# **DU PAGE COUNTY**

### **DUPAGE COUNTY BOARD**

### REGULAR MEETING AGENDA

July 9, 2024 Regular Meeting Agenda 10:00 AM

# **COUNTY BOARD ROOM**

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



# Chair Deborah A. Conroy

District 1
Michael Childress
Cynthia Cronin Cahill
Sam Tornatore

District 2
Elizabeth Chaplin
Paula Deacon Garcia
Yeena Yoo

District 3 Lucy Evans Kari Galassi Brian Krajewski District 4 Grant Eckhoff Lynn LaPlante Mary Ozog

District 5 Sadia Covert Dawn DeSart Patty Gustin

District 6 Sheila Rutledge Greg Schwarze James Zay

### 1. CALL TO ORDER

### 2. PLEDGE OF ALLEGIANCE

### 3. INVOCATION

3.A. Pastor Paul Arthurs – Wheaton Christian Center

### 4. ROLL CALL

# 5. PUBLIC COMMENT Limited to 3 minutes per person

### 6. CHAIR'S REPORT

### 7. CONSENT ITEMS

7.A. **24-1966** 

DuPage County Board - Regular Meeting Minutes - Tuesday, June 25, 2024

7.B. <u>24-1874</u>

06-21-2024 Paylist

7.C. **24-1892** 

06-25-2024 Paylist

7.D. **24-1934** 

06-27-2024 Auto Debit Paylist

7.E. **24-1941** 

06-28-2024 Paylist

7.F. **24-1965** 

07-02-2024 Paylist

7.G. <u>24-1877</u>

06-26-2024 7000, 7100, 8700 Wire Transfers

7.H. **24-1961** 

Change orders to various contracts as specified in the attached packet.

7.I. **24-1940** 

Clerk's Monthly Report of the Receipts and Disbursements - Dec. 2023 - May 2024.

### 8. COUNTY BOARD - CHILDRESS

8.A. <u>CB-R-0033-24</u>

Appointment of Jim Jarog to the Zoning Board of Appeals.

8.B. <u>CB-R-0034-24</u>

Appointment of Michael Maher to the Wheaton Mosquito Abatement District.

### 8.C. **CB-R-0035-24**

Appointment of John Retondo to the Regional Transportation Authority.

### 8.D. **CB-R-0036-24**

Appointment of John Fennell to the Yorkfield Fire Protection District.

### 8.E. **24-1948**

County Board Chair to attend the National Association of Counties Annual Conference. Expenses to include transportation, lodging, miscellaneous expenses (parking, mileage, etc.), and per diems, for an approximate total of \$2,413.00.

### 9. FINANCE - CHAPLIN

Committee Update

# 9.A. **FI-R-0112-24**

Acceptance and appropriation of the Illinois Home Weatherization Assistance Program (IHWAP) State Grant PY25 Inter-Governmental Agreement no. 25-251028, Company 5000 - Accounting Unit 1490, in the amount of \$426,227. (Community Services)

### 9.B. **FI-R-0113-24**

Acceptance and appropriation of the ILDCFS Children's Advocacy Center Grant PY25 - Intergovernmental Agreement No. 3871779025, Company 5000 - Accounting Unit 6580, \$346,127. (State's Attorney's Office)

### 9.C. **FI-R-0114-24**

Acceptance and appropriation of the Victims of Crime Act - Child Advocacy Center Services Program Grant PY25 - Agreement No. 222003, Company 5000 - Accounting Unit 6600, \$67,740. (State's Attorney's Office)

### 9.D. **FI-R-0115-24**

Acceptance and appropriation of the Illinois Family Violence Coordinating Council Grant PY25 - Intergovernmental Agreement No. 322518, Company 5000 - Accounting Unit 6000, \$49,000. (18th Judicial Circuit Court)

# 9.E. <u>FI-R-0116-24</u>

Acceptance and appropriation of the Illinois Department of Human Services Supportive Housing Program Grant PY25 Inter-Governmental Agreement no. FCSDH00352, Company 5000 - Accounting Unit 1760, \$154,180. (Community Services)

### 9.F. **FI-R-0117-24**

Acceptance and appropriation of the Tobacco Enforcement Program Grant PY25 - Intergovernmental Agreement No. 43CDZ03636, Company 5000 - Accounting Unit 4495, \$7,172. (Sheriff's Office)

### 9.G. **FI-R-0118-24**

Acceptance and appropriation of the Donated Funds Initiative Program Grant PY25 - Intergovernmental Agreement No. FCSDJ00210, Company 5000 - Accounting Unit 6560, \$103,119. (State's Attorney's Office)

# 9.H. **FI-R-0119-24**

Acceptance and appropriation of additional funding for the Illinois Home Weatherization Assistance Program DOE-BIL Grant FY23 Inter-Governmental Agreement no. 23-461028, Company 5000 - Accounting Unit 1400, from \$1,074,096 to \$1,982,773; an increase of \$908,677. (Community Services)

### 9.I. **FI-R-0120-24**

Amendment to Resolution FI-R-0028-24 for the addition of certain specifications/scope(s) of work for trenchless rehabilitation and maintenance of pipeline infrastructure.

# 9.J. **FI-R-0121-24**

Approval of Employee Compensation and Job Classification Adjustments. (Human Resources)

# 9.K. FI-R-0122-24

Budget Transfers 07-09-2024 - Various Companies and Accounting Units

# 9.L. **FI-R-0125-24**

Approval of the 2025 Holiday Schedule. (Human Resources)

### 10. ANIMAL SERVICES - KRAJEWSKI

Committee Update

### 11. **DEVELOPMENT - TORNATORE**

Committee Update

### 12. ECONOMIC DEVELOPMENT - LAPLANTE

Committee Update

### 13. ENVIRONMENTAL - RUTLEDGE

Committee Update

# 14. HUMAN SERVICES - SCHWARZE

Committee Update

### 14.A. <u>HS-P-0025-24</u>

Recommendation for the approval of a contract purchase order issued to Keurig Dr. Pepper/The American Bottling Company, for beverages and fountain drinks, for the DuPage Care Center and Cafes on County Campus, for the period July 30, 2024 through July 29, 2025, for a contract amount not to exceed \$30,600; under bid renewal #22-056-DCC, second of three one-year optional renewals.

### 14.B. **HS-P-0026-24**

Recommendation for the approval of a contract purchase order to Alpha Baking Company, to furnish and deliver assorted sliced breads, rolls & sandwich buns for the DuPage Care Center and Cafes on County Campus, for the period August 5, 2024 through August 4, 2025, for a contract total not to exceed \$43,200; under bid renewal #22-055-DCC, second of three one-year optional renewals.

# 14.C. **HS-P-0027-24**

Recommendation for the approval of a contract purchase order issued to Medline Industries, Inc., to furnish and deliver various linens, for the DuPage Care Center, for the period August 10, 2024 through August 9, 2025, for a contract total not to exceed \$72,000. Contract pursuant to the Intergovernmental Cooperation Act OMNIA Partners Cooperative Contract #2021003157.

### 14.D. **24-1928**

HS-P-0079A-23 - Amendment to Resolution HS-P-0079-23 issued to Healthy Air Heating & Air, Inc., to provide architectural weatherization labor and materials for the Weatherization Program, for the period October 30, 2023 through November 30, 2024, to increase encumbrance in the amount of \$40,000, for a new contract total amount of \$305,567, a 15.06% increase. (6791-0001 SERV) (Community Services)

### 15. JUDICIAL AND PUBLIC SAFETY - EVANS

Committee Update

### 15.A. **JPS-P-0019-24**

Recommendation for the approval of a contract purchase order issued to CloudGavel, LLC, for the implementation and annual service of the Warrant Management System, for the Sheriff's Office, for the period of July 10, 2024 through July 9, 2029, for a contract total amount not to exceed \$652,500; per bid 24-075-SHF. (Sheriff's Office)

### 15.B. **JPS-P-0020-24**

Recommendation for the approval of a contract to Lauren McLaughlin, as a Recovery Coach Coordinator to work with Serenity House and PATH to Recovery, Coaches, Probation, and other Stakeholders to provide services to the participants in the program, for the period July 9, 2024 through July 8, 2025, for a contract total amount not to exceed \$37,500. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-353(1)(b). (Probation and Court Services) (Grant Funded)

### 16. LEGISLATIVE - DESART

Committee Update

### 17. PUBLIC WORKS - GARCIA

Committee Update

### 17.A. PW-P-0015-24

Recommendation for the approval of a contract to Joseph J. Henderson and Son, Inc., for the rehabilitation of the Woodridge Greene Valley Wastewater Treatment Plant headworks and grit removal process, for the period of June 11, 2024 to November 30, 2026, for a total contract amount not to exceed \$18,869,424.90; per lowest responsible bid # 22-191-PW.

### 17.B. **FM-P-0030-24**

Recommendation for the approval of a contract to Fox Valley Fire & Safety Company, for preventative maintenance, testing and repair of the Non-Edwards System Technology Fire Alarm and Life Safety Systems for County facilities, for the period of August 28, 2024 through August 27, 2025, for a total contract amount not to exceed \$117,500 (\$95,000 for Facilities Management, \$1,500 for Animal Services, \$10,000 for Division of Transportation, \$11,000 for Public Works), per renewal option under bid award #22-080-FM. Second of three options to renew.

### 17.C. **PW-O-0003-24**

An ordinance regulating parking facilities for Electric Vehicles on the DuPage County campus.

### 18. STORMWATER - ZAY

Committee Update

### 18.A. **SM-R-0002-24**

Recommendation for the approval of an Intergovernmental Agreement between the County of DuPage and York Township Road District for the Luther-High Ridge Flood Mitigation Project. (ARPA item)

# 18.B. <u>SM-P-0016-24</u>

Recommendation for the approval of a contract with BME Electric Inc., for the purchase of a diesel emergency engine generator for the Armstrong Park Flood Control Facility, for the Stormwater Management Department, for the period of July 9, 2024 through November 30, 2025, for a contact total amount not to exceed \$153,224; per lowest responsible bid # 24-069-SWM.

### 18.C. **SM-P-0017-24**

Recommendation to enter into an Agreement between the County of DuPage, Illinois and Gasperec Elberts Consulting, LLC, for On-Call Professional Land Surveying Services for hydraulic modeling and floodplain mapping assistance, for Stormwater Management, for the period of July 9, 2024 through November 30, 2025, for a contract total not to exceed \$60,000. Professional Services in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/ et seq. vetted through a qualification based selection process (Architects, Engineers and Land Surveyors).

# 18.D. **SM-P-0018-24**

Recommendation for the approval of a contract with Martam Construction, Inc., for the Luther High Ridge Flood Relief Project, for the Stormwater Management Department, for the period July 9, 2024 through November 30, 2028, for a contract total amount not to exceed \$1,580,699.20; per lowest responsible bid # 24-072-SWM. (PARTIAL ARPA ITEM)

### 18.E. **SM-P-0019-24**

Recommendation for the approval of an Easement Agreement between the Forest Preserve District of DuPage County and the County of DuPage, for a storm sewer within York/High Ridge Forest Preserve, for a total not to exceed \$41,677.38.

### 18.F. **SM-O-0001-24**

Ordinance declaring the assignment of easements from the Forest Preserve of DuPage County to the County of DuPage necessary and convenient to the County of DuPage for the Luther-High Ridge Drainage Improvement Project in the High Ridge Forest Preserve.

### 19. TECHNOLOGY - YOO

Committee Update

# 19.A. **24-1935**

Authorization for a GIS staff member attend the Esri User Conference in San Diego, CA from July 14, 2024 through July 19, 2024. Travel to include hotel, mileage, per diem, etc. \$3,661.

### 19.B. **24-1936**

Authorization for a GIS staff member attend the Esri User Conference in San Diego, CA from July 14, 2024 through July 19, 2024. Travel to include hotel, mileage, per diem, etc. \$3,661.

### 20. TRANSPORTATION - OZOG

Committee Update

### 21. DISCUSSION

### 22. OLD BUSINESS

### 22.A. Auditor Update

# 23. NEW BUSINESS

# 24. EXECUTIVE SESSION

- 24.A. Pursuant to Open Meetings Act 5 ILCS 120/2 (c) (2) Collective Negotiating Matters
- 24.B. Pursuant to Open Meetings Act 5 ILCS 120/2 (c) (11) Litigation
- 24.C. Pursuant to Open Meetings Act 5 ILCS 120/2 (c) (1) The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body.

# 25. MEETING ADJOURNED

25.A. This meeting is adjourned to Tuesday, August 13, 2024, at 10:00 a.m.







# **DU PAGE COUNTY**

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

# **DuPage County Board Summary**

**Tuesday, June 25, 2024** 

10:00 AM

**COUNTY BOARD ROOM** 

#### 1. CALL TO ORDER

10:00 AM meeting was called to order by Chair Deborah A. Conroy at 10:09 AM.

#### 2. PLEDGE OF ALLEGIANCE

Member Galassi led the pledge of allegiance.

#### 3. INVOCATION

3.A. Fr. Toni Josevski of Macedonion Orthodox Church - Wheaton

#### 4. **ROLL CALL**

PRESENT: Conroy, Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Galassi, Garcia, Gustin, Krajewski, LaPlante, Ozog, Rutledge,

Schwarze, Tornatore, Yoo, and Zay

**ABSENT: Evans** 

#### 5. **PROCLAMATIONS**

Proclamation Honoring Chief Policy & Program Officer Sheryl Markay

#### 6. **PUBLIC COMMENT Limited to 3 minutes per person**

The following individuals made public comment:

Carolyn Raber: Glen Ellyn Wheaton Choral, feasibility study

Wendy Michalski: Hinsdale Food Pantry

Rabbi Michael Ben Yosef: Willowbrook Corners shooting anniversary

#### **CHAIR'S REPORT / PRESENTATIONS** 7.

### **Chair Conroy made the following remarks:**

I was honored to join dignitaries gathered at the DuPage County Fairgrounds for the 38th Annual Scottish Festival and Highland Games on June 15th. Fairgrounds CEO Jim McGuire was estimating an attendance between 12 and 15,000 people... and having been there, I would say attendance came in on the high side. I'd like to thank Jim, Gus Noble, President of Chicago Scots, and all of the organizers and participants in the games. It was a truly wonderful festival and big "net positive" for our economic development... with guests filling our hotels, visiting our restaurants and other attractions.

I hope many of you can join us next year...it was a lot of fun!

7.A. Community Rating System Presentation

### 8. CONSENT ITEMS

8.A. <u>24-1871</u>

DuPage County Board - Regular Meeting Minutes - Tuesday, June 11, 2024

8.B. **24-1764** 

06-07-2024 Paylist

8.C. **24-1767** 

06-07-2024 Auto Debit Paylist

8.D. <u>24-1779</u>

06-11-2024 Paylist

8.E. **24-1833** 

06-14-2024 Paylist

8.F. **24-1837** 

06-17-2024 Auto Debit Paylist

8.G. <u>24-1843</u>

06-18-2024 Paylist

8.H. **24-1730** 

06-05-2024 Corvel Wire Transfer

8.I. <u>24-1775</u>

County Recorder's Office Monthly Revenue Report - May 2024.

8.J. **24-1790** 

Clerk's Office Monthly Receipts and Disbursement Report - May 2024

8.K. **24-1830** 

Treasurer's Monthly Report of Investments and Deposits - May 2024

8.L. **24-1853** 

Change orders to various contracts as specified in the attached packet.

**RESULT:** APPROVED THE CONSENT AGENDA

MOVER: Paula Garcia SECONDER: Yeena Yoo

**AYES:** Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Galassi,

Garcia, Gustin, Krajewski, LaPlante, Ozog, Rutledge, Schwarze,

Tornatore, Yoo, and Zay

**ABSENT:** Evans

### 9. COUNTY BOARD - CHILDRESS

# 9.A. **CB-R-0031-24**

Appointment of Daniel Mejdrech to the Lisle-Woodridge Fire Protection District.

WHEREAS, Deborah A. Conroy has submitted to the County Board her appointment of Daniel Mejdrech to be a Trustee of the Lisle-Woodridge Fire Protection District; and

WHEREAS, such appointment requires the advice and consent of the County Board under 70 ILCS 705/4, as amended.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the County Board does hereby advise and consent to the appointment of Daniel Mejdrech to be a Trustee of the Lisle-Woodridge Fire Protection District for a term commencing July 1st, 2024 and expiring April 30th, 2027; and

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

BE IT FURTHER RESOLVED that the County Clerk transmit certified copies of this resolution to: Daniel Mejdrech; Fire Chief Keith Krestan, 1005 School St., Lisle, IL 60532.

**RESULT:** APPROVED

**MOVER:** Michael Childress

**SECONDER:** Greg Schwarze

**AYES:** Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Garcia,

Gustin, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore,

Yoo, and Zay

**ABSENT:** Evans, and Galassi

# 9.B. **CB-R-0032-24**

Appointment of Michael Cabrera to the West Chicago Fire Protection District.

