notification; the COUNTY shall execute a notice of termination of this AGREEMENT which shall be recorded in the Office of the Recorder of Deeds, DuPage County, Illinois.

9. **NOTICES** All notices provided for herein shall be in writing and served by personal delivery or reputable private commercial courier service or by registered or certified mail, return receipt requested, postage prepaid, at the address provided below. Any notice personally delivered or delivered by reputable courier service shall be effective on the date of delivery, and any notice mailed as provided herein shall be deemed given and effective on the second business day following the date so mailed:

If to the SCHOOL BOARD:

Board of Education of Burr Ridge #180
15W451 91st St
Burr Ridge, Illinois 60527
Attention-Superintendent

If to the COUNTY or SHERIFF

Sheriff
DuPage County Sheriff's Office
501 N County Farm Rd
Wheaton, IL 60187

IN WITNESS WHEREOF, the COUNTY, the SHERIFF and the SCHOOL BOARD have caused this AGREEMENT to be executed on their behalf and attested to by their duly authorized officers, all on the day and year herein set forth. This AGREEMENT shall be deemed dated and become effective on the date the last of the parties sign as set forth below the signature of their duly authorized representatives.

DATED this 26th day of August, 2025.

BOARD OF EDUCATION
BURR RIDGE SCHOOL
DISTRICT #180

By:

[Redacted Signature]

DuPage County Sheriff

Date:

8/11/25

By:

[Redacted Signature]

Superintendent/School President

Date:

7/7/25

By:

DuPage County Board Chair

Date:

ATTEST:

By:

County Clerk

ATTEST:

By:



Judicial and Public Safety Ordinance

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

File #: JPS-O-0009-25

Agenda Date: 8/19/2025

Agenda #: 16.J.

ENABLING ORDINANCE
CHAMBORD PROPERTY OWNERS' ASSOCIATION
FOR TRAFFIC CONTROL IN RESIDENTIAL SUBDIVISION

WHEREAS, the County of DuPage (County) and the DuPage County Sheriff (Sheriff) have, pursuant to 625 ILCS 5/11-209, entered into an Agreement with Chambord Property Owners' Association (Association) for the regulation of traffic on the roadways of Chambord Property Owners' Association; and

WHEREAS, the Association has requested that the County enforce the Illinois traffic laws on the subdivision roadways as part of the agreement; and

WHEREAS, the Sheriff has agreed to enforce such traffic laws as requested.

NOW, THEREFORE, BE IT ORDAINED that the County shall grant the authority to the Sheriff to enforce Illinois traffic laws on the subdivision roadways, and that all subdivision roadways shall be considered "highways" for such enforcement purposes pursuant to 625 ILCS 5/11-209.1; and

BE IT FURTHER ORDAINED that the County Clerk shall publish notice hereof and that copies be sent to the President of the Chambord Property Owners' Association, the Auditor, the Treasurer, the Finance Department, the Sheriff's Office, the State's Attorney's Office, and the County Board Office.

Enacted and approved this 26th of August, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

**AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND CHAMBORD
PROPERTY OWNERS' ASSOCIATION FOR TRAFFIC CONTROL IN RESIDENTIAL
SUBDIVISION**

This agreement (hereinafter "AGREEMENT") is made and entered into this 26th day of _____ August, 2025, by and between the COUNTY OF DUPAGE (hereinafter "COUNTY") on behalf of the Sheriff of DuPage County (hereinafter "SHERIFF") and the CHAMBORD PROPERTY OWNERS' ASSOCIATION (hereinafter "ASSOCIATION").

WHEREAS, the ASSOCIATION desires that the vehicles and traffic on the roadways and within the boundaries of the ASSOCIATION be regulated by the SHERIFF, and;

WHEREAS, the COUNTY and the ASSOCIATION have the authority to enter into an agreement pursuant to the Illinois Vehicle Code (625 ILCS 5/11-209) (hereinafter "the ACT");

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The maximum speed limit for any vehicle on the roadways and within the boundaries of the ASSOCIATION shall not exceed the posted speed limit.
2. Traffic regulatory signs and all obligatory signs and other markings shall be posted as necessary to control traffic on the roadways and within the boundaries of the ASSOCIATION. The ASSOCIATION shall be responsible for the payment for the provision of all necessary signs and other markings as determined by the SHERIFF, or his designee, after consultation with the ASSOCIATION. The SHERIFF, or his designee, after consultation with the ASSOCIATION shall thereafter determine the proper placement of all signs and other markings.
3. The stopping, standing or parking of any motor vehicle on the roadways and within the boundaries of the ASSOCIATION shall be prohibited where posted.
4. The costs of maintaining all signs and other markings on the roadways and within the boundaries of the ASSOCIATION shall be borne by the ASSOCIATION. The ASSOCIATION may maintain all signs and other markings on the roadways and within the boundaries of the ASSOCIATION with the SHERIFF'S approval and under the SHERIFF'S supervision.
5. The SHERIFF shall enforce regulations regarding traffic on the roadways and within the boundaries of the ASSOCIATION as set forth in any provision of the Code of Ordinance of the COUNTY and/or the Illinois Vehicle Code as contained in 625 ILCS 5/*et seq.*; such enforcement shall be in the normal course of patrol and enforcement by SHERIFF'S personnel and this AGREEMENT in no way obligates the SHERIFF to devote extra personnel to patrol the roadways and within the boundaries of the ASSOCIATION or to devote any personnel to patrol the roadways and within the boundaries of the ASSOCIATION exclusively.
6. This AGREEMENT shall be recorded in the Office of the Recorder of Deeds, DuPage County, Illinois. No regulation or enforcement permitted by this AGREEMENT shall occur until three (3) days after the date of the AGREEMENT'S recording, pursuant to 625 ILCS 5/11-209(c).

7. This AGREEMENT shall terminate four (4) years from the date of execution unless otherwise terminated as set forth below.

8. This AGREEMENT may be terminated upon written notice of intent to terminate by a party to all other parties to this AGREEMENT. No termination request may be filed within twelve (12) months of the date of execution of this AGREEMENT. Upon receipt of a written request for termination of this AGREEMENT, the COUNTY shall repeal the original enabling ordinance. Such repeal shall not take effect until the first day of January following such action by the COUNTY. Following written notification, the SHERIFF shall execute a notice of termination of this AGREEMENT which shall be recorded in the Office of the Recorder of Deeds, DuPage County, Illinois.

9. GENERAL TERMS.

- a. Preambles and Exhibits. The preambles and any exhibits to this AGREEMENT are hereby incorporated as if set forth fully herein.
- b. Relationship of the Parties. Nothing in this AGREEMENT shall be construed to consider any party or its respective employees or agents as the agents or employees of the other party. Nothing contained in or done pursuant to this AGREEMENT shall be construed as creating a partnership, agency, joint employer or joint venture relationship between the COUNTY, the SHERIFF and the ASSOCIATION. No party shall become bound, with respect to third parties, by any representation, act or omission of the other party. This AGREEMENT is for the benefit of the contracting parties only and is not intended to raise or acknowledge any duty regarding conduct or other form of liability as to third parties.
- c. Entire Agreement. This AGREEMENT sets forth all the covenants, conditions and promises between the parties, represents the entire agreement between the parties, and supersedes all previous communications or understandings whether oral or written. This AGREEMENT may not be amended except by means of a written document signed by authorized representatives of both of the parties.
- d. Provisions Severable. In the event any provision of this AGREEMENT or the application of any such provision to any state of facts shall be declared to be illegal, unenforceable or contrary to the public policy, then such provision or application, as the case may be, shall be null and void, but this AGREEMENT, with such provision severed, shall continue in full force and effect as to all other provisions.
- e. No Assignment and Successors. No party may assign any rights or duties under this AGREEMENT without the prior express written consent of the other party. This AGREEMENT shall be binding upon the successors of the parties' respective governing boards.
- f. Compliance with All Laws. The COUNTY, the SHERIFF and the ASSOCIATION shall at all times observe and comply with the laws, ordinances,

regulations and codes of the Federal, State, County and other local governmental agencies which may in any manner affect the performance of this AGREEMENT.

- g. Governing Law. This AGREEMENT shall be governed by the laws of the State of Illinois.
- h. Counterparts. This AGREEMENT may be executed in counterparts, each of which shall constitute an original, but together shall constitute one and the same AGREEMENT.
- i. Effective Date. This AGREEMENT shall be deemed dated and become effective on the date the last of the parties signs as set forth below the signature of their duly authorized representatives.

IN WITNESS WHEREOF, the COUNTY, the SHERIFF and the ASSOCIATION have caused this AGREEMENT to be executed on their behalf and attested to by their duly authorized officers, all on the day and year herein set forth.

DATED this 26th day of August, 2025

COUNTY OF DUPAGE

By:

[Redacted Signature]

ge County Sheriff

Date:

8/11/25

By:

DuPage County Board Chair

Date:

ATTEST:

By:

County Clerk

CHAMBORD PROPERTY OWNERS'
ASSOCIATION

By:

[Redacted Signature]

President

Date:

6-10-25

ATTEST:

By:

[Redacted Signature]

Dennis M. [Signature]
Agent



File #: JPS-O-0010-25

Agenda Date: 8/19/2025

Agenda #: 16.K.

ENABLING ORDINANCE
BRANDYWINE TOWNE HOUSES IMPROVEMENT ASSOCIATION
FOR TRAFFIC CONTROL IN RESIDENTIAL SUBDIVISION

WHEREAS, the County of DuPage (County) and the DuPage County Sheriff (Sheriff) have, pursuant to 625 ILCS 5/11-209, entered into an Agreement with Brandywine Towne Houses Improvement Association (Association) for the regulation of traffic on the roadways of; and

WHEREAS, the Association has requested that the County enforce the Illinois traffic laws on the subdivision roadways as part of the agreement; and

WHEREAS, the Sheriff has agreed to enforce such traffic laws as requested.