WHEREAS, Deborah A. Conroy has submitted to the County Board her appointment of Michael Cabrera to be a Trustee of the West Chicago Fire Protection District; and

WHEREAS, such appointment requires the advice and consent of the County Board under 70 ILCS 705/4, as amended.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the County Board does hereby advise and consent to the appointment of Michael Cabrera to be a Trustee of the West Chicago Fire Protection District to commence on July 1st, 2024 and expiring April 30th, 2027; and

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

BE IT FURTHER RESOLVED that the County Clerk transmit certified copies of this resolution to: Michael Cabrera; and Fire Chief Patrick Tanner, 200 Fremont Street, West Chicago, IL 60185.

**RESULT:** APPROVED

MOVER: Michael Childress SECONDER: Sheila Rutledge

**AYES:** Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Garcia,

Gustin, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore,

Yoo, and Zay

**ABSENT:** Evans, and Galassi

### 10. FINANCE - CHAPLIN

Committee Update

10.A. **FI-R-0095-24** 

Placing Names on Payroll (Human Resources)

WHEREAS, the DuPage County Board heretofore adopted a position classification and Pay Plan for all County employees.

NOW, THEREFORE BE IT RESOLVED that the names as specified below be placed on the regular or temporary payroll at the salaries, classifications, and with the effective date as more particularly set forth below:

# **NON-CORPORATE FUND**

### REPLACEMENTS

DIVISION OF TRANSPORTATION 1500-3500

Effective August 1, 2024

Stephen Travia, Director of Transportation Class 2169, Range 319 at \$206,000 per year

BE IT FURTHER RESOLVED that the County Clerk be directed to transmit copic resolution to the Auditor, Treasurer, Finance Department, Human Resources Department, copy to the County Board.

**RESULT:** APPROVED

MOVER: Liz Chaplin
SECONDER: Paula Garcia

**AYES:** Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Garcia,

Gustin, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore,

Yoo, and Zay

**ABSENT:** Evans, and Galassi

### 10.B. **FI-R-0098-24**

Approval of Employee Compensation and Job Reclassification Adjustments (Public Works)

WHEREAS, appropriations for the 2000 (Public Works) FUND for Fiscal Year 2024 were adopted by the County Board pursuant to Ordinance FI-O-0009-23; and

WHEREAS, the DuPage County Employee Policy Manual, Compensation Practices Policy, states salary adjustments, outside of those specifically authorized by the County Board or recognized collective bargaining agreements, must be reviewed by the Finance Department. These requests should be included within the Department's annual fiscal budget; and

WHEREAS, the DuPage County Employee Policy Manual, Job Evaluation/Headcount Title Changes Policy, states job evaluations and headcount title change requests should be included within the annual fiscal budget process. Requests made outside of the annual fiscal budget process must obtain approval from the Chief Financial Officer (or designee), Chief Human Resources Officer and County Board Chair designee and complete all documents as part of the request.

NOW, THEREFORE BE IT RESOLVED that the positions as specified below be placed on the regular, part-time or temporary payroll salaries, classifications, and with the effective date as more particularly set forth below:

### PUBLIC WORKS FUND

### **JOB RECLASSIFICATIONS**

**Public Works** 

Effective June 25, 2024

VACANT POSITION

Chief Public Works Engineer, from Project Engineer

Class 3252, Range 317 per year (Min-Mid-Max) \$115,833.80-\$154,445.41-\$193,058.05, from

Class 5134, Range 314 per year (Min-Mid-Max) \$75,161.16 - \$100,216.94-\$125,270.66

RESULT: APPROVED

MOVER: Liz Chaplin

SECONDER: Patty Gustin

**AYES:** Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Garcia,

Gustin, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore,

Yoo, and Zay

**ABSENT:** Evans, and Galassi

### 10.C. **FI-R-0099-24**

Acceptance and appropriation of interest earned on investment for the DuPage Animal Friends Phase II Capital Project Grant, Company 5000, Accounting Unit 1310, \$142,082. (Animal Services)

WHEREAS, the County of DuPage heretofore accepted and appropriated the DuPage Animal Friends Phase II Capital Project Grant, pursuant to Resolution FI-R-0899-18 for the period September 12, 2018 until funding is exhausted; and

WHEREAS, the County of DuPage has invested cash balances in accordance with the DuPage Animal Friends grant requirements and estimates earnings in the amount of \$142,082 (ONE HUNDRED FORTY-TWO THOUSAND EIGHTY-TWO NO/100 DOLLARS) during the term of the award, to be used for the support of the DuPage County Animal Friends Phase II Capital Project Grant; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the interest to be earned in the amount of \$142,082.00 (ONE HUNDRED FORTY-TWO THOUSAND EIGHTY-TWO NO/100 DOLLARS) be and is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (ATTACHMENT I) in the amount of \$142,082.00 (ONE HUNDRED FORTY-TWO THOUSAND EIGHTY-TWO NO/100 DOLLARS) be made and added to the DuPage Animal Friends Phase II Capital Project Grant, Company 5000 - Accounting Unit 1310, for the period of September 12, 2018 until funding is exhausted; and

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

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

RESULT: APPROVED

MOVER: Liz Chaplin

SECONDER: Patty Gustin

AYES: Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Garcia,

Gustin, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore,

Yoo, and Zay

**ABSENT:** Evans, and Galassi

### 10.D. **FI-R-0101-24**

Acceptance and appropriation of the Illinois Home Weatherization Assistance Program

HHS Grant PY25 Inter-Governmental Agreement No. 24-221028, Company 5000, Accounting Unit 1430, \$967,886. (Community Services)

WHEREAS, the County of DuPage has been notified by the Illinois Department of Commerce and Economic Opportunity that grant funds in the amount of \$967,886 (NINE HUNDRED SIXTY-SEVEN THOUSAND, EIGHT HUNDRED EIGHTY-SIX AND NO/100 DOLLARS) are available to be used to assist in the weatherization of homes of low-income DuPage County residents; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Inter-Governmental Agreement No. 24-221028 with the Illinois Department of Commerce and Economic Opportunity, a copy of which is attached to and incorporated as a part of this resolution by reference (ATTACHMENT II); and

WHEREAS, the period of the grant agreement is from June 1, 2024 through September 30, 2025; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the Inter-Governmental Agreement No. 24-221028 (ATTACHMENT II) between DuPage County and Illinois Department of Commerce and Economic Opportunity is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (ATTACHMENT I) in the amount of \$967,886 (NINE HUNDRED SIXTY-SEVEN THOUSAND, EIGHT HUNDRED EIGHTY-SIX AND NO/100 DOLLARS) be made to establish the Illinois Home Weatherization Assistance Program HHS Grant PY25, Company 5000 - Accounting Unit 1430, for period June 1, 2024 through September 30, 2025; and

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

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

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

RESULT: APPROVED

MOVER: Liz Chaplin

**SECONDER:** Paula Garcia

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

# 10.E. **FI-R-0102-24**

Acceptance and appropriation of the Low-Income Home Energy Assistance Program (LIHEAP) State Grant PY25, Company 5000, Accounting Unit 1495, \$3,681,051. (Community Services)

WHEREAS, the County of DuPage has been notified by the Illinois Department of Commerce and Economic Opportunity that grant funds in the amount of \$3,681,051 (THREE MILLION, SIX HUNDRED EIGHTY-ONE THOUSAND, FIFTY-ONE AND NO/100 DOLLARS) are available to be used to assist low-income DuPage County residents by offsetting the rising cost of home energy through direct financial assistance, energy counseling, outreach, and education; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Inter-Governmental Agreement No. 25-254028 with the Illinois Department of Commerce and Economic Opportunity, a copy of which is attached to and incorporated as a part of this resolution by reference (ATTACHMENT II); and

WHEREAS, the period of the grant agreement is from June 1, 2024, through Augu 31, 2025; 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 -1003).

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that Inter-Governmental Agreement No. 25-254028 (ATTACHMENT II) between DuPage County and the Illinois Department of Commerce and Economic Opportunity is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (ATTACHMENT I) in the amount of \$3,681,051 (THREE MILLION, SIX HUNDRED EIGHTY-ONE THOUSAND, FIFTY-ONE AND NO/100 DOLLARS) be made to establish the Low-Income Home Energy Assistance Program State Grant PY25, Company 5000 - Accounting Unit 1495, for the period June 1, 2024, through August 31, 2025; and

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

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

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

RESULT: APPROVED

MOVER: Liz Chaplin

**SECONDER:** Yeena Yoo

AYES: Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Garcia,

Gustin, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore,

Yoo, and Zay

**ABSENT:** Conroy, Evans, and Galassi

### 10.F. **FI-R-0100-24**

Acceptance and appropriation of the Violent Crime Victims Assistance Program Special Project Grant PY25, Agreement No. 25-0620, Company 5000, Accounting Unit 6620, \$38,325. (State's Attorney's Office)

WHEREAS, the County of DuPage, through the DuPage County State's Attorney's Office, has been notified by the Office of the Attorney General of the State of Illinois that grant funds in the amount of \$38,325 (THIRTY-EIGHT THOUSAND, THREE HUNDRED TWENTY-FIVE AND NO/100 DOLLARS) are available for a special project relating to the victim and witness assistance center in DuPage County; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Agreement No. 25-0620 with the Office of the Attorney General of the State of Illinois, a copy of which is attached to and incorporated as a part of this resolution by reference (ATTACHMENT II); and

WHEREAS, the term of the grant agreement is from July 1, 2024 through June 30, 2025; 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 Agreement No. 25-0620 (ATTACHMENT II) between DuPage County and Office of the Attorney General of the State of Illinois 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 \$38,325 (THIRTY-EIGHT THOUSAND, THREE HUNDRED TWENTY-FIVE AND NO/100 DOLLARS) be made to establish the Violent Crime Victims Assistance Program Special Project Grant PY25, Company 5000 - Accounting Unit 6620, for the period July 1, 2024 through June 30, 2025; and

BE IT FURTHER RESOLVED by the DuPage County Board that the DuPage County State's Attorney is authorized to execute and sign Agreement No. 25-0620 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 associated headcount; and

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

RESULT: APPROVED
MOVER: Liz Chaplin
SECONDER: Yeena Yoo

**AYES:** Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Garcia,

Gustin, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore,

Yoo, and Zay

**ABSENT:** Evans, and Galassi

### 10.G. **FI-R-0103-24**

Acceptance of an extension of time and modification of funding allocation for the Illinois Department of Commerce and Economic Opportunity (ILDCEO) Low-Income Home Energy Assistance Program (LIHEAP) HHS Supplemental Grant PY23 Inter-Governmental Agreement No. 23-274028, Company 5000, Accounting Unit 1420. (Community Services)

WHEREAS, the County of DuPage heretofore accepted and appropriated the Low Income Home Energy Assistance Program State Grant PY23, Company 5000 - Accounting Unit 1420, pursuant to Resolution FI-R-0117-23 for the period March 1, 2023, through June 30, 2024; and

WHEREAS, the County of DuPage has been notified by the Illinois Department of Commerce and Economic Opportunity with modification #002 to Inter-Governmental Agreement No. 23-274028 of a net zero budget revision (ATTACHMENT II), by modifying line items totaling \$60,493 (SIXTY THOUSAND FOUR HUNDRED

### NINETY-THREE AND NO/100 DOLLARS); and

WHEREAS, no additional County funds are required to revise this budget by modifying the line items; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that modification #002 to Inter-Governmental Agreement No. 23-274028 (ATTACHMENT II) be and is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that by modifying line-item appropriations on the attached sheet (ATTACHMENT I) totaling \$60,493 (SIXTY THOUSAND FOUR HUNDRED NINETY-THREE AND NO/100 DOLLARS), a net-zero budget modification is to be made to the Low Income Home Energy Assistance Program State Grant PY23, Company 5000 - Accounting Unit 1420 and that the program continue as originally approved in all other respects; and

BE IT FURTHER RESOLVED by the DuPage County Board that the expiration of this grant be extended until August 31, 2024: and

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

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

RESULT: APPROVED

MOVER: Liz Chaplin

SECONDER: Paula Garcia

AYES: Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Garcia,

Gustin, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore,

Yoo, and Zay

**ABSENT:** Evans, and Galassi

### 10.H. **FI-R-0104-24**

Acceptance of an extension of time for the Illinois Department of Commerce and Economic Opportunity (ILDCEO) Low-Income Home Energy Assistance Program (LIHEAP) HHS Grant PY23 Inter-Governmental Agreement No. 23-224028, Company

5000, Accounting Unit 1420. (Community Services)

WHEREAS, the County of DuPage heretofore accepted and appropriated the Illinois Department of Commerce and Economic Opportunity the Low-Income Home Energy Assistance HHS Grant PY23, Inter-Governmental Agreement No.23-224028, Company 5000 - Accounting Unit 1420, pursuant to Resolution FI-R-0477-22 for the period October 1, 2022, through June 30, 2024; as amended; and

WHEREAS, the County of DuPage has been notified by the Illinois Department of Commerce and Economic Opportunity with Amendment No. 003 (Attachment I) that the grant may be extended to Aug 31, 2024.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the expiration date of Low-Income Home Energy Assistance HHS Grant PY23, Inter-Governmental Agreement No.23-224028, Company 5000 - Accounting Unit 1420, be extended until Aug 31, 2024.

RESULT: APPROVED

MOVER: Liz Chaplin

SECONDER: Yeena Yoo

AYES: Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Garcia,

Gustin, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore,

Yoo, and Zay

**ABSENT:** Evans, and Galassi

### 10.I. **FI-R-0105-24**

Resolution to formalize an existing agreement between the County of DuPage and the DuPage County Regional Office of Education, for the use of ARPA funds for the Student Apprenticeship Program, in the amount of \$95,558.70. (ARPA ITEM)

WHEREAS, the American Rescue Plan Act of 2021 (ARPA; P.L. 117-2) was signed into law on March 11, 2021 to provide COVID-19 relief and economic stimulus; and

WHEREAS, County of DuPage ("County") received \$179,266,585.00 (ONE HUNDRED SEVENTY-NINE MILLION, TWO HUNDRED SIXTY-SIX THOUSAND, FIVE HUNDRED EIGHTY-FIVE AND 00/100 DOLLARS) from the American Rescue Plan Act; and

WHEREAS, the American Rescue Plan Act contains several provisions to provide funding for educational assistance and opportunities; and

WHEREAS, the County has allocated \$95,558.70 to the DuPage County Regional Office of Education for various expenses related to administering the Student Apprenticeship Program, which is designed to help students access training and education to develop their career readiness.

NOW, THEREFORE, BE IT RESOLVED, that the DuPage County Board approves the attached Agreement ("Exhibit A") between DuPage County and the DuPage County Regional Office of Education; and

BE IT FURTHER RESOLVED, that the DuPage County Board hereby directs the DuPage County Board Chair to execute the Agreement between DuPage County and the DuPage County Regional Office of Education.

RESULT: APPROVED
MOVER: Liz Chaplin
SECONDER: Jim Zay

AYES: Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Garcia,

Gustin, Krajewski, LaPlante, Ozog, Schwarze, Tornatore, Yoo, and

Zay

**ABSENT:** Evans, Galassi, and Rutledge

### 10.J. **FI-R-0106-24**

Resolution to formalize an existing agreement between the County of DuPage and the DuPage County Regional Office of Education, for the use of ARPA funds for the Truancy Program, in the amount of \$108,753.29. (ARPA ITEM)

WHEREAS, the American Rescue Plan Act of 2021 (ARPA; P.L. 117-2) was signed into law on March 11, 2021 to provide COVID-19 relief and economic stimulus; and

WHEREAS, County of DuPage ("County") received \$179,266,585.00 (ONE HUNDRED SEVENTY-NINE MILLION, TWO HUNDRED SIXTY-SIX THOUSAND, FIVE HUNDRED EIGHTY-FIVE AND 00/100 DOLLARS) from the American Rescue Plan Act; and

WHEREAS, the American Rescue Plan Act supports mental health services and educational assistance, including funding for addressing educational disparities; and

WHEREAS, the County has allocated \$108,753.29 to the DuPage County Regional Office of Education for various expenses related to administering a Truancy Program, including: (i) social, emotional, and mental health services; and (ii) payroll/administrative needs.

NOW, THEREFORE, BE IT RESOLVED, that the DuPage County Board approves the attached Agreement ("Exhibit A") between the County and the DuPage County Regional Office of Education; and

BE IT FURTHER RESOLVED, that the DuPage County Board hereby directs the

DuPage County Board Chair to execute the Agreement between the County and the DuPage County Regional Office of Education.

RESULT: APPROVED

MOVER: Liz Chaplin

SECONDER: Dawn DeSart

AYES: Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Garcia,

Gustin, Krajewski, LaPlante, Ozog, Schwarze, Tornatore, Yoo, and

Zay

**ABSENT:** Evans, Galassi, and Rutledge

# 10.K. FI-R-0107-24

Approval of an amendment to the grant agreement between the County of DuPage and Choose DuPage for tourism-related feasibility studies. (ARPA ITEM)

WHEREAS, Resolution FI-R-0125-23 was adopted by the DuPage County Board on May 9, 2023; and

WHEREAS, said resolution approved an agreement between DuPage County and Choose DuPage for Choose DuPage to administer two tourism-related studies by engaging third-party experts to assist in researching, analyzing, and preparing studies to determine the feasibility of constructing a sports complex and a performing arts center in DuPage County; and

WHEREAS, the original agreement remained in effect until March 31, 2024; and

WHEREAS, the County wishes to extend the agreement through June 30, 2025 for the continuation of third-party experts to analyze potential sites solely for a performing arts center in DuPage County; and

WHEREAS, Choose DuPage was originally granted an award amount of \$270,000 to complete the feasibility studies; and

WHEREAS, the County wishes to decrease the grant amount by \$80,851.78, resulting in a new grant award amount of \$189,148.22.

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

BE IT FURTHER RESOLVED, that the DuPage County Board hereby directs the DuPage County Board Chair to execute the amended grant Agreement between the County and Choose DuPage.

**RESULT:** APPROVED

MOVER: Liz Chaplin SECONDER: Paula Garcia

**AYES:** Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Garcia,

Gustin, Krajewski, LaPlante, Schwarze, Tornatore, Yoo, and Zay

NAY: Ozog

**ABSENT:** Evans, Galassi, and Rutledge

### 10.L. **FI-R-0110-24**

Appointment of the Director of Transportation

WHEREAS, since December 15, 2023, Wiliam Eidson has been Acting Director of Transportation for DuPage County ("County") (since Christopher Snyder's retirement), as Illinois law does not permit a vacancy in the position of Director of Transportation; and

WHEREAS, the County has undertaken a thorough recruitment process of potential candidates, including interviews with the top candidates; and

WHEREAS, Deborah A. Conroy, Chair of the DuPage County Board, is recommending that the County Board consent and approve her appointment of Stephen Travia as the Director of Transportation in accordance with 605 ILCS 5/5-201.1.

NOW, THEREFORE, BE IT RESOLVED that effective August 1, 2024, the DuPage County Chair, with the advice and consent of the County Board, appoints Stephen Travia to the position of Director of Transportation; and

BE IT FURTHER RESOLVED that the "NOTICE OF APPOINTMENT" attached hereto be made a part of this resolution; and

BE IT FURTHER RESOLVED that the County Clerk transmit certified copies of this resolution to the Illinois Department of Transportation Region One/District One, 201 West Center Court, Schaumburg, Illinois 60196-1096, by and through the Division of Transportation in accordance with 605 ILCS 5/5-201.1.,

RESULT: APPROVED

MOVER: Liz Chaplin

SECONDER: Paula Garcia

**AYES:** Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Garcia,

Gustin, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore,

Yoo, and Zay

**ABSENT:** Evans, and Galassi

### 10.M. **FI-R-0108-24**

Approval of additional funds for the Local Food Pantry Infrastructure Investment Program (Round 2), to increase funding from \$500,000 to an amount not to exceed \$551,479.02. (ARPA INTEREST)

WHEREAS, on August 22, 2023, the DuPage County Board approved Resolution FI-R-0182-23 which permitted the use of ARPA funds for the Local Food Pantry Infrastructure Investment Program ("Program") in the amount of \$1,000,000; and

WHEREAS, on March 12, 2024, the DuPage County Board approved Resolution FI-R-0054-24 which increased funding for the Program using ARPA interest funds in the amount of \$500,000 to provide a "round 2" of funding to local food pantries; and

WHEREAS, the County seeks to approve additional funds for "round 2", to increase funding from \$500,000 to an amount not to exceed \$551,479.02.

NOW, THEREFORE BE IT RESOLVED, that the DuPage County Board approves the additional increase in funding for "round 2" of the Infrastructure Investment Program from \$500,000 to an amount not to exceed \$551,479.02 pursuant to the amended Exhibit A.

RESULT: APPROVED

MOVER: Liz Chaplin

SECONDER: Patty Gustin

AYES: Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Garcia,

Gustin, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore,

Yoo, and Zay

**ABSENT:** Evans, and Galassi

### 10.N. **FI-R-0109-24**

Approval of a payment to HCS Family Services, for the purchase of a refrigerated van, in the amount of \$74,665.03.

WHEREAS, HCS Family Services is not-for-profit organization providing groceries to hundreds of families in the Hinsdale, Willowbrook, and surrounding areas; and

WHEREAS, due to an increase in food insecurity, HCS Family Services wishes to purchase a refrigerated van to safely transport perishable food between locations; and

WHEREAS, the DuPage County Board has determined that the van is beneficial to the County's residents and seeks to issue a payment from account 1000-1750-53820, via a transfer out of the fiscal year 2024 General Fund contingency, to HCS Family Services in the amount of \$74,665.03 to pay for the cost of the refrigerated van.

NOW, THEREFORE, BE IT RESOLVED, that the DuPage County Board approves the issuance of a payment to HCS Family Services in the amount of \$74,665.03

for the purchase of a refrigerated van.

RESULT: APPROVED

MOVER: Liz Chaplin

SECONDER: Patty Gustin

**AYES:** Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Garcia,

Gustin, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore,

Yoo, and Zay

**ABSENT:** Evans, and Galassi

### 10.O. **FI-R-0111-24**

Budget Transfers 06-25-2024 - Various Companies and Accounting Units

WHEREAS, it appears that certain appropriations for various County companies and accounting units are insufficient to cover necessary expenditures for the balance of the 2024 fiscal year; and

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

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

RESULT: APPROVED

MOVER: Liz Chaplin

SECONDER: Yeena Yoo

**AYES:** Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Garcia,

Gustin, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore,

Yoo, and Zay

**ABSENT:** Evans, and Galassi

### 11. ANIMAL SERVICES - KRAJEWSKI

Committee Update

### 12. DEVELOPMENT - TORNATORE

Committee Update

### 12.A. **DC-O-0038-24**

ZONING-24-000006 – Sur Mac Builders, LLC.: To approve the following zoning relief: Conditional Use for a Planned Development to allow an existing duplex to remain on the subject property. (Naperville/District 5)

ZBA VOTE (to Approve): 6 Ayes, 1 Nays, 0 Absent

Development Committee VOTE (to Approve): 5 Ayes, 0 Nays, 1 Absent

WHEREAS, a public hearing was held on May 9, 2024, in the DuPage County Administration Building, 421 North County Farm Road, Wheaton, Illinois at 6:00 P.M. before the DuPage County Zoning Board of Appeals and notice of said hearing was duly given; and

WHEREAS, a petition was presented at this hearing requesting the following zoning relief:

Conditional Use for a Planned Development to allow an existing duplex to remain on the subject property, on the property hereinafter described:

LOT 19 IN BLOCK 15 IN BELT CITY SUBDIVISION IN SECTION 17 AND 18, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE COUNTY OF DUPAGE, STATE OF ILLINOIS; and

WHEREAS, the Zoning Board of Appeals, having considered in relation to the above requested zoning petition presented at the above hearing and at the recommendation meeting held on June 6, 2024 does find as follows:

# FINDINGS OF FACT:

- 1. That petitioner testified that the subject zoning relief is for a Conditional Use to allow an existing duplex to remain on the subject property, where it has existed since at least 1900.
- 2. That petitioner testified that they purchased the subject property in 2023 as a duplex within the R-4 Single Family Zoning District, and that the property was constructed as a duplex in 1900 per Naperville Township Assessor documents.
- 3. That petitioner testified that the subject property was used as a duplex for over one hundred (100) years and that the conversion to a single-family home changed the property's designation from legal non-conforming to a non-conforming use.
  - a. That petitioner testified that approximately ten (10) years ago, a previous property owner closed up one of the entrances and converted the subject property into a single-family home, thereby removing the legal non-conforming use as a duplex in a single-family zoning district
  - b. Furthermore, that petitioner testified that based on Google Map Street View images, the subject property was used as a duplex from 1900 to approximately 2012, and that sometime between 2012-2017, one of the entrances was closed off and the property was converted to a single-family home, and then later reconverted to a duplex use with renovations sometime after 2018.
- 4. That petitioner testified that they did not discover that the subject property was not a legal non-conforming duplex until after they closed on the subject property in 2023.

- 5. That petitioner testified that they completed a series of Freedom of Information Act (FOIA) requests to Naperville Township, DuPage County Building and Zoning Department, City of Aurora, and DuPage County Sheriff and that the returned FOIAs did not find any evidence that the property received any nuisance complaints/evidence in the last fifty (50) years.
- 6. That petitioner testified that the subject property is zoned R-4 Single Family Residential and borders the I-2 General Industrial District to the south, and that the subject property is a suitable transition from single family to industrial uses.
- 7. That petitioner testified that the existing duplex home/building was constructed in 1900 and that the allowing the existing duplex to remain on the subject property will not and does not impair the public health, safety, comfort, morals, or general welfare.

### STANDARDS FOR CONDITIONAL USES:

- 1. That the Zoning Board of Appeals finds that petitioner **has demonstrated** that the granting of the Conditional Use is in harmony with the general purpose and intent of the Zoning Ordinance, and will not be injurious to the neighborhood, detrimental to the public welfare, or in conflict with the County's comprehensive plan for development; and specifically, that the granting of the Conditional Use will not:
  - a. Impair an adequate supply of light and air to the adjacent property as petitioner **has demonstrated** that the duplex home/building was constructed in 1900 and that it does not impair an adequate supply of light and air to the adjacent properties.
  - b. Increase the hazard from fire or other dangers to said property as petitioner has demonstrated that the duplex home/building was constructed in 1900 and that any updates were constructed to the current Building Code and do not increase the hazard from fire or other dangers to said property.
  - c. Diminish the value of land and buildings throughout the County as petitioner **has demonstrated** that the duplex home/building was constructed in 1900 and has not diminished the value of land and buildings throughout the County.
  - d. Unduly increase traffic congestion in the public streets and highways as petitioner has demonstrated that the duplex home/building was constructed in 1900 and does not unduly increase traffic congestion in the public streets and highways.
  - e. Increase the potential for flood damages to adjacent property as petitioner has demonstrated that the duplex home/building was constructed in 1900 and does not increase the potential for flood damages to adjacent properties.
  - f. Incur additional public expense for flood protection, rescue or relief as petitioner has demonstrated that the duplex home/building was constructed in 1900 and does not impact flood protection, rescue, or relief.
  - g. Otherwise impair the public health, safety, comfort, morals or general welfare of the inhabitants of DuPage County as petitioner has demonstrated that the duplex

home/building was constructed in 1900 and that the allowing the existing duplex to remain on the subject property will not and does not impair the public health, safety, comfort, morals, or general welfare.

# PETITIONER'S DEVELOPMENT FACT SHEET

### GENERAL ZONING CASE INFORMATION

CASE #/PETITIONER ZONING-24-000006 Sur Mac Builders, LLC.

**ZONING REQUEST** Conditional Use for a Planned Development to allow an existing duplex to remain on the subject property.

**OWNER** SUR MAC BUILDERS, LLC., 6S381 4TH STREET, EOLA, IL 60519 / SUR MAC BUILDERS, LLC., 45 S PARK BLVD, SUITE 300, GLEN ELLYN, IL 60137 / AGENT: VINCENT TESSITORE, LINDELL & TESSITORE P.C., 1730 PARK STREET, SUITE 117, NAPERVILLE, IL 60563

ADDRESS/LOCATION 6S381 4TH STREET, EOLA, IL 60519

**PIN** 07-17-107-012

TWSP./CTY. BD. DIST. NAPERVILLE DISTRICT 5

**ZONING/LUP** R-4 SF RES 0-5 DU AC

**AREA** 0.19 ACRES (8,276 SQ. FT.)

UTILITIES Well/Septic

**PUBLICATION DATE** Daily Herald: April 24, 2024

**PUBLIC HEARING** Thursday, May 9, 2024

### ADDITIONAL INFORMATION:

Building: No Objections with the concept of the petition. Additional information may be required at time of permit application. "Proper tenant separation will need to be identified or provided if not already existing."

DUDOT: Our office has no jurisdiction in this matter.

Health: *No Comments Received.*Stormwater: No Objections.

Public Works: Our office has no jurisdiction in this matter.

### **EXTERNAL:**

City of Aurora: "The City of Aurora has no objection to this rezoning. Although it is contiguous to the City limits, this is simply an existing 2 unit that is being brought into conformity."

City of Naperville: No Comments Received.
Naperville Township: No Comments Received.
Township Highway: No Comments Received.
Naperville Fire Dist.: No Comments Received.

Sch. Dist. 204: No Comments Received.

Forest Preserve: "The Forest Preserve District of DuPage County staff has reviewed the information provided in this notice and due to the sizable distance between the subject property and District property, we do not have any specific comments. Thank you."

### LAND USE

**Location Zoning Existing Use LUP** 

Subject R-4 SF RES HOUSE 0-5 DU AC

North R-4 SF RES HOUSE 0-5 DU AC

South EAST 4TH STREET/POSS ROAD HOUSE 0-5 DU AC

East R-4 SF RES HOUSE 0-5 DU AC

West EAST 4TH STREET AND BEYOND CITY OF AURORA HOUSE CITY OF AURORA

WHEREAS, the Zoning Board of Appeals, having considered in relation to the above and at the recommendation meeting held on June 6, 2024, recommends to approve the following zoning relief:

Conditional Use for a Planned Development to allow an existing duplex to remain on the subject property.

### **Subject to the following conditions:**

- 1. That the property be developed in accordance with the petitioner's site plan made part of Zoning Petition #ZONING-24-000006 Sur Mac Builders, LLC. dated May 9, 2024.
- 2. That the Conditional Use zoning relief shall expire after three (3) years from the date of approval of the subject zoning relief by the DuPage County Board or upon one of the following circumstances, whichever shall come first:
  - a. The structure or use is destroyed or damaged by fire or other casualty or act of God to the extent that the cost of restoration for the above ground portion of the building, structure, or use to the condition it was prior to the destruction or damage exceeds fifty percent (50%) or more of its replacement value.
  - b. The structure is voluntarily removed.
- 3. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.
- 4. That in conjunction with the submittal of a building permit the developer provides a landscape plan showing partial landscape screens around the perimeter of the development.
- 5. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

### ZBA VOTE (to Approve): 6 Ayes, 1 Nays, 0 Absent

WHEREAS, the County Board Development Committee on June 18, 2024, considered the above findings and recommendations of the Zoning Board of Appeals and recommends to concur with the findings and recommends to approve the following zoning relief:

Conditional Use for a Planned Development to allow an existing duplex to remain on the subject property.

### **Subject to the following conditions:**

1. That the property be developed in accordance with the petitioner's site plan made part of

Zoning Petition #ZONING-24-000006 Sur Mac Builders, LLC. dated May 9, 2024.

- 2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.
- 3. That in conjunction with the submittal of a building permit the developer provides a landscape plan showing partial landscape screens around the perimeter of the development.
- 4. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

Development Committee VOTE (to Approve): 5 Ayes, 0 Nays, 1 Absent

### **DEVELOPMENT COMMITTEE FINDINGS OF FACT:**

1. That the Development Committee removed the three (3) year time limit on the subject zoning relief originally placed by the Zoning Board of Appeals, as the existing duplex was built in 1900 and that an expiration date of the Conditional Use is not needed for the building.

NOW, THEREFORE, BE IT ORDAINED by the County Board of DuPage County, Illinois that the following zoning relief be granted:

Conditional Use for a Planned Development to allow an existing duplex to remain on the subject property, on the property hereinafter described:

LOT 19 IN BLOCK 15 IN BELT CITY SUBDIVISION IN SECTION 17 AND 18, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE COUNTY OF DUPAGE, STATE OF ILLINOIS; and

### The Zoning Relief is subject to the following conditions:

- 1. That the property be developed in accordance with the petitioner's site plan made part of Zoning Petition #ZONING-24-000006 Sur Mac Builders, LLC. dated May 9, 2024.
- 2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.
- 3. That in conjunction with the submittal of a building permit the developer provides a landscape plan showing partial landscape screens around the perimeter of the development.
- 4. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

BE IT FURTHER ORDAINED by the County Board of DuPage County, Illinois that should any section, clause or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid; and

BE IT FURTHER ORDAINED that a certified copy of this Ordinance be transmitted by the County Clerk to the DuPage County Finance Department; DuPage County Auditor; DuPage County Treasurer; Paul J. Hoss, Zoning; State's Attorney's Office; DuPage County Health Department; DuPage County Division of Transportation; SUR MAC BUILDERS, LLC., 6S381 4TH STREET, EOLA, IL 60519 / SUR MAC BUILDERS, LLC., 45 S PARK BLVD, SUITE 300, GLEN ELLYN, IL 60137 / AGENT: VINCENT TESSITORE, LINDELL & TESSITORE P.C., 1730 PARK STREET, SUITE 117, NAPERVILLE, IL 60563; and Township Assessor, Naperville Township, 139 Water Street, Naperville, IL 60540.