NOW, THEREFORE, BE IT ORDAINED that the County shall grant the authority to the Sheriff to enforce Illinois traffic laws on the subdivision roadways, and that all subdivision roadways shall be considered "highways" for such enforcement purposes pursuant to 625 ILCS 5/11-209.1; and

BE IT FURTHER ORDAINED that the County Clerk shall publish notice hereof and that copies be sent to the President of the Brandywine Towne Houses Improvement Association, the Auditor, the Treasurer, the Finance Department, the Sheriff's Office, the State's Attorney's Office, and the County Board Office.

Enacted and approved this 26th of August, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

**AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND BRANDYWINE TOWNE
HOUSES IMPROVEMENT ASSOCIATION FOR TRAFFIC CONTROL IN
RESIDENTIAL SUBDIVISION**

This agreement (hereinafter "AGREEMENT") is made and entered into this 26th day of _____ August_, 2025, by and between the COUNTY OF DUPAGE (hereinafter "COUNTY") on behalf of the Sheriff of DuPage County (hereinafter "SHERIFF") and the BRANDYWINE TOWNE HOUSES IMPROVEMENT ASSOCIATION (hereinafter "ASSOCIATION").

WHEREAS, the ASSOCIATION desires that the vehicles and traffic on the roadways and within the boundaries of the ASSOCIATION be regulated by the SHERIFF, and;

WHEREAS, the COUNTY and the ASSOCIATION have the authority to enter into an agreement pursuant to the Illinois Vehicle Code (625 ILCS 5/11-209) (hereinafter "the ACT");

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The maximum speed limit for any vehicle on the roadways and within the boundaries of the ASSOCIATION shall not exceed the posted speed limit.
2. Traffic regulatory signs and all obligatory signs and other markings shall be posted as necessary to control traffic on the roadways and within the boundaries of the ASSOCIATION. The ASSOCIATION shall be responsible for the payment for the provision of all necessary signs and other markings as determined by the SHERIFF, or his designee, after consultation with the ASSOCIATION. The SHERIFF, or his designee, after consultation with the ASSOCIATION shall thereafter determine the proper placement of all signs and other markings.
3. The stopping, standing or parking of any motor vehicle on the roadways and within the boundaries of the ASSOCIATION shall be prohibited where posted.
4. The costs of maintaining all signs and other markings on the roadways and within the boundaries of the ASSOCIATION shall be borne by the ASSOCIATION. The ASSOCIATION may maintain all signs and other markings on the roadways and within the boundaries of the ASSOCIATION with the SHERIFF'S approval and under the SHERIFF'S supervision.
5. The SHERIFF shall enforce regulations regarding traffic on the roadways and within the boundaries of the ASSOCIATION as set forth in any provision of the Code of Ordinance of the COUNTY and/or the Illinois Vehicle Code as contained in 625 ILCS 5/*et seq.*; such enforcement shall be in the normal course of patrol and enforcement by SHERIFF'S personnel and this AGREEMENT in no way obligates the SHERIFF to devote extra personnel to patrol the roadways and within the boundaries of the ASSOCIATION or to devote any personnel to patrol the roadways and within the boundaries of the ASSOCIATION exclusively.
6. This AGREEMENT shall be recorded in the Office of the Recorder of Deeds, DuPage County, Illinois. No regulation or enforcement permitted by this AGREEMENT shall occur until three (3) days after the date of the AGREEMENT'S recording, pursuant to 625 ILCS 5/11-209(c).

7. This AGREEMENT shall terminate four (4) years from the date of execution unless otherwise terminated as set forth below.

8. This AGREEMENT may be terminated upon written notice of intent to terminate by a party to all other parties to this AGREEMENT. No termination request may be filed within twelve (12) months of the date of execution of this AGREEMENT. Upon receipt of a written request for termination of this AGREEMENT, the COUNTY shall repeal the original enabling ordinance. Such repeal shall not take effect until the first day of January following such action by the COUNTY. Following written notification, the SHERIFF shall execute a notice of termination of this AGREEMENT which shall be recorded in the Office of the Recorder of Deeds, DuPage County, Illinois.

9. GENERAL TERMS.

- a. Preambles and Exhibits. The preambles and any exhibits to this AGREEMENT are hereby incorporated as if set forth fully herein.
- b. Relationship of the Parties. Nothing in this AGREEMENT shall be construed to consider any party or its respective employees or agents as the agents or employees of the other party. Nothing contained in or done pursuant to this AGREEMENT shall be construed as creating a partnership, agency, joint employer or joint venture relationship between the COUNTY, the SHERIFF and the ASSOCIATION. No party shall become bound, with respect to third parties, by any representation, act or omission of the other party. This AGREEMENT is for the benefit of the contracting parties only and is not intended to raise or acknowledge any duty regarding conduct or other form of liability as to third parties.
- c. Entire Agreement. This AGREEMENT sets forth all the covenants, conditions and promises between the parties, represents the entire agreement between the parties, and supersedes all previous communications or understandings whether oral or written. This AGREEMENT may not be amended except by means of a written document signed by authorized representatives of both of the parties.
- d. Provisions Severable. In the event any provision of this AGREEMENT or the application of any such provision to any state of facts shall be declared to be illegal, unenforceable or contrary to the public policy, then such provision or application, as the case may be, shall be null and void, but this AGREEMENT, with such provision severed, shall continue in full force and effect as to all other provisions.
- e. No Assignment and Successors. No party may assign any rights or duties under this AGREEMENT without the prior express written consent of the other party. This AGREEMENT shall be binding upon the successors of the parties' respective governing boards.
- f. Compliance with All Laws. The COUNTY, the SHERIFF and the ASSOCIATION shall at all times observe and comply with the laws, ordinances,

regulations and codes of the Federal, State, County and other local governmental agencies which may in any manner affect the performance of this AGREEMENT.