RESULT: APPROVED

MOVER: Sam Tornatore

SECONDER: Liz Chaplin

**AYES:** Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Garcia,

Gustin, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore,

Yoo, and Zay

**ABSENT:** Evans, and Galassi

### 12.B. **DC-O-0039-24**

ZONING-24-000017 – 80th St. Investments, LLC.: To approve the following zoning relief:

To renew/extend a Conditional Use for Group Quarters with a maximum occupancy of twelve residents, which was previously approved under Z21-023 27W121 80th Street Investments, LLC. on July 13, 2021, by the DuPage County Board. (Naperville/ District 5)

ZBA VOTE (to Approve): 7 Ayes, 0 Nays, 0 Absent Development Committee VOTE (to Approve): 5 Ayes, 0 Nays, 1 Absent

WHEREAS, a public hearing was held on April 18, 2024 in the DuPage County Administration Building, 421 North County Farm Road, Wheaton, Illinois at 6:00 P.M. before the DuPage County Zoning Board of Appeals and notice of said hearing was duly given; and

WHEREAS, a petition was presented at this hearing requesting the following zoning relief:

To renew/extend a Conditional Use for Group Quarters with a maximum occupancy of twelve

residents, which was previously approved under Z21-023 27W121 80th Street Investments, LLC. on July 13, 2021, by the DuPage County Board, on the property hereinafter described:

THE NORTH ½ OF LOT 12 IN STECK'S SPRING BROOK HEIGHTS ESTATES, UNIT 1, A SUBDIVISION IN THE NORTH ½ (EXCEPT THE WEST 330 FEET) OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 25, 1957 AS DOCUMENT 847027, IN DUPAGE COUNTY, ILLINOIS; and

WHEREAS, the Zoning Board of Appeals, having considered in relation to the above requested zoning petition presented at the above hearing and at the recommendation meeting held on April 18, 2024 does find as follows:

### FINDINGS OF FACT:

- 1. That petitioner testified that the subject property is currently owned by Monte Nido Real Estate Holdings, LLC. and operated by Monte Nido Illinois, LLC. ("Monte Nido").
- 2. That petitioner testified that Monte Nido & Affiliates oversees the operation of the Group Quarters at the subject property and is a leading national treatment provider for adults and adolescents with eating disorders.
- 3. That petitioner testified that the subject property currently operates a twelve (12) bed Group Quarters and provides care to adolescents seeking treatment for eating disorders, per approved zoning relief Z21-023 27W121 80th Street Investments, LLC. on July 13, 2021, by the DuPage County Board.
  - Furthermore, that petitioner testified that the requested zoning relief is to renew/extend a Conditional Use for Group Quarters with a maximum occupancy of twelve residents, which was previously approved for a period of three (3) years under Z21-023 27W121 80th Street Investments, LLC., in order to review the operations and any possible impact of the Group Quarters after three (3) years.
- 4. That petitioner testified that the subject Group Quarters is a residential setting, intended to replicate a large family setting, with all meals prepared and taken together, as data supports that this is the most effective treatment for eating disorders in a non-institutional setting.
- 5. That petitioner testified that a resident's average stay is between fifty (50) to sixty (60) days.
- 6. That petitioner testified that in the last three (3) years, the Group Quarters has had a positive impact on adjacent properties and improved property values.
- 7. That petitioner testified that the completed a traffic study with KLOA and that the Group Quarters does not result in a significant increase in traffic on the roadways.
- 8. That the Zoning Board of Appeals finds that since the approval of Z21-023 27W121 80th Street Investments, LLC. on July 13, 2021 by the DuPage County Board, petitioners have adhered to the conditions placed on the zoning case for approximately three (3) years, followed Group Quarters operations that were set forth in that zoning relief, and that the Group Quarters have been added benefit to the surrounding area, with no impacts to adjacent properties.

• Furthermore, that the Zoning Board of Appeals hereby removes the time limit condition originally placed on Z21-023 27W121 80th Street Investments, LLC

### STANDARDS FOR CONDITIONAL USES:

- 1. That the Zoning Board of Appeals finds that petitioner **has demonstrated** that the granting of the Conditional Use is in harmony with the general purpose and intent of the Zoning Ordinance, and will not be injurious to the neighborhood, detrimental to the public welfare, or in conflict with the County's comprehensive plan for development; and specifically, that the granting of the Conditional Use will not:
  - a. Impair an adequate supply of light and air to the adjacent property as petitioner **has demonstrated** that no changes will be made to exterior of the subject home or to the subject property, and therefore the proposed zoning relief will not impair an adequate supply of light and air to adjacent properties.
  - b. Increase the hazard from fire or other dangers to said property as petitioner **has demonstrated** that the 6,706 square foot subject home and property has easily accommodated twelve (12) residents and does not increase the hazard from fire or other dangers to adjacent properties.
  - c. Diminish the value of land and buildings throughout the County as petitioner has demonstrated that the Group Quarters is operated in the existing home and that petitioner owns/operates similar types of residential programs in residential neighborhoods throughout the country with no diminishment of value of land.
  - d. Unduly increase traffic congestion in the public streets and highways as petitioner **has demonstrated** that the existing Group Quarters does not noticeable increase traffic in the area and that no residents have their own vehicles at the subject property.
  - e. Increase the potential for flood damages to adjacent property as petitioner **has demonstrated** that the existing Group Quarters use has no structural or physical changes to the building, therefore there will be no increase in the potential for flood damages to adjacent properties.
  - f. Incur additional public expense for flood protection, rescue or relief as petitioner **has demonstrated** that the existing Group Quarters does not increase any additional expense for flood protection, rescue, or relief.
  - g. Otherwise impair the public health, safety, comfort, morals or general welfare of the inhabitants of DuPage County as petitioner **has demonstrated** that the Monte Nido Group Quarters has operated the Group Quarters for over three (3) years with up to twelve (12) adolescents with no noticeable impact on surrounding properties, and that the use and property beautifications is a benefit to the surrounding area and DuPage County.

### PETITIONER'S DEVELOPMENT FACT SHEET

### GENERAL ZONING CASE INFORMATION

CASE #/PETITIONER ZONING-24-000017 80th St. Investments, LLC.

**ZONING REQUEST** To renew/extend a Conditional Use for Group Quarters with a maximum occupancy of twelve residents, which was previously approved under Z21-023 27W121 80th Street Investments, LLC. on July 13, 2021, by the DuPage County Board.

**OWNER** 27W121 80TH ST INVESTMENTS, LLC., 6100 SW 76TH STREET, MIAMI, FL 33143 / AGENT: MARK GERSHON, POLSINELLI, PC, 150 N. RIVERSIDE PLAZA, CHICAGO, IL 60606

ADDRESS/LOCATION 27W121 80TH STREET, NAPERVILLE, IL 60565-1270

PIN 07-36-204-002

TWSP./CTY. BD. DIST. NAPERVILLE DISTRICT 5

**ZONING/LUP** R-1 SF RES 0-5 DU AC

**AREA** 2.4 ACRES (104,544 SQ. FT.)

UTILITIES WELL / SEPTIC

**PUBLICATION DATE** Daily Herald: APRIL 2, 2024

**PUBLIC HEARING** THURSDAY, APRIL 18, 2024

### ADDITIONAL INFORMATION:

Building: No Objections.

DUDOT: Our office has no jurisdiction in this matter.

Health: No Objections.

Stormwater: Our office has no jurisdiction in this matter.

Public Works: Our office has no jurisdiction in this matter. "We do not provide any services (sewer or water) to that area."

### **EXTERNAL:**

City of Naperville: *No Comments Received.*Naperville Township: *No Comments Received.* 

Township Highway: No Objections with the concept of the petition. Additional information

may be required at time of permit application. Naperville Fire Dist.: *No Comments Received.* 

Sch. Dist. 204: No Comments Received.

Forest Preserve: "The Forest Preserve District of DuPage County staff has reviewed the information provided in this notice and due to the sizable distance between the subject property and District property, we do not have any specific comments. Thank you."

### LAND USE

### Location Zoning Existing Use LUP

Subject R-1 SF RES GROUP QUARTERS 0-5 DU AC

North 80TH STREET AND BEYOND R-1 SF RES HOUSE 0-5 DU AC

South R-1 SF RES HOUSE 0-5 DU AC East R-1 SF RES HOUSE 0-5 DU AC

### West R-1 SF RES HOUSE 0-5 DU AC

WHEREAS, the Zoning Board of Appeals, having considered in relation to the above and at the recommendation meeting held on June 6, 2024, recommends to approve the following zoning relief:

To renew/extend a Conditional Use for Group Quarters with a maximum occupancy of twelve residents, which was previously approved under Z21-023 27W121 80th Street Investments, LLC. on July 13, 2021, by the DuPage County Board.

### **Subject to the following conditions:**

- 1. That the property be developed in accordance with the petitioner's site plan made part of Zoning Petition #ZONING-24-000017 80th St. Investments, LLC. dated April 18, 2024.
- 2. That the Conditional Use shall terminate in the event that Monte Nido Real Estate Holdings, LLC. sells or discontinues operation of the subject use on the property located at 27W121 80th Street Naperville, Illinois or otherwise transfers ownership of the subject property to another entity.
- 3. That the Conditional Use zoning relief shall expire after five (5) years from the date of approval of the subject zoning relief by the DuPage County Board or upon one of the following circumstances, whichever shall come first:
  - a. The structure or use is destroyed or damaged by fire or other casualty or act of God to the extent that the cost of restoration for the above ground portion of the building, structure, or use to the condition it was prior to the destruction or damage exceeds fifty percent (50%) or more of its replacement value.
  - b. The property is conveyed to new ownership.
- 4. That no more than twelve (12) residents shall reside within the subject property and that the residents shall be of adolescent age only.
- 5. That there shall be no more than seventeen (17) parking spaces on the property, (four {4} spaces inside the two attached garages of the home and thirteen {13} spaces in the two designated outside parking areas as depicted on the site plan dated April 18, 2024).
  - a. That there shall be no parking in the driveway of the home and no parking on the grass areas of the home and no parking in the adjacent streets and public rights-of-way's adjacent to the home.
  - b. That during any special event or emergency event that necessitates more people on the property, certain staff will park off-site in legal parking areas and be shuttled to and from the Group Dwelling Quarters to the extent necessary to ensure that not more than 17 vehicles are parked on the legal parking spaces on the property.
  - c. That residents of the home shall not have their own automobiles at the Group Dwelling Quarters nor otherwise drive themselves to and from the Group Dwelling Quarters.
- 6. That all outside group activities shall only occur in the rear south yard and side west yard in the designated outdoor areas as depicted on the site plan dated April 18, 2024.

- a. That all outside group activities shall only occur between the hours of 8 AM and 10 PM.
- b. That all outside group activities shall be supervised by staff of the Group Dwelling Quarters.
- 7. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.
- 8. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

# ZBA VOTE (to Approve): 7 Ayes, 0 Nays, 0 Absent

WHEREAS, the County Board Development Committee on June 18, 2024, considered the above findings and recommendations of the Zoning Board of Appeals and recommends to concur with the findings and recommends to approve the following zoning relief:

To renew/extend a Conditional Use for Group Quarters with a maximum occupancy of twelve residents, which was previously approved under Z21-023 27W121 80th Street Investments, LLC. on July 13, 2021, by the DuPage County Board.

### **Subject to the following conditions:**

- 1. That the property be developed in accordance with the petitioner's site plan made part of Zoning Petition #ZONING-24-000017 80th St. Investments, LLC. dated April 18, 2024.
- 2. That the Conditional Use shall terminate in the event that Monte Nido Real Estate Holdings, LLC. sells or discontinues operation of the subject use on the property located at 27W121 80th Street Naperville, Illinois or otherwise transfers ownership of the subject property to another entity.
- 3. That no more than twelve (12) residents shall reside within the subject property and that the residents shall be of adolescent age only.
- 4. That there shall be no more than seventeen (17) parking spaces on the property, (four {4} spaces inside the two attached garages of the home and thirteen {13} spaces in the two designated outside parking areas as depicted on the site plan dated April 18, 2024).
  - a. That there shall be no parking in the driveway of the home and no parking on the grass areas of the home and no parking in the adjacent streets and public rights-of-way's adjacent to the home.
  - b. That during any special event or emergency event that necessitates more people on the property, certain staff will park off-site in legal parking areas and be shuttled to and from the Group Dwelling Quarters to the extent necessary to ensure that not more than 17 vehicles are parked on the legal parking spaces on the property.
  - c. That residents of the home shall not have their own automobiles at the Group Dwelling Ouarters nor otherwise drive themselves to and from the Group Dwelling Ouarters.

- 5. That all outside group activities shall only occur in the rear south yard and side west yard in the designated outdoor areas as depicted on the site plan dated April 18, 2024.
  - a. That all outside group activities shall only occur between the hours of 8 AM and 10 PM.
  - b. That all outside group activities shall be supervised by staff of the Group Dwelling Quarters.
- 6. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.
- 7. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

### Development Committee VOTE (to Approve): 5 Ayes, 0 Nays, 1 Absent

## **DEVELOPMENT COMMITTEE FINDINGS OF FACT:**

1. That the Development Committee removed the five (5) year time limit on the subject zoning relief originally placed by the Zoning Board of Appeals, as any concerns regarding parking have been mitigated by the updated parking agreements and conditions of the subject zoning relief, and that an expiration of the Conditional Use is no longer needed.

NOW, THEREFORE, BE IT ORDAINED by the County Board of DuPage County, Illinois that the following zoning relief be granted:

To renew/extend a Conditional Use for Group Quarters with a maximum occupancy of twelve residents, which was previously approved under Z21-023 27W121 80th Street Investments, LLC. on July 13, 2021, by the DuPage County Board, on the property hereinafter described:

THE NORTH ½ OF LOT 12 IN STECK'S SPRING BROOK HEIGHTS ESTATES, UNIT 1, A SUBDIVISION IN THE NORTH ½ (EXCEPT THE WEST 330 FEET) OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 25, 1957 AS DOCUMENT 847027, IN DUPAGE COUNTY, ILLINOIS; and

### The Zoning Relief is subject to the following conditions:

- 1. That the property be developed in accordance with the petitioner's site plan made part of Zoning Petition #ZONING-24-000017 80th St. Investments, LLC. dated April 18, 2024.
- That the Conditional Use shall terminate in the event that Monte Nido Real Estate Holdings, LLC. sells or discontinues operation of the subject use on the property located at 27W121 80th Street Naperville, Illinois or otherwise transfers ownership of the subject property to another entity.
- 3. That no more than twelve (12) residents shall reside within the subject property and that the residents shall be of adolescent age only.

- 4. That there shall be no more than seventeen (17) parking spaces on the property, (four {4} spaces inside the two attached garages of the home and thirteen {13} spaces in the two designated outside parking areas as depicted on the site plan dated April 18, 2024).
  - a. That there shall be no parking in the driveway of the home and no parking on the grass areas of the home and no parking in the adjacent streets and public rights-of-way's adjacent to the home.
  - b. That during any special event or emergency event that necessitates more people on the property, certain staff will park off-site in legal parking areas and be shuttled to and from the Group Dwelling Quarters to the extent necessary to ensure that not more than 17 vehicles are parked on the legal parking spaces on the property.
  - c. That residents of the home shall not have their own automobiles at the Group Dwelling Quarters nor otherwise drive themselves to and from the Group Dwelling Quarters.
- 5. That all outside group activities shall only occur in the rear south yard and side west yard in the designated outdoor areas as depicted on the site plan dated April 18, 2024.
  - a. That all outside group activities shall only occur between the hours of 8 AM and 10 PM.
  - b. That all outside group activities shall be supervised by staff of the Group Dwelling Ouarters.
- 6. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.
- 7. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

BE IT FURTHER ORDAINED by the County Board of DuPage County, Illinois that should any section, clause or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid; and

BE IT FURTHER ORDAINED that a certified copy of this Ordinance be transmitted by the County Clerk to the DuPage County Finance Department; DuPage County Auditor; DuPage County Treasurer; Paul J. Hoss, Zoning; State's Attorney's Office; DuPage County Health Department; DuPage County Division of Transportation; 27W121 80TH ST INVESTMENTS, LLC., 6100 SW 76TH STREET, MIAMI, FL 33143 / AGENT: MARK GERSHON, POLSINELLI, PC, 150 N. RIVERSIDE PLAZA, CHICAGO, IL 60606; and Township Assessor, Naperville Township, 139 Water Street, Naperville, IL 60540.

RESULT: APPROVED

MOVER: Sam Tornatore

SECONDER: Patty Gustin

AYES: Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Garcia,

Gustin, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore,

Yoo, and Zay

**ABSENT:** Evans, and Galassi

# 12.C. **DC-O-0040-24**

ZONING-24-000022 – Somerset Plaza, LLC.: To approve the following zoning relief: Conditional Use to allow auto sales with auto repair in the B-1 Local Business District. (Downers Grove/District 3)

ZBA VOTE (to Deny): 6 Ayes, 1 Nays, 0 Absent

Development Committee VOTE (to Approve): 4 Ayes, 0 Nays, 2 Absent

WHEREAS, a public hearing was held on April 25, 2024, in the DuPage County Administration Building, 421 North County Farm Road, Wheaton, Illinois at 6:00 P.M. before the DuPage County Zoning Board of Appeals and notice of said hearing was duly given; and

WHEREAS, a petition was presented at this hearing requesting the following zoning relief:

Conditional Use to allow auto sales with auto repair in the B-1 Local Business District, on the property hereinafter described:

LOTS 1 AND 7 IN KAREN'S ASSESSMENT PLAT OF LOT 3 IN RAMLIN ROSE SOUTH ASSESSMENT PLAT, A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED APRIL 20, 1978 AS DOCUMENT R78-111483 (EXCEPT THAT PART OF SAID LOT 1 DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST EASTERLY SOUTHEAST CORNER OF SAID LOT, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 3 IN SAID KAREN'S ASSESSMENT PLAT; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 3, 152.69 FEET TO THE NORTHWWESTERLY CORNER OF SAID LOT 3 SAID POITN ALSO BEING THE POINT OF BEGINNING OF THE PROPERTY TO BE DESCRIBED HEREIN; THENCE CONTINUING WESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 3 EXTENDED 25.0 FEET; THENCE SOUTHERLY ALONG A LINE PARALLEL WITH THE WESTERLY LINE OF SAID LOT 3, 100 FEET; THENCE EASTERLY 25 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 3; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT 3, 100 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE OCUNTY, ILLINOIS; and

WHEREAS, the Zoning Board of Appeals, having considered in relation to the above requested zoning petition presented at the above hearing and at the recommendation meeting held on June 6, 2024, does find as follows:

### FINDINGS OF FACT:

- 1. That petitioner testified that they requested a Conditional Use in order to allow the operation of auto sales, in addition to an existing automobile repair garage.
- 2. That petitioner testified that the subject property is over three (3) acres in size and is located within a strip shopping center with three (3) access points.
  - a. That the subject strip shopping center and shopping out-lot buildings include a restaurant, car wash, office building, liquor store, dentist, pantry, and tax office.
- 3. That petitioner testified that the existing use is an auto repair garage that has operated for at least forty (40) years.
- 4. That petitioner testified that they purchased the subject property in 2016 with the ongoing auto repair shop and assumed it was permitted as it has operated for over forty (40) years.
  - a. That petitioner testified that they complete general auto repair, including engine work, oil changes, brakes, and tires, and that no bodywork or salvage work is completed on the property.
  - b. That petitioner testified that all repairs are performed inside of the building.
  - c. That petitioner testified that the repair shop operates until 6:00 PM Monday through Saturday.
  - d. That petitioner testified that no storage of inoperable vehicles or parts will take place outside and that all repairs are completed inside.
  - e. That petitioner testified that there is no long-term storage of vehicles and that the normal turn around is a day or two at most.
  - f. That petitioner testified that approximately 60-70% is direct from customer work and that 30-40% is direct from dealers.
- 5. That petitioner testified that they also propose to sell automobiles out of the same location via the internet.
  - a. That petitioner testified that the sale of automobiles would be internet-based direct to dealers and that there would be no display of vehicles for sale for the public.
  - b. That petitioner testified that they would sell between three (3) and five (5) vehicles a month.
- 6. That petitioner testified that they have recently installed three (3) cameras in the

parking lot for safety purposes.

7. That the Zoning Board of Appeals finds that the petitioner has not presented or provided sufficient evidence in order to approve a Conditional Use to allow auto sales with auto repair in the B-1 Local Business District.

### **STANDARDS FOR CONDITIONAL USES:**

- 1. That the Zoning Board of Appeals finds that petitioner has not demonstrated that the granting of the Conditional Use is in harmony with the general purpose and intent of the Zoning Ordinance, and will not be injurious to the neighborhood, detrimental to the public welfare, or in conflict with the County's comprehensive plan for development; and specifically, that the granting of the Conditional Use will not:
  - a. Impair an adequate supply of light and air to the adjacent property as petitioner has not demonstrated or provided sufficient evidence that the existing automobile repair garage and proposed auto sales will not impair an adequate supply of light and air to the adjacent property.
  - b. Increase the hazard from fire or other dangers to said property as petitioner **has not demonstrated** or provided sufficient evidence that the existing automobile repair garage and proposed auto sales will not increase the hazard from fire or other dangers to said property.
  - c. Diminish the value of land and buildings throughout the County as petitioner has not demonstrated or provided sufficient evidence that the existing automobile repair garage and proposed auto sales will not diminish in the value of land and buildings throughout the County.
  - d. Unduly increase traffic congestion in the public streets and highways as petitioner has not demonstrated or provided sufficient evidence that the existing automobile repair garage and proposed auto sales will not unduly increase traffic congestion in the public streets and highways.
  - e. Increase the potential for flood damages to adjacent property as petitioner **has not demonstrated** or provided sufficient evidence that the existing automobile repair garage and proposed auto sales will not increase the potential for flood damages to adjacent property.
  - f. Incur additional public expense for flood protection, rescue or relief as petitioner **has not demonstrated** or provided sufficient evidence that the existing automobile repair garage and proposed auto sales will not incur additional public expense for flood protection, rescue, or relief.
  - g. Otherwise impair the public health, safety, comfort, morals or general welfare of the inhabitants of DuPage County as petitioner **has not demonstrated** or providence sufficient evidence that the existing automobile repair garage and proposed auto sales will not impair the public health, safety, comfort, morals, or general welfare.

#### PETITIONER'S DEVELOPMENT FACT SHEET

#### GENERAL ZONING CASE INFORMATION

CASE #/PETITIONER ZONING-24-000022 Somerset Plaza, LLC.

**ZONING REQUEST** Conditional Use to allow auto sales with auto repair in the B-1 Local Business District.

**OWNER** SOMERSET PLAZA, LLC., 1015 BUTTERFIELD ROAD, DOWNERS GROVE, IL 60515 / AGENT: PHILLIP LUETKEHANS & BRIAN ARMSTRONG, LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC., 105 EAST IRVING PARK ROAD, ITASCA, IL 60143

ADDRESS/LOCATION 10S644 SOUTH ROUTE 83, WILLOWBROOK, IL 60527 / ALSO KNOWN AS: 10S644 KINGERY HIGHWAY, WILLOWBROOK, IL 60527 / ALSO KNOWN AS: 9300 S. RT 83, WILLOWBROOK, IL 60527

PIN 10-02-303-005 / 10-02-303-011

TWSP./CTY. BD. DIST. DOWNERS GROVE DISTRICT 3

**ZONING/LUP** B-1 LOCAL DISTRICTLOCAL COMMERCIAL

**AREA** 1.76 ACRES (76,666 SQ. FT.)

**UTILITIES** WATER / SEWER

**PUBLICATION DATE** Daily Herald: APRIL 10, 2024

PUBLIC HEARING THURSDAY, APRIL 25, 2024

### ADDITIONAL INFORMATION:

Building: No Objections.

DUDOT: Our office has no jurisdiction in this matter.

Health: No Comments Received.

Stormwater: Our office has no jurisdiction in this matter.

Public Works: No Objections with the concept of the petition. Additional information may be required at time of permit application. "We are the sewer and water provider, a permit is required from us."

#### **EXTERNAL:**

Village of Burr Ridge: (See attached documentation)

City of Darien: No Objections.

Downers Grove Township: No Comments Received.

Township Highway: No Objections with the concept of the petition. Additional information may be required at time of permit application. (See attached documentation)

Tri-State Fire Dist.: No Objections.

Sch. Dist. 180: No Objections.

Sch. Dist. 86: No Objections with the concept of the petition. Additional information may be required at time of permit application.

Forest Preserve: No Comments Received.

# LAND USE

### **Location Zoning Existing Use LUP**

Subject B-1 LOCAL COMMERCIAL COMMERCIAL LOCAL COMMERCIAL North B-1 LOCAL COMMERCIAL COMMERCIAL LOCAL COMMERCIAL South MOCKINGBIRD LANE AND BEYOND R-6 GENERAL RESIDENTIAL

MULTI-FAMILY RESIDENTIAL 5-15 DU AC

East ROUTE 83 AND BEYOND VILLAGE OF BURR RIDGE RESIDENTIAL VILLAGE OF BURR RIDGE

West R-6 GENERAL RESIDENTIAL MULTI-FAMILY RESIDENTIAL 15+ DU AC

WHEREAS, the Zoning Board of Appeals, having considered in relation to the above and at the recommendation meeting held on June 6, 2024, recommends to deny the following zoning relief:

Conditional Use to allow auto sales with auto repair in the B-1 Local Business District.

#### ZBA VOTE (to Deny): 6 Ayes, 1 Nays, 0 Absent

**<u>Dissenting Opinion:</u>** That the one (1) dissenting Zoning Board of Appeals member found that petitioner presented sufficient evidence in order to approve the subject zoning relief.

WHEREAS, the County Board Development Committee on June 18, 2024, considered the above findings and recommendations of the Zoning Board of Appeals and recommends to not concur with the findings and recommends to approve the following zoning relief:

Conditional Use to allow auto sales with auto repair in the B-1 Local Business District.

#### Development Committee VOTE (to Approve): 4 Ayes, 0 Nays, 2 Absent

#### **DEVELOPMENT COMMITTEE FINDINGS OF FACT:**

1. That the Development Committee found that the primary use of the subject property is automotive repair and that the automotive sales are ancillary and minimal compared to the primary use of the property, which has operated for over forty (40) years at the subject property.

NOW, THEREFORE, BE IT ORDAINED by the County Board of DuPage County, Illinois that the following zoning relief be granted:

Conditional Use to allow auto sales with auto repair in the B-1 Local Business District, on the property hereinafter described:

LOTS 1 AND 7 IN KAREN'S ASSESSMENT PLAT OF LOT 3 IN RAMLIN ROSE SOUTH ASSESSMENT PLAT, A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED APRIL 20, 1978 AS DOCUMENT R78-111483 (EXCEPT THAT PART OF SAID LOT 1 DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST EASTERLY SOUTHEAST CORNER OF SAID LOT, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 3 IN SAID KAREN'S ASSESSMENT PLAT; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 3, 152.69 FEET TO THE NORTHWWESTERLY CORNER OF SAID LOT 3 SAID POITN ALSO BEING THE POINT OF BEGINNING OF THE PROPERTY TO BE DESCRIBED HEREIN; THENCE CONTINUING WESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 3 EXTENDED 25.0 FEET; THENCE SOUTHERLY ALONG A LINE PARALLEL WITH THE WESTERLY LINE OF SAID LOT 3, 100 FEET; THENCE EASTERLY 25 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 3; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT 3, 100 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE OCUNTY, ILLINOIS; and

BE IT FURTHER ORDAINED by the County Board of DuPage County, Illinois that should any section, clause or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid; and

BE IT FURTHER ORDAINED that a certified copy of this Ordinance be transmitted by the County Clerk to the DuPage County Finance Department; DuPage County Auditor; DuPage County Treasurer; Paul J. Hoss, Zoning; State's Attorney's Office; DuPage County Health Department; DuPage County Division of Transportation; SOMERSET PLAZA, LLC., 1015 BUTTERFIELD ROAD, DOWNERS GROVE, IL 60515 / AGENT: PHILLIP LUETKEHANS & BRIAN ARMSTRONG, LUETKEHANS, BRADY, GARNER & ARMSTRONG, LLC., 105 EAST IRVING PARK ROAD, ITASCA, IL 60143; and Township Assessor, Downers Grove Township, 4340 Prince Street, Downers Grove, IL 60515.

**APPROVED RESULT:** Sam Tornatore **MOVER:** Paula Garcia

**AYES:** Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Garcia,

Gustin, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore,

Yoo, and Zay

Evans, and Galassi **ABSENT:** 

### 12.D. **DC-O-0041-24**

**SECONDER:** 

ZONING-24-000027 – Bates: To approve the following zoning relief:

Variation to increase the total Floor Area Ratio on the subject property from permitted 35% (approximately 2,135 sq. ft.) to approximately 39.59% (approximately 2,415 sq. ft.), for a new house with detached garage. (Milton/District 4)

ZHO Recommendation to Approve

Development Committee VOTE (to Approve): 4 Ayes, 0 Nays, 2 Absent

WHEREAS, a public hearing was held on June 5, 2024, in the DuPage County Administration Building, 421 North County Farm Road, Wheaton, Illinois at 2:30 P.M. before the DuPage County Zoning Hearing Officer and notice of said hearing was duly given; and

WHEREAS, a petition was presented at this hearing requesting the following zoning relief:

Variation to increase the total Floor Area Ratio on the subject property from permitted 35% (approximately 2,135 sq. ft.) to approximately 39.59% (approximately 2,415 sq. ft.), for a new house with detached garage, on the property hereinafter described:

LOT 25 AND 26 IN THE FIRST ADDITION TO NORTHWEST ADDITION TO WHEATON, BEING A SUBDIVISION IN SECTIONS 7 AND 18, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1925, AS

#### DOCUMENT 195881 IN DUPAGE COUNTY, ILLINOIS; and

WHEREAS, the Zoning Hearing Officer, having considered in relation to the above requested zoning petition presented at the above hearing and at the recommendation meeting held on June 5, 2024 does find as follows:

### **FINDINGS OF FACT:**

- A. That petitioner testified that the subject zoning relief is to increase the total Floor Area Ratio on the subject property from permitted 35% (approximately 2,135 sq. ft.) to approximately 39.59% (approximately 2,415 sq. ft.), for a new house with detached garage.
- B. That petitioner testified that the subject property was platted in the 1920s and that it is a historic lot of record.
- C. That petitioner testified that the proposed single-family home would be a raised-ranch and that the proposed basement is more than 50% above ground and therefore counted towards the total square footage that is permitted on the subject property.
- D. That petitioner testified that it is not feasible to lower the basement further into the ground due to the grade change on the subject property.
- E. That the Zoning Hearing Officer finds that petitioner had demonstrated sufficient evidence for a practical difficulty and particular hardship, as petitioner indicated that due to the grade change on the subject property, the proposed basement must be more than 50% above ground and therefore counted towards the total square footage that is permitted on the subject project.

#### STANDARDS FOR CONDITIONAL USES:

- 1. That the Zoning Board of Appeals finds that petitioner **has demonstrated** that the granting of the Conditional Use is in harmony with the general purpose and intent of the Zoning Ordinance, and will not be injurious to the neighborhood, detrimental to the public welfare, or in conflict with the County's comprehensive plan for development; and specifically, that the granting of the Conditional Use will not:
  - a. Impair an adequate supply of light and air to the adjacent property as petitioner **has demonstrated** that the proposed single-family home will meet all required setbacks and height requirements and will not impair an adequate supply of light and air to the adjacent properties.
  - b. Increase the hazard from fire or other dangers to said property as petitioner **has demonstrated** that they will receive a building permit for the proposed single-family home, and that it will be built pursuant to the current building codes.
  - c. Diminish the value of land and buildings throughout the County as petitioner **has demonstrated** that the proposed single-family home will be an added benefit to the neighborhood and will not diminish the value of land and buildings throughout the County.
  - d. Unduly increase traffic congestion in the public streets and highways as petitioner has demonstrated that the proposed single-family home will not unduly increase traffic

congestion in the public streets and highways.

- e. Increase the potential for flood damages to adjacent property as petitioner **has demonstrated** that the proposed single-family home will not increase the potential for flood damages to adjacent property.
- f. Incur additional public expense for flood protection, rescue or relief as petitioner **has demonstrated** that the proposed single-family home will not incur additional public expense for flood protection, rescue, or relief.
- g. Otherwise impair the public health, safety, comfort, morals, or general welfare of the inhabitants of DuPage County as petitioner **has demonstrated** that the proposed single-family home will not impair the public health, safety, comfort, morals or general welfare and will be an added benefit to the neighborhood.

### PETITIONER'S DEVELOPMENT FACT SHEET

**GENERAL ZONING CASE INFORMATION** 

CASE #/PETITIONER ZONING-24-000027 Bates

**ZONING REQUEST** Variation to increase the total Floor Area Ratio on the subject property from permitted 35% (approximately 2,135 sq. ft.) to approximately 39.59% (approximately 2,415 sq. ft.), for a new house with detached garage.

**OWNER** DANIEL BATES, 0S050 PAGE STREET, WINFIELD, IL 60187 / DANIEL BATES, 148 S PROSPECT STREET, WHEATON, IL 60187

ADDRESS/LOCATION 0S050 PAGE STREET, WINFIELD, IL 60187

**PIN** 05-18-200-039 / 05-18-200-040

TWSP./CTY. BD. DIST. MILTON DISTRICT 4

**ZONING/LUP** R-4 SF RES 0-5 DU AC

**AREA** 6,100 SQ. FT.

UTILITIES WATER AND SEWER

**PUBLICATION DATE** Daily Herald: MAY 21, 2024

PUBLIC HEARING WEDNESDAY, JUNE 5, 2024

#### ADDITIONAL INFORMATION:

Building: No Objections.

DUDOT: Our office has no jurisdiction in this matter.

Health: Our office has no jurisdiction in this matter.

Stormwater: No Objections with the concept of the petition. Additional information may

be required at time of permit application.

Public Works: Our office has no jurisdiction in this matter.

#### **EXTERNAL:**

City of Wheaton: *No Comments Received.*Village of Winfield: *No Comments Received.* 

Village of Carol Stream: Our office has no jurisdiction in this matter.

Milton Township: No Comments Received.

Township Highway: No Objections with the concept of the petition. Additional

information may be required at time of permit application.

Winfield Fire Dist.: *No Comments Received*. Sch. Dist. 200: *No Comments Received*.

Forest Preserve: "The Forest Preserve District of DuPage County staff has reviewed the information provided in this notice and due to the sizable distance between the subject property and District property, we do not have any specific comments. Thank you."