- g. Governing Law. This AGREEMENT shall be governed by the laws of the State of Illinois.
- h. Counterparts. This AGREEMENT may be executed in counterparts, each of which shall constitute an original, but together shall constitute one and the same AGREEMENT.
- i. Effective Date. This AGREEMENT shall be deemed dated and become effective on the date the last of the parties signs as set forth below the signature of their duly authorized representatives.

IN WITNESS WHEREOF, the COUNTY, the SHERIFF and the ASSOCIATION have caused this AGREEMENT to be executed on their behalf and attested to by their duly authorized officers, all on the day and year herein set forth.

DATED this 26th day of August, 2025.

COUNTY OF DUPAGE

By:


DuPage County Sheriff

Date:

8/11/25

By:

DuPage County Board Chair

Date:

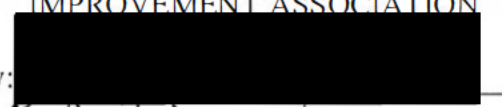
ATTEST:

By:

County Clerk

BRANDYWINE TOWNE HOUSES
IMPROVEMENT ASSOCIATION

By:


President

Date:

7/11/25

ATTEST:

By:



File #: JPS-O-0011-25

Agenda Date: 8/19/2025

Agenda #: 16.L.

ENABLING ORDINANCE
BOARD OF EDUCATION OF GLENBARD TOWNSHIP HIGH SCHOOL DISTRICT 87
FOR TRAFFIC CONTROL AT GLENBARD SOUTH HIGH SCHOOL GROUNDS

WHEREAS, the County of DuPage (County) and the DuPage County Sheriff (Sheriff) have, pursuant to 625 ILCS 5/11-209, entered into an Agreement with the Board of Education of Glenbard Township High School District 87 for the regulation of traffic on the roadways of Glenbard South High School Grounds; and

WHEREAS, The School Board has requested that the County enforce the Illinois traffic laws on the school ground's roadways as part of the agreement; and

WHEREAS, the Sheriff has agreed to enforce such traffic laws as requested.

NOW, THEREFORE, BE IT ORDAINED that the County shall grant the authority to the Sheriff to enforce Illinois traffic laws on the school ground's roadways, and that all schools grounds roadways shall be considered "highways" for such enforcement purposes pursuant to 625 ILCS 5/11-209.1; and

BE IT FURTHER ORDAINED that the County Clerk shall publish notice hereof and that copies be sent to the Board of Education of Glenbard Township High School District 87, the Auditor, the Treasurer, the Finance Department, the Sheriff's Office, the State's Attorney's Office, and the County Board Office.

Enacted and approved this 26th of August, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

**AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND THE BOARD OF
EDUCATION OF GLENBARD TOWNSHIP HIGH SCHOOL DISTRICT 87, DUPAGE
COUNTY, ILLINOIS, FOR THE TRAFFIC CONTROLS ON THE GLENBARD SOUTH
HIGH SCHOOL GROUNDS**

This agreement (hereinafter "AGREEMENT") is made and entered into this 26th day of August, 2025, by and between the COUNTY OF DUPAGE (hereinafter "COUNTY") on behalf of the Sheriff of DuPage County (hereinafter "SHERIFF") and the BOARD OF EDUCATION OF GLENBARD TOWNSHIP HIGH SCHOOL DISTRICT 87 (hereinafter "SCHOOL BOARD").

WHEREAS the SCHOOL BOARD desires that the vehicles and traffic on the roadways of and within the boundaries of Glenbard South High School of said SCHOOL BOARD be regulated by the SHERIFF, and;

WHEREAS, the COUNTY and the SCHOOL BOARD have the authority to enter into an agreement pursuant to the Illinois Vehicle Code (625 ILCS 5/11-209) and section 10-22.42 of the Illinois School Code, 105 ILCS 5/10-22.42 (hereinafter "the ACT");

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Maximum Speed Limit.** The maximum speed limit for any vehicle shall be 20 miles per hour.

2. **Traffic Signs.** Traffic regulatory signs and all obligatory signs and other markings shall be posted as necessary to control traffic within the school grounds. The SCHOOL BOARD shall be responsible for the payment for provision of all necessary signs and other markings as determined by the SHERIFF, or his designee, after consultation with the SCHOOL BOARD. The SHERIFF, or his designee, after consultation with the SCHOOL BOARD, shall thereafter determine the proper placement of all signs and other markings.

3. **Prohibited Parking** The stopping, standing or parking of any motor vehicle on the roadway or driveway located within the school grounds, or designated posted areas, shall be prohibited.

4. **Maintenance of Signs and Markings.** The cost of designating and maintaining all signs and other markings on the school grounds and shall be borne by the SCHOOL BOARD. The SCHOOL BOARD may so designate and maintain all signs and other marking with the SHERIFF'S approval and under the SHERIFF'S supervision.

5. **Traffic Enforcement** The SHERIFF shall enforce regulations regarding traffic on the roadways as set forth in any provision of the Code of Ordinance of the COUNTY and/or the Illinois Vehicle Code as contained in 625 ILCS 5/1-100*et seq.*; such enforcement shall be in the normal course of patrol and enforcement by SHERIFF'S personnel and this AGREEMENT in no way obligates the SHERIFF to devote extra personnel to patrol the school grounds exclusively.

6. **Recordation.** This AGREEMENT shall be recorded in the Office of the Recorder of Deeds, DuPage County, Illinois, in accordance with Subsection 11-209(c) of the Illinois Vehicle Code, 625 ILCS 5/11-209 (c). No regulation or enforcement permitted by this AGREEMENT shall occur until three (3) days after the date of the recording of the AGREEMENT.

7. **Effective Date** This AGREEMENT shall immediately take effect on the date of its execution and shall be in full force and effect for a period of four (4) years from the date of this AGREEMENT, unless terminated pursuant to section 8 set forth below.

8. **Termination.** This AGREEMENT may be terminated upon written notice of intent to terminate by a party to all parties to this AGREEMENT. No termination request may be filed within twelve (12) months of the date of execution of this AGREEMENT. Upon receipt of a written request for termination of this AGREEMENT, the COUNTY shall repeal the original enabling ordinance. Such repeal shall not take effect until the first day of January following such action by the COUNTY. Following said written notification; the COUNTY shall execute a notice of termination of this AGREEMENT which shall be recorded in the Office of the Recorder of Deeds, DuPage County, Illinois.

9. **NOTICES.** All notices provided for herein shall be in writing and served by personal delivery or reputable private commercial courier service or by registered or certified mail, return receipt requested, postage prepaid, at the address provided below. Any notice personally delivered or delivered by reputable courier service shall be effective on the date of delivery, and any notice mailed as provided herein shall be deemed given and effective on the second business day following the date so mailed:

If to the SCHOOL BOARD:

Glenbard Township High School District 87
596 Crescent Blvd
Glen Ellyn, Illinois 60137-6999
Attention: Superintendent

If to the COUNTY or SHERIFF

Sheriff
DuPage County Sheriff's Office
501 N County Farm Rd
Wheaton, IL 60187

IN WITNESS WHEREOF, the COUNTY, the SHERIFF and the SCHOOL BOARD have caused this AGREEMENT to be executed on their behalf and attested by their duly authorized offices, all on the day and year herein set forth. This AGREEMENT shall be deemed dated and become effective on the date the last of the parties sign as set forth below the signature of their duly authorized representatives.

DATED this 26th day of August, 2025.

COUNTY OF DUPAGE

By: 
DuPage County Sheriff

Date: 8/11/25

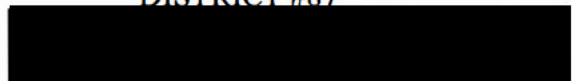
By: _____
DuPage County Board Chairman

Date: _____

ATTEST:

By: _____
County Clerk

BOARD OF EDUCATION OF
GLENBARD TOWNSHIP HIGH SCHOOL
DISTRICT #87

By: 
- Superintendent for Finance + Operations

Date: 7/14/25

ATTEST:

By: _____



File #: JPS-O-0012-25

Agenda Date: 8/19/2025

Agenda #: 16.M.

ENABLING ORDINANCE
FOUR LAKES CONDOMINIUM ASSOCIATIONS (1, 2, 3, A, B, C, D)
ABBY APARTMENTS and TOWER APARTMENTS ASSOCIATION
FOR TRAFFIC CONTROL IN RESIDENTIAL SUBDIVISION

WHEREAS, the County of DuPage (County) and the DuPage County Sheriff (Sheriff) have, pursuant to 625 ILCS 5/11-209, entered into an Agreement with the Four Lakes Condominium Associations (1, 2, 3, A, B, C, D) Abby Apartments and Tower Apartment Association (Association) for the regulation of traffic on the roadways of the Four Lakes Condominium Association (1, 2, 3, A, B, C, D) Abby Apartments and Tower Apartment Association; and

WHEREAS, the Association has requested that the County enforce the Illinois traffic laws on the subdivision roadways as part of the agreement; and

WHEREAS, the Sheriff has agreed to enforce such traffic laws as requested.

NOW, THEREFORE, BE IT ORDAINED that the County shall grant the authority to the Sheriff to enforce Illinois traffic laws on the subdivision roadways, and that all subdivision roadways shall be considered "highways" for such enforcement purposes pursuant to 625 ILCS 5/11-209.1; and

BE IT FURTHER ORDAINED that the County Clerk shall publish notice hereof and that copies be sent to the President of the Four Lakes Condominium Association (1, 2, 3, A, B, C, D) Abby Apartments and Tower Apartment Association, the Auditor, the Treasurer, the Finance Department, the Sheriff's Office, the State's Attorney's Office, and the County Board Office.