### **GENERAL BULK REQUIREMENTS:**

# REQUIREMENTS: REQUIRED EXISTINGPROPOSED

Floor Area Ratio: 2,135 SQ. FT. N/A APPROX. 2,415 SQ. FT.

### LAND USE

# Location Zoning Existing Use LUP

Subject R-4 SF RES HOUSE 0-5 DU AC

North R-4 SF RES HOUSE 0-5 DU AC

South R-4 SF RES HOUSE 0-5 DU AC

East PAGE STREET AND BEYOND R-4 SF RES HOUSE 0-5 DU AC West PUBLIC ROW AND BEYOND R-4 SF RES HOUSE 0-5 DU AC

WHEREAS, the Zoning Hearing Officer, having considered in relation to the above and at the recommendation meeting held on June 5, 2024, recommends to approve the following zoning relief:

Variation to increase the total Floor Area Ratio on the subject property from permitted 35% (approximately 2,135 sq. ft.) to approximately 39.59% (approximately 2,415 sq. ft.), for a new house with detached garage.

#### **Subject to the following conditions:**

- 1. That the property be developed in accordance with the petitioner's site plan made part of Zoning Petition #ZONING-24-000027 Bates dated June 5, 2024.
- 2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.
- 3. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

### **ZHO Recommendation to Approve**

WHEREAS, the County Board Development Committee on June 18, 2024, considered the above findings and recommendations of the Zoning Hearing Officer and recommends to

concur with the findings and recommends to approve the following zoning relief:

Variation to increase the total Floor Area Ratio on the subject property from permitted 35% (approximately 2,135 sq. ft.) to approximately 39.59% (approximately 2,415 sq. ft.), for a new house with detached garage.

### **Subject to the following conditions:**

- 1. That the property be developed in accordance with the petitioner's site plan made part of Zoning Petition #ZONING-24-000027 Bates dated June 5, 2024.
- 2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.
- 3. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

## Development Committee VOTE (to Approve): 4 Ayes, 0 Nays, 2 Absent

NOW, THEREFORE, BE IT ORDAINED by the County Board of DuPage County, Illinois that the following zoning relief be granted:

Variation to increase the total Floor Area Ratio on the subject property from permitted 35% (approximately 2,135 sq. ft.) to approximately 39.59% (approximately 2,415 sq. ft.), for a new house with detached garage, on the property hereinafter described:

LOT 25 AND 26 IN THE FIRST ADDITION TO NORTHWEST ADDITION TO WHEATON, BEING A SUBDIVISION IN SECTIONS 7 AND 18, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1925, AS DOCUMENT 195881 IN DUPAGE COUNTY, ILLINOIS; and

#### The Zoning Relief is subject to the following conditions:

- 1. That the property be developed in accordance with the petitioner's site plan made part of Zoning Petition #ZONING-24-000027 Bates dated June 5, 2024.
- 2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.
- 3. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

BE IT FURTHER ORDAINED by the County Board of DuPage County, Illinois that should any section, clause or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid; and

BE IT FURTHER ORDAINED that a certified copy of this Ordinance be transmitted by the County Clerk to the DuPage County Finance Department; DuPage County Auditor; DuPage County Treasurer; Paul J. Hoss, Zoning; State's Attorney's Office; DuPage County Health Department; DuPage County Division of Transportation; DANIEL BATES, 0S050 PAGE STREET, WINFIELD, IL 60187 / DANIEL BATES, 148 S PROSPECT STREET, WHEATON, IL 60187; and Township Assessor, Milton Township, 1492 N. Main Street, Wheaton, IL 60187.

RESULT: APPROVED

MOVER: Sam Tornatore

**SECONDER:** Jim Zay

**AYES:** Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Garcia,

Gustin, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore,

Yoo, and Zay

**ABSENT:** Evans, and Galassi

# 12.E. **DC-O-0043-24**

T-1-24 Text Amendments (a) to the DuPage County Zoning Ordinance: To approve the following zoning relief:

Zoning Petition T-1-24 (a) proposed text amendments to the DuPage County Zoning Ordinance relative to places of assembly, restaurants, fences, passenger and commercial vehicles, video gaming regulations, accessory structures and buildings, and historic lots of record. (Waive First Reading)

ZBA VOTE (to Approve): 7 Ayes, 0 Nays, 0 Absent

Development Committee VOTE (to Approve): 4 Ayes, 0 Nays, 2 Absent

**RESULT:** APPROVED AS AMENDED

MOVER: Sam Tornatore SECONDER: Yeena Yoo

**AYES:** Chaplin, Childress, Cronin Cahill, DeSart, Eckhoff, Garcia,

Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore, Yoo,

and Zay

NAY: Covert, and Gustin ABSENT: Evans, and Galassi

### 13. ECONOMIC DEVELOPMENT - LAPLANTE

Committee Update

### 14. ENVIRONMENTAL - RUTLEDGE

Committee Update

#### 15. ETSB - SCHWARZE

Committee Update

### 15.A. **ETS-R-0045-24**

Resolution approving the sale of surplus items, legacy APX7000 portable radios, from

the County of DuPage on behalf of the Emergency Telephone System Board of DuPage County to the Board of Trustees of Illinois State University on behalf of Illinois State University, Emergency Management.

WHEREAS, the DuPage County Emergency Telephone System Board ("DU PAGE ETSB") is an emergency telephone system board, established pursuant to Section 15.4 of the Local Government Emergency Telephone System Act, 50 ILCS 750/15.4 ("Act"); and

WHEREAS, the DU PAGE ETSB is authorized and empowered, pursuant to Section 15.4 (b) of the Act to plan, implement, upgrade, and maintain an Emergency 9-1-1 System for citizens of the County of DuPage and portions of Cook, Kane and Will counties; and

WHEREAS, DuPage County is the ultimate owner of property purchased with 9-1-1 surcharge funds; and

WHEREAS, the DU PAGE ETS Board previously designated 519 portable radios listed on Attachment A of this resolution as surplus in ETS Resolutions ETS-R-0005-24 and ETS-R-0043-24; and

WHEREAS, the 9-1-1 System Coordinator recommends DU PAGE ETS Board approval for the sale of five hundred nineteen (519) portable radios listed on Attachment A of this resolution to the Board of Trustees of Illinois State University on behalf of Illinois State University Emergency Management; and

WHEREAS, after consultation with the Procurement Office and Finance Director, DuPage County finds and determines that the Surplus Items are no longer necessary and cannot be utilized by another office or department of County government.

NOW THEREFORE, BE IT RESOLVED, that DU PAGE ETS BOARD approves the sale of five hundred nineteen (519) portable radios on Attachment A to the Board of Trustees of Illinois State University on behalf of Illinois State University Emergency Management.

RESULT: APPROVED

MOVER: Greg Schwarze

SECONDER: Patty Gustin

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

## 16. HUMAN SERVICES - SCHWARZE

Committee Update

# 16.A. HS-R-0015-24

Approval of issuance of payments by DuPage County to energy assistance providers through the Low-Income Home Energy Assistance Program (LIHEAP) State Grant PY25 Inter-Governmental Agreement No. 25-254028 in the amount of \$3,092,083. (Community Services)

WHEREAS, the County of DuPage receives grant funds and administers the Low-Income Home Energy Assistance Program State Grant PY25, Inter-Governmental Agreement No. 25-254028, Company 5000 - Accounting Unit 1495; and

WHEREAS, the energy assistance budget for the Low-Income Home Energy Assistance Program State Grant PY25, Inter-Governmental Agreement No. 25-254028 is \$3,092,083 (THREE MILLION, NINETY-TWO THOUSAND, EIGHTY-THREE AND NO/100 DOLLARS); and

WHEREAS, the Illinois Department of Commerce and Economic Opportunity reviews energy assistance applications and directs the County as to the payment amount and the energy assistance provider to be paid; and

WHEREAS, all payments made for the program are based on payment registers received from the Illinois Department of Commerce and Economic Opportunity; and

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of payments for the Low-Income Home Energy Assistance Program State Grant PY25, Inter-Governmental Agreement No. 25-254028, for the period June 1, 2024 through August 31, 2025 for energy assistance, in amounts not to exceed the total grant energy assistance budget.

NOW, THEREFORE, BE IT RESOLVED, that individual payments to provide energy assistance in accordance with the Low-Income Home Energy Assistance Program State Grant PY25, Inter-Governmental Agreement No. 25-254028, Company 5000 - Accounting Unit 1495, for the period June 1, 2024 through August 31, 2025, for Community Services/LIHEAP, be and it is hereby approved for issuance to the providers on the approved State of Illinois Registers, in amounts not exceeding the grant total of \$\$3,092,083 (THREE MILLION, NINETY-TWO THOUSAND, EIGHTY-THREE AND NO/100 DOLLARS);

RESULT:	APPROVED
---------	----------

MOVER: Greg Schwarze SECONDER: Dawn DeSart

**AYES:** Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Garcia,

Gustin, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore,

Yoo, and Zay

**ABSENT:** Evans, and Galassi

# 16.B. **HS-P-0022-24**

Recommendation for the approval of a contract issued to Benevate, Inc. D/B/A Neighborly Software, for the purchase of a grants management software system, for Community Development, for the period of July 1, 2024 through June 30, 2025, for a contract total of \$45,000, per renewal of RFP # 21-011-CD, third and final renewal. (Community Services)

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

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a contract to Benevate, Inc. D/B/A Neighborly Software, for the purchase of a Grants Management Software System, for the period of July 1, 2024 through June 30, 2025.

NOW, THEREFORE BE IT RESOLVED, that County Contract covering said, for the purchase of a Grants Management Software System, for the Community Development Division of Community Services, be, and it is hereby approved for issuance of a contract by the Procurement Division to Benevate, Inc. D/B/A Neighborly Software, 3423 Piedmont Road NE, Suite 550 Atlanta, GA 30305 for a contract total amount not exceed \$45,000.00, for the period of July 1, 2024 through June 30, 2025, per renewal of RFP #21 -011-CD, third and final of three optional one-year renewals.

RESULT: APPROVED

MOVER: Greg Schwarze

SECONDER: Yeena Yoo

AYES: Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Garcia,

Gustin, Krajewski, Ozog, Rutledge, Schwarze, Tornatore, Yoo, and

Zay

**ABSENT:** Evans, Galassi, and LaPlante

# 16.C. <u>HS-P-0023-24</u>

Recommendation for the approval of a contract purchase order issued to The Standard Companies, for trash can liners, for the DuPage Care Center, for the period July 14, 2024 through July 13, 2025, for an amount not to exceed \$75,000, under bid renewal #21-036-FM, second of two one-year optional renewals.

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

policy; and

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a contract to The Standard Companies, to provide trash can liners, for the period of July 14, 2024 through July 13, 2025, for the DuPage Care Center.

NOW, THEREFORE BE IT RESOLVED, that said contract is to provide trash can liners, for the period of July 14, 2024 through July 13, 2025, for the DuPage Care Center, per bid renewal #21-036-FM, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division, The Standard Companies, 2601 South Archer Avenue, Chicago, Illinois 60608, for a contract total amount of \$75,000.00.

**RESULT:** APPROVED **MOVER:** Greg Schwarze

**SECONDER:** Jim Zay

**AYES:** Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Garcia,

Gustin, Krajewski, Ozog, Rutledge, Schwarze, Tornatore, Yoo, and

Zay

**ABSENT:** Evans, Galassi, and LaPlante

### 16.D. **HS-P-0024-24**

Recommendation for the approval of a contract purchase order to Equipment International Ltd., for aseptic barrier washer extractors, for the DuPage Care Center, for the period June 26, 2024 through November 30, 2024, for an amount not to exceed \$260,090, per bid #24-067-FM. (Partially grant funded - \$200,000 to be reimbursed, per grant SD230048)

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

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a contract to Equipment International Ltd, for aseptic barrier washer extractors, for the period of June 19, 2024 through November 30, 2024, for DuPage Care Center.

NOW, THEREFORE BE IT RESOLVED, that said contract is for aseptic barrier washer extractors, for the period of June 26, 2024 through November 30, 2024 for DuPage Care Center per bid #24-067-FM, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Equipment International Ltd, 8778 Ferris Avenue, Morton Grove, Illinois 60053, for a contract total amount of \$260,090.00.

RESULT: APPROVED

MOVER: Greg Schwarze

**SECONDER:** Jim Zay

AYES: Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Garcia,

Gustin, Krajewski, Ozog, Rutledge, Schwarze, Tornatore, Yoo, and

Zay

**ABSENT:** Evans, Galassi, and LaPlante

## 17. JUDICIAL AND PUBLIC SAFETY - EVANS

Committee Update

# 17.A. **JPS-CO-0006-24**

Recommendation for the approval of a change order amending purchase order 5308-0001 SERV, issued to Logicalis, Inc., for management of the remote Disaster Recovery environment, to increase the purchase order in an amount of \$24,474.54, resulting in an amended purchase order total amount of \$1,104,525.22, a cumulative increase of 3.26%. (Clerk of the Circuit Court)

WHEREAS, County Contract 5308-0001 SERV was approved by the Judicial and Public Safety Committee on May 25, 2021; and

WHEREAS, the Judicial and Public Safety Committee recommends changes as stated in the Change Order Notice to County Contract 5308-0001 SERV, issued to Logicalis, Inc., for management of the remote Disaster Recovery environment, for the Clerk of the Circuit Court, to replicate 3 additional servers and increase the contract by \$24,474.54 resulting in an amended contract total of \$1,104,525.22, an increase of 2.27%.

NOW, THEREFORE BE IT RESOLVED, that the County Board adopt the Change Order Notice to County Contract 5308-0001 SERV, issued to Logicalis, Inc., for management of the remote Disaster Recovery environment, for the Clerk of the Circuit Court, to replicate 3 additional servers and increase the contract by \$24,474.54 resulting in an amended contract total of \$1,104,525.22, an increase of 2.27%.

RESULT: APPROVED

MOVER: Grant Eckhoff

SECONDER: Patty Gustin

**AYES:** Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Garcia,

Gustin, Krajewski, Ozog, Rutledge, Schwarze, Tornatore, Yoo, and

Zay

**ABSENT:** Evans, Galassi, and LaPlante

## 17.B. **JPS-CO-0007-24**

Amendment to Purchase Order 2846-0001 SERV, issued to Journal Technologies, Inc., for a case management system, to increase contract in the amount of \$12,676.38 for additional licenses, for a new contract total amount of \$892,725.76, an increase of 1.44%.

(Public Defender's Office)

WHEREAS, Purchase Order 2846-0001 SERV was issued to Journal Technologies, Inc. on November 14, 2017, by the Procurement Department; and

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for a Change Order to amend purchase order 2846-0001 SERV, to increase the contract total in the amount of \$12,676.38, for the Public Defender's Office.

NOW, THEREFORE, BE IT RESOLVED, that the County Board adopts the Change Order increasing Contract Purchase Order 2846-0001 SERV, issued to Journal Technologies, Inc., in the amount of \$12,676.38, resulting in an amended contract total amount of \$892,725.76.

RESULT: APPROVED

MOVER: Grant Eckhoff

SECONDER: Paula Garcia

**AYES:** Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Garcia,

Gustin, Krajewski, Ozog, Rutledge, Schwarze, Tornatore, Yoo, and

Zay

**ABSENT:** Evans, Galassi, and LaPlante

### 17.C. **JPS-R-0013-24**

Authorization of a Memorandum of Understanding between the Illinois Law Enforcement Alarm System (ILEAS) and the County of DuPage. (Office of Homeland Security and Emergency Management)

WHEREAS, the ILLINOIS LAW ENFORCEMENT ALARM SYSTEM (ILEAS), 1701 East Main Street, Urbana, Illinois 61802, is a public agency of the State of Illinois created by various local law enforcement agencies throughout the State of Illinois pursuant to the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.); and

WHEREAS, the County of DuPage (County) is a unit of local government organized as a county under township organization as set forth in the Counties Code, the corporate powers of which are exercised by its County Board; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. encourages and authorizes units of local government to cooperate and enter into agreements to promote the public welfare and accomplish the mission of local government; and

WHEREAS, ILEAS' mission is to coordinate statewide mutual aid response of member law enforcement agencies; and

WHEREAS, ILEAS purchases equipment to further its mission, including supporting law enforcement, emergency managers, and other emergency responders with

communications assets; and

WHEREAS, ILEAS serves as a fiduciary agency to the Illinois Homeland Security and Advisory Council (HSAC) for the purchase, maintenance, and tracking of certain communications assets; and

WHEREAS, ILEAS identified a need for placing rapidly-deployable communications vehicles ("RapidComm") in various regions throughout the State of Illinois to provide prompt response to emergencies, disasters, and other calls from law enforcement, emergency managers, or other first responders for mutual aid; and

WHEREAS, in case of an emergency or disaster arising within the jurisdictional territories of the County or other public agencies, cities, political subdivisions, or taxing districts of the State, it is often desirable and necessary to require additional equipment and personnel beyond that which each individual public agency, city, political subdivision, or taxing district of the State is able to furnish from its own resources, to combat such an emergency or disaster; and

WHEREAS, ILEAS selected the DuPage County Office of Homeland Security and Emergency Management (OHSEM) to design, assemble, and become the custodial agency for the first RapidComm vehicle; and

WHEREAS, ILEAS has since identified a need for placing two additional RapidComm vehicles in various regions throughout the State of Illinois to provide prompt response to emergencies, disasters, and other calls from law enforcement, emergency managers, or other first responders for mutual aid; and

WHEREAS, ILEAS considers it critically important that all RapidComm vehicles be constructed in a uniform and standardized manner, barring any technological upgrades or changes due to lessons learned, to ensure interoperability and interchangeability during deployment and use; and

WHEREAS, ILEAS will purchase and provide said vehicles and equipment for assembly prior to being assigned to custodial agencies in regions of Illinois; and

WHEREAS, OHSEM has the experience of assembling the prototype "RapidComm" for ILEAS; and

WHEREAS, OHSEM has the capability and capacity through its team of skilled volunteers willing and desiring to assemble the two additional "RapidComm" vehicles as an act of public service and goodwill at no charge to ILEAS or County; and

WHEREAS, County currently serves as the custodial agency for and keeps ready for service various ILEAS-owned assets which County uses locally, regionally, and Statewide; and

WHEREAS, ILEAS has stated its desire to express its gratitude to County for

assembling two additional RapidComm units; and

WHEREAS, County would be willing to be the custodial agency for additional communications assets if and when ILEAS were to provide them as gratitude and for service locally, regionally, and Statewide; and,

WHEREAS, ILEAS has offered, in recognition of the DuPage County OHSEM volunteers' goodwill and public service, to purchase and retain ownership of communications equipment in the value of approximately \$25,000 per assembled vehicle which ILEAS will provide on indefinite loan to DuPage County as the custodial agency for use to the County and region;

NOW, THEREFORE, BE IT RESOLVED, that the County Board accepts and approves the attached Agreement with ILEAS, 1701 East Main Street, Urbana, Illinois 61802.