Enacted and approved this 26th of August, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

**AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND FOUR LAKES
CONDOMINIUM ASSOCIATIONS (1,2,3,A,B,C,D) ABBEY APARTMENTS AND
TOWER APARTMENTS FOR TRAFFIC CONTROL IN
RESIDENTIAL SUBDIVISION**

This agreement (hereinafter "AGREEMENT") is made and entered into this 26th day of _____ August, 2025, by and between the COUNTY OF DUPAGE (hereinafter "COUNTY") on behalf of the Sheriff of DuPage County (hereinafter "SHERIFF") and the FOUR LAKES CONDOMINIUM ASSOCIATIONS (1,2,3,A,B,C,D) ABBEY APARTMENTS and TOWER APARTMENTS ASSOCIATION (hereinafter "ASSOCIATION").

WHEREAS, the ASSOCIATION desires that the vehicles and traffic on the roadways and within the boundaries of the ASSOCIATION be regulated by the SHERIFF, and;

WHEREAS, the COUNTY and the ASSOCIATION have the authority to enter into an agreement pursuant to the Illinois Vehicle Code (625 ILCS 5/11-209) (hereinafter "the ACT");

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The maximum speed limit for any vehicle on the roadways and within the boundaries of the ASSOCIATION shall not exceed the posted speed limit.
2. Traffic regulatory signs and all obligatory signs and other markings shall be posted as necessary to control traffic on the roadways and within the boundaries of the ASSOCIATION. The ASSOCIATION shall be responsible for the payment for the provision of all necessary signs and other markings as determined by the SHERIFF, or his designee, after consultation with the ASSOCIATION. The SHERIFF, or his designee, after consultation with the ASSOCIATION shall thereafter determine the proper placement of all signs and other markings.
3. The stopping, standing or parking of any motor vehicle on the roadways and within the boundaries of the ASSOCIATION shall be prohibited where posted.
4. The costs of maintaining all signs and other markings on the roadways and within the boundaries of the ASSOCIATION shall be borne by the ASSOCIATION. The ASSOCIATION may maintain all signs and other markings on the roadways and within the boundaries of the ASSOCIATION with the SHERIFF'S approval and under the SHERIFF'S supervision.
5. The SHERIFF shall enforce regulations regarding traffic on the roadways and within the boundaries of the ASSOCIATION as set forth in any provision of the Code of Ordinance of the COUNTY and/or the Illinois Vehicle Code as contained in 625 ILCS 5/*et seq.*; such enforcement shall be in the normal course of patrol and enforcement by SHERIFF'S personnel and this AGREEMENT in no way obligates the SHERIFF to devote extra personnel to patrol the roadways and within the boundaries of the ASSOCIATION or to devote any personnel to patrol the roadways and within the boundaries of the ASSOCIATION exclusively.

6. This AGREEMENT shall be recorded in the Office of the Recorder of Deeds, DuPage County, Illinois. No regulation or enforcement permitted by this AGREEMENT shall occur until three (3) days after the date of the AGREEMENT'S recording, pursuant to 625 ILCS 5/11-209(c).

7. This AGREEMENT shall terminate four (4) years from the date of execution unless otherwise terminated as set forth below.

8. This AGREEMENT may be terminated upon written notice of intent to terminate by a party to all other parties to this AGREEMENT. No termination request may be filed within twelve (12) months of the date of execution of this AGREEMENT. Upon receipt of a written request for termination of this AGREEMENT, the COUNTY shall repeal the original enabling ordinance. Such repeal shall not take effect until the first day of January following such action by the COUNTY. Following written notification, the SHERIFF shall execute a notice of termination of this AGREEMENT which shall be recorded in the Office of the Recorder of Deeds, DuPage County, Illinois.

9. GENERAL TERMS.

- a. Preambles and Exhibits. The preambles and any exhibits to this AGREEMENT are hereby incorporated as if set forth fully herein.
- b. Relationship of the Parties. Nothing in this AGREEMENT shall be construed to consider any party or its respective employees or agents as the agents or employees of the other party. Nothing contained in or done pursuant to this AGREEMENT shall be construed as creating a partnership, agency, joint employer or joint venture relationship between the COUNTY, the SHERIFF and the ASSOCIATION. No party shall become bound, with respect to third parties, by any representation, act or omission of the other party. This AGREEMENT is for the benefit of the contracting parties only and is not intended to raise or acknowledge any duty regarding conduct or other form of liability as to third parties.
- c. Entire Agreement. This AGREEMENT sets forth all the covenants, conditions and promises between the parties, represents the entire agreement between the parties, and supersedes all previous communications or understandings whether oral or written. This AGREEMENT may not be amended except by means of a written document signed by authorized representatives of both of the parties.
- d. Provisions Severable. In the event any provision of this AGREEMENT or the application of any such provision to any state of facts shall be declared to be illegal, unenforceable or contrary to the public policy, then such provision or application, as the case may be, shall be null and void, but this AGREEMENT, with such provision severed, shall continue in full force and effect as to all other provisions.
- e. No Assignment and Successors. No party may assign any rights or duties under this AGREEMENT without the prior express written consent of the other party.

This AGREEMENT shall be binding upon the successors of the parties' respective governing boards.

- f. Compliance with All Laws. The COUNTY, the SHERIFF and the ASSOCIATION shall at all times observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local governmental agencies which may in any manner affect the performance of this AGREEMENT.
- g. Governing Law. This AGREEMENT shall be governed by the laws of the State of Illinois.
- h. Counterparts. This AGREEMENT may be executed in counterparts, each of which shall constitute an original, but together shall constitute one and the same AGREEMENT.
- i. Effective Date. This AGREEMENT shall be deemed dated and become effective on the date the last of the parties signs as set forth below the signature of their duly authorized representatives.

IN WITNESS WHEREOF, the COUNTY, the SHERIFF and the ASSOCIATION have caused this AGREEMENT to be executed on their behalf and attested to by their duly authorized officers, all on the day and year herein set forth.

DATED this 26th day of August, 2025

COUNTY OF DUPAGE

FOUR LAKES CONDOMINIUM
ASSOCIATIONS (1,2,3,A,B,C,D) ABBEY
APARTMENTS and TOWER CONDOMINIUM
ASSOCIATION

By: 

By: 

President

Date: 8/11/25

Date: 8-4-2025

By: _____
DuPage County Board Chair

Date: _____

ATTEST:

ATTEST:

By: _____
County Clerk

By: 



Judicial/Public Safety Change Order with Resolution

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

File #: JPS-CO-0006-25

Agenda Date: 8/19/2025

Agenda #: 16.A.

AMENDMENT TO COUNTY CONTRACT 7363-0001 SERV
ISSUED TO STREICHER'S, INC.
TO PROVIDE BODY ARMOR
FOR THE SHERIFF'S OFFICE
(INCREASE ENCUMBRANCE \$75,000)

WHEREAS, County Contract 7363-0001 SERV was approved by the County Board on November 12, 2024; and

WHEREAS, the Judicial and Public Safety Committee recommends changes as stated in the Change Order Notice to County Contract 7363-0001 SERV, issued to Streicher's, Inc., to provide body armor for new hires and replace expired armor, for the Sheriff's Office, and increase the contract by \$75,000, resulting in an amended contract total of \$240,000.

NOW, THEREFORE BE IT RESOLVED, that the County Board adopt the Change Order Notice to County Contract 7363-0001 SERV, issued to Streicher's, Inc., to provide body armor for new hires and replace expired armor, for the Sheriff's Office, and increase the contract by \$75,000, resulting in an amended contract total of \$240,000.

Enacted and approved this 26th day of August, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

JPS 8/19
FI + CB 8/26



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Aug 6, 2025

MinuteTraq (IQM2) ID #: 25-1924

Purchase Order #: 7363-0001-SERV	Original Purchase Order Date:	Change Order #:	Department: Sheriff's Office
Vendor Name: Streicher's Inc		Vendor #: 40928	Dept Contact: Colleen Zbilski
Background and/or Reason for Change Order Request:	Increase contract line 1 by \$75,000.00, due to numerous new hires and expiring body armor.		
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.

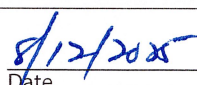
INCREASE/DECREASE		
A	Starting contract value	\$165,000.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$165,000.00
D	Amount of this Change Order ☒ Increase ☐ Decrease	\$75,000.00
E	New contract amount (C + D)	\$240,000.00
F	Percent of current contract value this Change Order represents (D / C)	45.45%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	45.45%

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 $\geq$ \$2,500.00, or $\geq$ 10%, of current contract amount ☐ Funding Source _____
- ☐ OTHER - explain below:

CZ	2122	Aug 6, 2025	CZ	2122	Aug 6, 2025
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer		Date	Procurement Officer 		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: Aug 7, 2025

File ID #: _____

Purchase Order #: _____

Requesting Department: Sheriff's Office	Department Contact: Colleen Zbilski
Contact Email: colleen.zbilski@dupagesheriff.org	Contact Phone: 630-407-2122
Vendor Name: Streicher's	Vendor #:

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

Increase funding in Streicher's PO by \$75,000 body armor for new hires and expired armor

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

Body armor is necessary for Deputies safety

Original Source Selection/Vetting Information - Describe method used to select source.

Cooperative Agreement-NASPO 164720

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

Do nothing and risk security needs for officers.
Go out for a bid and delay the process

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.

FY25-no additional fiscal impacts



DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	7363-0001 SERV
COMPANY NAME:	STREICHER'S INC
CONTACT PERSON:	EDWARD MARBEN
CONTACT EMAIL:	EDM@STREICHERS.COM

Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. The contractor, union, or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

Has the Bidder made contributions as described above?