RESULT: APPROVED Grant Eckhoff

**SECONDER:** Sheila Rutledge

AYES: Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Garcia,

Gustin, Krajewski, Ozog, Rutledge, Schwarze, Tornatore, Yoo, and

Zay

**ABSENT:** Evans, Galassi, and LaPlante

### 17.D. **JPS-P-0017-24**

Recommendation for the approval of a contract purchase order issued to Insight Public Sector, Inc., for the purchase of Getac Convertible Tablets, batteries, and chargers, for the Sheriff's Office, for the period of June 25, 2024 through June 24, 2025, for a contract total amount not to exceed \$47,819. Per Cooperative Purchasing Agreement Pricing, in compliance with 30 ILCS 525/2 "Governmental Joint Purchasing Act", Omnia Partners #23-6692-03. (Sheriff's Office)

WHEREAS, the County of DuPage, by virtue of its power set forth in the Counties Code (55 ILCS 5/1-1001 et seq.), is authorized to enter into this Agreement; and

WHEREAS, pursuant to the Governmental Joint Purchasing Act (30 ILCS 525/2), the County is authorized to enter into a Joint Purchasing Agreement for the purchase of Getac convertible tablets, batteries and chargers; and

WHEREAS, pursuant to an Intergovernmental Agreement between the County of DuPage and the OMNIA Partners (Cobb County) IT Products and Services, #23-6692-03, the County of DuPage will contract with Insight Public Sector, Inc.; and

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for the issuance of a contract to Insight Public Sector, Inc., for the purchase of Getac convertible tablets, batteries and chargers, for the period of June 25, 2024 through June 24, 2025, for the Sheriff's Office.

NOW, THEREFORE BE IT RESOLVED, that County contract, covering said for the purchase of Getac convertible tablets, batteries and chargers, for the period of June 25, 2024 through June 24, 2025, for the Sheriff Office, be, and it is hereby approved for issuance of a contract by the Procurement Division to Insight Public Sector, Inc., 2701 E. Insight Way, Chandler, AZ 85286-1230, for a contract total amount not to exceed \$47,819, per contract pursuant to the OMNIA Partners (Cobb County) IT Products and Services, #23-6692-03.

RESULT: APPROVED

MOVER: Grant Eckhoff

SECONDER: Patty Gustin

**AYES:** Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Garcia,

Gustin, Krajewski, Ozog, Rutledge, Schwarze, Tornatore, Yoo, and

Zay

**ABSENT:** Evans, Galassi, and LaPlante

# 17.E. **JPS-P-0018-24**

Recommendation for the approval of a contract issued to Diana Hightower, for Coordinator of the Family Violence Coordinating Council, for the period of July 1, 2024 through June 30, 2025, for a total contract amount of \$40,320. Grant funded. (18th Judicial Circuit Court)

WHEREAS, proposals have been taken 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 Diana Hightower, for Coordinator of the Family Violence Coordinating Council, for the period of July 1, 2024 through June 30, 2025, for the 18th Judicial Circuit Court.

NOW, THEREFORE BE IT RESOLVED, that said contract is for Coordinator of the Family Violence Coordinating Council, for the period of July 1, 2024 through June 30, 2025 for the 18th Judicial Circuit Court, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Diana Hightower, for a contract total amount not to exceed \$40,320.00. Grant funded.

RESULT: APPROVED

MOVER: Grant Eckhoff

SECONDER: Yeena Yoo

**AYES:** Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Garcia, Gustin, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore,

Yoo, and Zay

**ABSENT:** Evans, and Galassi

## 18. LEGISLATIVE - DESART

Committee Update

### 19. PUBLIC WORKS - GARCIA

Committee Update

# 19.A. **PW-R-0004-24**

Intergovernmental agreement between the County of DuPage, Illinois, and the Itasca Park District granting a permanent non-exclusive easement for the Rohlwing Road Multi-Use Path Project.

RESULT: APPROVED
MOVER: Paula Garcia
SECONDER: Dawn DeSart

AYES: Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Garcia,

Gustin, Krajewski, LaPlante, Ozog, Rutledge, Tornatore, Yoo, and

Zay

**ABSENT:** Evans, Galassi, and Schwarze

# 19.B. <u>PW-R-0005-24</u>

Resolution approving a consulting and cured-in-place pipe credit agreement with Insituform Technologies, USA, LLC, in connection with the County's OMNIA contract(s) for trenchless rehabilitation and maintenance of pipeline infrastructure.

WHEREAS, pursuant to the agreement approved on February 13, 2007 in Resolution #FI-0034-07, the County is authorized to work with OMNIA Partners, Public Sector, Inc. (OMNIA Partners) to secure multi-state volume purchasing contracts; and

WHEREAS, pursuant to said authorization, the County previously issued its Solicitation # RFP 23-065-PW for Trenchless Rehabilitation and Maintenance of Pipeline Infrastructure; and

WHEREAS, the County, as the Principal Procurement Agency partnered with OMNIA Partners, desires to make the resultant contract resulting from RFP 23-065-PW from the solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit, through OMNIA Partners'

cooperative purchasing program; and

WHEREAS, Insituform Technologies USA, LLC, a Delaware corporation ("ITUSA"), submitted a proposal in response to RFP # 23-065-PW, and was subsequently awarded the contract via Resolution # FI-R-0020-24; and

WHEREAS, pursuant to the contract awarded by Resolution # FI-R-0020-24, ITUSA has presented the attached Consulting and Cured-in-Place Pipe Credit Agreement (hereafter "AGREEMENT"), whereby the County will be credited for its costs and expenses incurred while working with ITUSA in meetings, presentations, and phone calls to provide support to drive use of the Omnia Agreement.

NOW THEREFORE IT BE RESOLVED by the DuPage County Board that the foregoing recitals are hereby incorporated herein and made a part hereof as findings of the Board; and

BE IT FURTHER RESOLVED that the DuPage County Chair is hereby directed and authorized to execute the attached AGREEMENT on behalf of the COUNTY, and the DuPage County Clerk is hereby authorized to attest thereto; and

BE IT FURTHER RESOLVED that two (2) certified original copies of this Resolution and the AGREEMENT be sent to the ITUSA, by and through the DuPage County Division of Public Works.

BE IT FURTHER RESOLVED that under the AGREEMENT, the County will receive a credit equal to 0.5% of all revenue generated by ITUSA under contracts procured through the OMNIA Agreement with other Public Agencies located in the State of Illinois, up to a maximum of \$150,000.00, and all such credit(s) will be applied to Public Works.

RESULT: APPROVED

MOVER: Paula Garcia

SECONDER: Sheila Rutledge

AYES: Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Garcia,

Gustin, Krajewski, LaPlante, Ozog, Rutledge, Tornatore, Yoo, and

Zay

**ABSENT:** Evans, Galassi, and Schwarze

### 19.C. **PW-P-0014-24**

Recommendation for the approval of a contract to Stewart Spreading, for the daily removal and land application of biosolids from both the Woodridge Greene Valley Wastewater Treatment Plant and the Knollwood Wastewater Treatment Plant, for the period of October 1, 2024 to September 30, 2028, for a total contract amount not to exceed \$2,095,000, per most qualified offer, per bid #19-148-PW, first of two 4-year options to renew.

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

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract to Stewart Spreading, for the daily removal and land application of biosolids from both the Woodridge Greene Valley Wastewater Treatment Plant and the Knollwood Wastewater Treatment Plant, for the period of October 1, 2024, to September 30, 2028.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, Stewart Spreading, for the daily removal and land application of biosolids from both the Woodridge Greene Valley Wastewater Treatment Plant and the Knollwood Wastewater Treatment Plant, for the period of October 1, 2024, to September 30, 2028, be, and it is hereby approved for issuance of a County Contract by the Procurement Division to Stewart Spreading, 3870 N. Route 71, Sheridan, Illinois 60551, for a contract total amount not to exceed \$2,095,000; per most qualified offer, per bid #19-148-PW, first of two 4-year options to renew.

RESULT: APPROVED
MOVER: Paula Garcia
SECONDER: Yeena Yoo

**AYES:** Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Garcia,

Gustin, Krajewski, LaPlante, Ozog, Rutledge, Tornatore, Yoo, and

Zay

**ABSENT:** Evans, Galassi, and Schwarze

### 19.D. **PW-P-0013-24**

Recommendation for the approval of a contract to Mid-American Water, to furnish and deliver Waterous Pacer Hydrants on an as-needed basis, for the DuPage County Public Works Underground Maintenance Department, for the period of June 26, 2024 to June 25, 2025, for a total contract amount not to exceed \$62,500, per lowest responsible bid #24-078-PW.

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

WHEREAS, the Public Works Committee recommends County Board approval

for the issuance of a contract to Mid-American Water, to furnish and deliver Waterous Pacer Hydrants on an as-needed basis for the DuPage County Public Works Underground Maintenance Department, for the period of June 26, 2024 to June 25, 2025.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to Mid-American Water, to furnish and deliver Waterous Pacer Hydrants on an as-needed basis for the DuPage County Public Works Underground Maintenance Department, for the period of June 26, 2024 to June 25, 2025, be, and it is hereby approved for issuance of a contract by the Procurement Division to Mid-American Water, 1500 Mountain Street, Aurora, Illinois 60502, for a total contract amount not to exceed \$62,500, per lowest responsible bid #24-078-PW.

RESULT: APPROVED
MOVER: Paula Garcia
SECONDER: Yeena Yoo

AYES: Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Garcia,

Gustin, Krajewski, LaPlante, Ozog, Rutledge, Tornatore, Yoo, and

Zay

**ABSENT:** Evans, Galassi, and Schwarze

### 19.E. **FM-P-0029-24**

Recommendation to award a contract to Enerwise Global Technologies, LLC, for participation in the Demand Response Program, contract for called emergency events, for approximately \$31,773, for the period of June 1, 2024 through May 31, 2025, per renewal option under RFP-23-012-FM. First option to renew. (Revenue paid to County)

WHEREAS, the Illinois State Constitution and Illinois General Assembly have authorized counties, including the County of DuPage (COUNTY), authority to perform various public functions, and to provide essential governmental services, for the benefit of its residents, property owners and businesses; and

WHEREAS, to accomplish the foregoing, the General Assembly authorized the County to operate, maintain and keep in repair necessary COUNTY buildings and to enter into agreements for said purposes pursuant to Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1106 et. seq.; and

WHEREAS, pursuant to said authority, the COUNTY has installed and operates several compression ignition internal combustion engines ("CI ICE") to provide standby emergency electrical power to COUNTY buildings in the event of electrical power disruptions; and

WHEREAS, the COUNTY's CI ICE are capable of providing electrical power, on short notice, to COUNTY buildings during periods of peak energy demand; which action

reduces the COUNTY's draw of electricity from the local electrical grid; and

WHEREAS, a private market exists for "Demand Response" programs, facilitated by curtailment service providers, in which participating CI ICE owners agree to operate their respective CI ICEs during periods of peak energy demand, (e.g., declared Energy Emergency Alerts per Federal regulations), to reduce the overall demand for electricity; and

WHEREAS, participants in Demand Response programs are paid regularly for their commitment to have electrical generation capacity available during such demand response events, together with additional compensation paid in accordance with the volume of electrical power generated during a demand response period; and

WHEREAS, proposals from curtailment service providers have been taken and processed in accordance with County Board policy; and

WHEREAS, the Public Works Committee recommends that the County Board approve the proposal from Enerwise Global Technologies, LLC. to participate in its Demand Response Program for a one-year period from June 1, 2024 through May 31, 2025, with three, one-year options to renew, in which the County will be enrolled in PJM's emergency capacity demand response program and be compensated at 85% of \$10.56/kW-Yr. for 2024-2025. The County will receive additional compensation of \$5,153.44/hr. for energy generated during all called events. Payments to the County will be made quarterly following the program year.

NOW, THEREFORE BE IT RESOLVED, that County RFP-23-012-FM for Facilities Management dated March 7, 2023, to participate in an electrical energy demand response program managed by Enerwise Global Technologies, LLC., for a one-year period from June 1, 2024 through May 31, 2025, is hereby approved for issuance by the County's Procurement Division to Enerwise Global Technologies, LLC., 1001 Fleet Street, Suite 400, Baltimore, MD 21202

BE IT RESOLVED, that the County Board Chair is hereby directed to execute the contract with Enerwise Global Technologies, LLC. and to further execute such other documents as necessary and, or, prudent to complete the transaction hereby authorized.

BE IT FURTHER RESOLVED that the County Clerk is hereby directed to transmit certified copies of this Resolution to Enerwise Global Technologies, LLC., 1001 Fleet Street, Suite 400, Baltimore, MD 21202; Nicholas Alfonso, State's Attorney's Office, and the Department of Public Works.

RESULT: APPROVED
MOVER: Paula Garcia
SECONDER: Yeena Yoo

AYES: Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Garcia,

Gustin, Krajewski, LaPlante, Ozog, Rutledge, Tornatore, Yoo, and

Zay

**ABSENT:** Evans, Galassi, and Schwarze

## 20. STORMWATER - ZAY

Committee Update

### 21. STRATEGIC PLANNING - COVERT

Committee Update

## 22. TECHNOLOGY - YOO

Committee Update

# 22.A. **TE-CO-0001-24**

Recommendation for the approval of an amendment to purchase order 6956-0001 SERV, issued to Toshiba Business Solutions, for multi-functional device equipment, supplies, software and service solutions, to increase the contract in the amount of \$261,678.69, to add a lease and usage line for ETSB and increase the lease and usage amounts for the Sheriff's Office, resulting in an amended contract total amount not to exceed \$1,761,678.69, an increase of 17.45%.

WHEREAS, County Contract 6956-0001 SERV was issued by the Procurement Department on March 12, 2024; and

WHEREAS, the Technology Committee recommends changes as stated in the Change Order Notice to County Contract 6956-1-SERV, issued to Toshiba Business Solutions, to provide multi-functional digital copiers and printers, to increase the contract to add a lease and usage line for ETSB and increase the lease and usage amounts for the Sheriff's Office in the amount of \$261,678.69, resulting in an amended contract total of \$1,761,678.69.

NOW, THEREFORE BE IT RESOLVED, that the County Board adopt the Change Order Notice to County Contract 6956-0001 SERV, issued to Toshiba Business Solutions, to provide multi-functional digital copiers and printers, to increase the contract to add a lease and usage line for ETSB and increase the lease and usage amounts for the Sheriff's Office in the amount of \$261,678.69, resulting in an amended contract total of \$1,761,678.69.

RESULT: APPROVED

MOVER: Yeena Yoo

SECONDER: Liz Chaplin

**AYES:** Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Garcia,

Gustin, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore,

Yoo, and Zay

**ABSENT:** Evans, and Galassi

## 22.B. **TE-P-0008-24**

Recommendation for the approval of a contract to AT&T Mobility II LLC d/b/a AT&T Mobility - National Act, to provide wireless services including basic cellular voice, smart phones, wireless data, and push-to-talk, for County departments, for the period of July 25, 2024 through July 24, 2027, for a contract total amount not to exceed \$1,481,535, per the Intergovernmental Agreement between the County of DuPage and National Association of State Procurement Officers (NASPO) Master Agreement #149. This contract is subject to two (2) additional twelve (12) month renewals.