☐ Yes

☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

All contractors and vendors who have obtained or are seeking contracts with the County shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☐ Yes

☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner;
- 30 days prior to the optional renewal of any contract;
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text of the County's Ethics Ordinance is available at:

http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

The full text of the County's Procurement Ordinance is available at:

https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: EDWARD J. MARDEN

Signature: 

Title: VP CENTRAL DIVISION

Date: 08/06/2025



Informational

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

File #: 25-1870

Agenda Date: 8/19/2025

Agenda #: 9.A.

Safe Harbor

July 2025
Monthly Report

Executive Director's Comments:

July was a little slower than June. There were a lot of new faces this month. We had a small donation of stuffed animals and books. A new volunteer will start on August 12th, Jaime Meza. Jaime is a retired 1st grade teacher; she used to volunteer at Safe Harbor during her summer breaks. Her timing is perfect as our current volunteer, Cierra Claudio, is going back to school. Laurie spoke highly of her and her ability to work with special needs children that come in.

I met Cecilia Najera who is with Arbitration. We took a very detailed tour of the courthouse. I saw the locations for Arbitration, the Help Desk, and the Behavioral Health Navigator. It was helpful as some parents don't know exactly where they are going for Arbitration or the Help Desk, now I can help direct them. She also sent me a phone list of all important locations in the Court building. I now will have the ability to call directly to other locations if parents are out of their cases but not answering pages if they've gone to Probation, State's Attorney, etc. It was extremely helpful meeting with her.

I also met briefly with Amy Kohlman who is the Behavior Health Court Navigator. We went over what she or the Health Department can offer clients and dropped off pamphlets for us to display.

This month there will be a new slot in "Other Locations". I will be adding the Help Desk room 2017 into the report.

Have a great month,

Sara Addante

Ages of Children Using Safe Harbor July 2025

Ages	Monthly Total	Year-To-Date
15		1
14		3
13		
12	1	5
11	5	14
10	9	28
9	6	22
8	9	36
7	5	31
6	13	49
5	10	54
4	17	93
3	12	94
2	16	95
1	9	78
Under 1 yr	5	34
Total	117	637

Case Category & Courtrooms

July 2025

	Traffic	Year-To-Date
1001	5	47
1002	3	37
1003	1	28
Total	9	112

	Chancery	
1004	7	13
2004		1
2005	6	12
2007		
2009	4	5
2011		
Total	17	31

	Law	
2006	4	8
2008		
2014		
2016		
2018		
2020		
3011		1
Total	4	9

Case Category & Courtrooms (Continued)

Domestic Relations

2000		1
2001	14	92
2002		19
2003	12	38
3000	1	7
3002		
3003	1	13
3004		1
3005	5	11
3006	1	13
3007	2	8
3009	1	5
3012	3	17
Total	40	225

Misdemeanor

3001A	2	13
3010	6	41
4001		7
4003		13
4005	6	19
4007	4	21
4015	2	10
4016	5	25
4017	3	9
Total	28	164

Case Category & Courtrooms (Continued)

Felony

4000		18
4002	1	7
4004	2	6
4006	1	6
4010	5	13
4012		1
4014	1	10
Total	10	61

Other Court Locations

Clerk	6	17
Help Desk rm 2017	3	3
State's Attorney		3
Probation		5
Family Shelter- (Order of Protection not given)		9
Total	9	37

Total Cases: 117

Total Cases YTD: 639*

*Parents had more than one case on same day

Attorneys Referring Safe Harbor

Frank Scarpino

Carolyn Weldy

Robert Stroh

Richard Ferbert

Additional Ways Parents Heard About Safe Harbor

Attorney		9
Court Website	14	48
Deputy	8	97
Other	27	97
Total	49	300

Additional Information for July 2025

Total number of children for July 2025

	Total	Year to Date
A.M.	102	520
P.M.	15	117
Total (A.M & P.M)	117	637

Average Length of Stay 1.18

Y.T.D. 1.27

Volunteer Information

	Hours Spent at Safe Harbor	Year to Date
Cheryl Tiede	8	84
Carol Jacobs	20	92
Cierra Claudio	20	32
Samantha Korinko	12	32
Susan Battaglia	16	100
Laurie Bullock	20	100
Rita Grasser	16	72
Kelly Steciak	4	56
Brenda Carroll	16	116
Luci Kemp	0	48
Jay Tiede	0	16
Total	132	628

Safe Harbor Operating Hours July 2025

Date	Last Entrance	Closing Time	No. of Hrs. Open
July 1	1:05	3:00	7
July 2		3:00*	7
July 3		3:00*	7
July 4	Closed	Holiday	0
July 7		3:00*	7
July 8		3:00*	7
July 9		3:00*	7
July 10	1:30	4:00	8
July 11		3:00*	7
July 14	1:00	3:00	7
July 15		3:00*	7
July 16		3:00*	7
July 17		3:00*	7
July 18		3:00*	7
July 21		3:00*	7
July 22		3:00*	7
July 23		3:00*	7
July 24		3:00*	7
July 25	1:00	3:00	7
July 28		3:00*	7
July 29		3:00*	7
July 30	1:00	3:00	7
July 31	1:10	3:00	7

Total Operating Hours for July 2025 = 155

*No children in the waiting room on those afternoons.