WHEREAS, the County of DuPage by virtue of its power set forth in the Counties Code (55 ILCS 5/1-1001 *et seq.*) is authorized to enter into this Agreement; and

WHEREAS, pursuant to the Governmental Joint Purchasing Act (30 ILCS 525/2), the County is authorized to enter into a Joint Purchasing Agreement for cellular services and wireless devices; and

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and the National Association of State Procurement Officers (NASPO) Master Agreement #149, the County of DuPage will contract with AT&T Mobility II LLC d/b/a AT&T Mobility - National Act; and

WHEREAS, the Technology Committee recommends County Board approval for the issuance of a contract to AT&T Mobility II LLC d/b/a AT&T Mobility - National Act, FOR cellular services and wireless devices, for the period of July 25, 2024 through July 24, 2027, for Information Technology and other DuPage County Departments.

NOW, THEREFORE BE IT RESOLVED, that County contract, covering said for cellular services and wireless devices, for the period of July 25, 2024 through July 24, 2027, for Information Technology and other DuPage County Departments, be, and it is hereby approved for issuance of a contract by the Procurement Division to AT&T Mobility II LLC d/b/a AT&T Mobility - National Act, PO 225 W. Randolph Street, Chicago, IL 60606, for a contract total amount not to exceed \$1,481,535.00, per contract pursuant to the National Association of State Procurement Officers (NASPO) Master Agreement #149.

RESULT: APPROVED
MOVER: Yeena Yoo
SECONDER: Patty Gustin

**AYES:** Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Garcia,

Gustin, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore,

Yoo, and Zay

**ABSENT:** Evans, and Galassi

### 23. TRANSPORTATION - OZOG

Committee Update

## 23.A. <u>DT-R-0028-24</u>

Resolution authorizing the acceptance of an assignment of easement from the Village of Lisle to the County of DuPage, for sidewalk improvements along CH 40/College Road, Section 23-SDWLK-07-SW.

WHEREAS, on May 14, 2024, the DuPage County Board declared by Ordinance that the attached Temporary Assignment of Easement "is necessary or convenient for it to use, occupy or improve property" related to the sidewalk improvements along College Road; and

WHEREAS, on June 3, 2024, the Village of Lisle, passed a Resolution authorizing this Temporary Assignment of Easement to DuPage County for the sidewalk improvements along College Road; and

WHEREAS, the COUNTY is authorized to accept the attached Temporary Assignment of Easement pursuant to the authority granted in Article VII, Section 10 of the Illinois Constitution of 1970, the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq. and the TRANSFER ACT.

NOW, THEREFORE, BE IT RESOLVED by the County Board of DuPage County, Illinois that the recitals set forth above are incorporated herein and made a part hereof; and

BE IT FURTHER RESOLVED that the DuPage County Board accepts this Temporary Assignment of Easement on behalf of DuPage County; and

BE IT FURTHER RESOLVED that the County Engineer is hereby authorized to sign said Temporary Assignment of Easement and execute any other documents necessary and pertinent to said acceptance; and

BE IT FURTHER RESOLVED that the Clerk is hereby directed to transmit two duplicate originals of this Resolution and Temporary Assignment of Easement to the Village of Lisle, by and through the Division of Transportation.

RESULT: APPROVED
MOVER: Mary Ozog
SECONDER: Patty Gustin

**AYES:** Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Garcia,

Gustin, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore,

Yoo, and Zay

**ABSENT:** Evans, and Galassi

#### **Motion to Combine**

Member Ozog moved and Member Cahill seconded a motion to combine Transportation items 23B through 23E. The motion was approved by voice vote, all "ayes." Members Evans and Galassi were absent.

# 23.B. **DT-P-0042-24**

Recommendation for the approval of a contract purchase order to Auto Tech Centers, Inc., to furnish and deliver Goodyear tires, as needed for the Division of Transportation, for the period July 1, 2024 through June 30, 2025, for a contract total not to exceed \$175,000. Contract pursuant to the Intergovernmental Cooperation Act (NASPO Contract #24155).

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and National Association of State Procurement Officers (NASPO), the County of DuPage will contract with Auto Tech Centers, Inc.; and

WHEREAS, the Transportation Committee recommends County Board approval for the issuance of a contract to Auto Tech Centers, Inc., to furnish and deliver Goodyear tires, as needed for the Division of Transportation, for the period July 1, 2024 through June 30, 2025.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver Goodyear tires, as needed for the Division of Transportation, for the period July 1, 2024 through June 30, 2025, is hereby approved for issuance to Auto Tech Centers, Inc., 4005 West Elm Street, McHenry, Illinois 60050, for a contract total not to exceed \$175,000.00.

RESULT: APPROVED
MOVER: Mary Ozog
SECONDER: Paula Garcia

AYES: Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Garcia,

Gustin, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore,

and Zay

**ABSENT:** Evans, Galassi, and Yoo

## 23.C. <u>DT-P-0041-24</u>

Recommendation for the approval of a contract to Snap-on Industrial, to furnish and deliver Snap-on tools and diagnostic equipment, as needed, for the Division of Transportation, for the period of July 1, 2024 through June 30, 2025, for a contract total not to exceed \$30,000. Contract pursuant to the Intergovernmental Cooperation Act (Sourcewell contract # 121223).

WHEREAS, pursuant to an Intergovernmental Agreement between the County of DuPage and National Joint Powers Association (Sourcewell), the County of DuPage will contract with Snap-on Incorporated, d/b/a IDSC Holdings LLC, d/b/a Snap-on Industrial, a Division of IDSC Holdings, LLC; and

WHEREAS, the Transportation Committee recommends County Board approval

for the issuance of a contract to Snap-on Incorporated, d/b/a IDSC Holdings LLC, d/b/a Snap-on Industrial, a Division of IDSC Holdings, LLC to furnish and deliver Snap-On tools and diagnostic equipment, as needed, for the Division of Transportation.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver Snap-On tools and diagnostic equipment, as needed, for the Division of Transportation, is hereby approved for issuance to Snap-on Incorporated, d/b/a IDSC Holdings LLC, d/b/a Snap-on Industrial, a Division of IDSC Holdings, LLC, 2801 80th Street, Kenosha, Wisconsin 53143, for a contract total not to exceed \$30,000.00; per Sourcewell contract # 121223.

RESULT: APPROVED

MOVER: Mary Ozog

SECONDER: Paula Garcia

**AYES:** Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Garcia,

Gustin, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore,

and Zay

**ABSENT:** Evans, Galassi, and Yoo

### 23.D. **DT-P-0043-24**

Recommendation for the approval of a contract to H.W. Lochner, Inc., to provide Professional Concept and Phase I Engineering Services, to the Division of Transportation, for the 31st Street multiuse path- from Highland Avenue to Meyers Road, Section 11-00201-02-BT, for a contract total not to exceed \$358,415.10. Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Local Government Professional Services Selection Act, 50 ILCS 510/et seq.

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

WHEREAS, the COUNTY requires Professional Concept Development and Phase I Engineering Services, to the Division of Transportation for the 31st Street Multi-Use Trail, from Highland Ave to Meyers Road, Section 11-00201-02-BT; and

WHEREAS, H.W. Lochner, Inc. (hereinafter CONSULTANT) has experience and expertise in this area and is in the business of providing such professional concept and phase I engineering services, and is willing to perform the required services for an amount not to exceed \$358,415.10; and

WHEREAS, the COUNTY has selected the CONSULTANT in accordance with the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 *et seq.* and Section 2-353(1)(a) of the DuPage County Procurement Code; and

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Agreement between the County of DuPage and H.W. Lochner, Inc. be hereby

accepted and approved for a contract total not to exceed \$358,415.10 and that the DuPage County Board Chair is hereby authorized and directed to execute the Agreement on behalf of the COUNTY; and

BE IT FURTHER RESOLVED that an original copy of this Resolution and Agreement be transmitted to H.W. Lochner, Inc., 225 West Washington Street, Suite 1200, Chicago, Illinois 60606, by and through the Division of Transportation.

RESULT: APPROVED
MOVER: Mary Ozog

SECONDER: Paula Garcia

**AYES:** Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Garcia,

Gustin, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore,

and Zay

**ABSENT:** Evans, Galassi, and Yoo

### 23.E. **DT-P-0044-24**

Recommendation for the approval of a contract to EXP U. S. Services, Inc., to provide Professional Preliminary and Design Engineering Services, as needed, for the Division of Transportation, Section 24-DEENG-06-EG, for the period of June 25, 2024 through October 31, 2027, for a contract total not to exceed \$1,500,000. Professional Services (Architects, Engineers & Land Surveyors) vetted through a qualification-based selection process in compliance with the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 et seq.

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

WHEREAS, the COUNTY requires Professional Preliminary and Design Engineering Services, as needed, for the Division of Transportation, Section 24-DEENG-06-EG; and

WHEREAS, EXP U. S. Services, Inc. (hereinafter CONSULTANT) has experience and expertise in this area and is in the business of providing such Professional Preliminary and Design Engineering Services, and is willing to perform the required services for an amount not to exceed \$1,500,000.00; and

WHEREAS, the COUNTY has selected the CONSULTANT in accordance with the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 *et seq.* and Section 2-353(1)(a) of the DuPage County Procurement Code; and

WHEREAS, the Transportation Committee has reviewed and recommends approval of the attached Agreement at the specified amount, for a contract period of June 25, 2024 through October 31, 2027.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Agreement between the County of DuPage and EXP U. S. Services, Inc. be hereby accepted and approved for a contract total not to exceed \$1,500,000.00 and that the Chair of the DuPage County Board is hereby authorized and directed to execute the Agreement on behalf of the COUNTY and the DuPage County Clerk is hereby authorized to attest thereto; and

BE IT FURTHER RESOLVED that an original copy of this Resolution and Agreement be transmitted to EXP U. S. Services, Inc., 205 N. Michigan Avenue, Suite 3600, Chicago, Illinois 60601, by and through the Division of Transportation.

RESULT: APPROVED MOVER: Mary Ozog

**SECONDER:** Paula Garcia

**AYES:** Chaplin, Childress, Covert, Cronin Cahill, DeSart, Eckhoff, Garcia,

Gustin, Krajewski, LaPlante, Ozog, Rutledge, Schwarze, Tornatore,

and Zay

**ABSENT:** Evans, Galassi, and Yoo

## 23.F. **DT-O-0003-24**

Ordinance declaring the assignment of easement from the Village of Woodridge to the County of DuPage necessary and convenient to the County for sidewalk improvements along Hobson Road, under the Local Government Property Transfer Act, 50 ILCS 605/2.

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) proposes to realign sidewalk along Hobson Road (hereinafter referred to as PROJECT); and

WHEREAS, the COUNTY hereby determines that it is reasonable, necessary and

in the best interest of the COUNTY to acquire a temporary easement through assignment by the Village of Woodridge (hereinafter referred to as VILLAGE) for the PROJECT (See Exhibit A attached hereto); and

WHEREAS, the VILLAGE is empowered to assign its easement to the COUNTY upon a two-thirds vote of the VILLAGE'S Board pursuant to the authority conferred by the Local Government Property Transfer Act, 50 ILCS 605/0.01 *et seq*. (hereinafter "TRANSFER ACT"); and

WHEREAS, the COUNTY and the VILLAGE are municipalities as defined in Section 1 (c) of the TRANSFER ACT; and

WHEREAS, Section 2 of the TRANSFER ACT authorizes the conveyance of real property from one municipality to another municipality upon two-thirds vote of the corporate authorities of the transferor municipality; and

WHEREAS, as a condition precedent to a conveyance under Section 2 of the TRANSFER ACT, the transferee, the COUNTY, must first declare by ordinance "that it is necessary or convenient for it to use, occupy or improve" the real estate held by the transferor municipality.

NOW, THEREFORE, BE IT ORDAINED by the County Board of DuPage County, Illinois:

- 1. The recitals set forth above are incorporated herein and made a part hereof.
- 2. The COUNTY hereby declares that "it is necessary or convenient for it to use, occupy or improve" property owned by the VILLAGE as referenced in the attached AGREEMENT.
- 3. The DuPage County Chair is hereby authorized and directed to sign on behalf of the COUNTY, and the Clerk is hereby authorized to attest thereto, the ORDINANCE entitled "ORDINANCE DECLARING THE ASSIGNMENT OF EASEMENT FROM THE VILLAGE OF WOODRIDGE TO THE COUNTY OF DUPAGE NECESSAY AND CONVENIENT TO THE COUNTY OF DUPAGE FOR SIDEWALK IMPROVEMENTS ALONG HOBSON ROAD."
- 4. The Director of Transportation or his designee is hereby authorized to accept on behalf of DuPage County the assignment of temporary construction easements over a portion of the Village of Woodridge's property for the PROJECT and to execute any other documents necessary and pertinent to said ORDINANCE and shall take such action as may be necessary to carry out the terms of said ORDINANCE.
- 5. The Clerk is hereby directed to transmit a duplicate original of this authorizing Ordinance to the Village of Woodridge, by and through the Division of Transportation.

RESULT: APPROVED
MOVER: Mary Ozog
SECONDER: Paula Garcia

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

#### 24. DISCUSSION

#### 24.A. **24-1840**

PA99-0646 Pension Obligation Projections Required by the Local Government Wage Increase Transparency Act

RESULT:	NO ACTION REQUIRED
---------	--------------------

#### 25. OLD BUSINESS

#### The following members made comment:

Krajewski: Stormewater Phase 1 studies, grants

Zay: ARPA grants to municipalities

Gustin: Federal grants

25.A. Update by County Auditor White

Members of the County Board and Auditor William White engaged in a discussion.

#### 26. NEW BUSINESS

#### The following members made comment:

DeSart: Recognition of Sheriff, Coroner, and Sheryl Markay

Gustin: Sexual assault safety procedures

Chaplin: "Rescue 911" reenactment of DuPage CPR rescue

#### 27. EXECUTIVE SESSION

There was no Executive Session.

- 27.A. Pursuant to Open Meetings Act 5 ILCS 120/2 (c) (2) Collective Negotiating Matters
- 27.B. Pursuant to Open Meetings Act 5 ILCS 120/2 (c) (11) Litigation

#### 28. MEETING ADJOURNED

With no further business, the meeting was adjourned at 12:26 PM.

28.A. This meeting is adjourned to Tuesday, July 9th, 2024 at 10:00 a.m.

## Payment of Claims



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

AP255 Date: 06/21/24 Time: 11:34 JOB SUBMISSION PARAMETERS

User Name: DP\FNAXE Job Name: PMTHISTORY

Step Nbr: 1

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

AP255 Date 06/21/24 Pay Group 1000 GENERAL FUND PAY GROUP Time 11:35 Bank Account Payment History

USD

Page :

Payment Date Range 06/21/24 thru 06/21/24

Cash Code 1414 Bank 071923909 Payment Code ACH

Vendor	Invoice	Voucher	Auth PL	Due Date Dsc I	Date Scheduled Amount	Discount Amount Net	Payment Amount
Payment Numb 11557 06	er 531952 Paymen 1224 061824	t Date 06/21/24	Vendor IX 100 *** Pa	11557 06/20/24 yment Total	ABBATACOLA, ROBERT 1,003.00 1,003.00	Status Issu 0.00 0.00	ed 1,003.00 1,003.00
	er 531953 Paymen P7-CHY9-C93K 14-RDQN-JVVC		Vendor IX 100 IX 100 *** Pa	26753 07/16/24 07/14/24 yment Total	AMAZON CAPITAL SERVIC 102.41 339.12 441.53	ES Status Issu 0.00 0.00 0.00	ed 102.41 339.12 441.53
Payment Numb 14308 10		t Date 06/21/24	Vendor IX 100 *** Pa	14308 06/30/24 yment Total	PUBLIC SAFETY DIRECT 750.00 750.00	INC Status Issu 0.00	ed 750.00 750.00
Payment Numb 12313 06	er 531955 Paymen 1224 061824	t Date 06/21/24	Vendor IX 100 *** Pa	12313 06/20/24 yment Total	SULLIVAN, ANTHONY 612.00 612.00	Status Issu 0.00 0.00	ed 612.00 612.00
		*** Pa	4	e ACH Total yment Count	2,806.53 4	0.00	2,806.53

AP255 Date 06/21/24 Time 11:35 Pay Group 1000 GENERAL FUND PAY GROUP Bank Account Payment History USD Page

Payment Currency USD

06/21/24 thru 06/21/24 Payment Date Range

Cash Code 1414 Payment Code CHK Bank 071923909

rayment code cm	X						
Vendor In	voice	Voucher	Auth PL	Due Date Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 19712 CK1018 19712 CK1018	1193531 Payment 0 1	Date 06/21/24	Vendor IX 100 IX 100 *** Pa	19712 D 07/04/24 07/04/24 ayment Total	DPCO SHERIFF EXTRADIT 729.36 915.12 1,644.48	ION ACCT Status 0.00 0.00 0.00	3 Issued 729.36 915.12 1,644.48
Payment Number 12241 243844	1193532 Payment	Date 06/21/24	Vendor IX 100 *** Pa	12241 A 06/21/24 Ayment Total	A & P GREASE TRAPPERS 775.00 775.00	INC Status 0.00 0.00	3 Issued 775.00 775.00
Payment Number 11360 11087	1193533 Payment	Date 06/21/24	Vendor IX 100 *** Pa	11360 A 06/29/24 ayment Total	ADVANCED BOILER CONTR 568.00 568.00	OL SVC Statu: 0.00 0.00	568.00 568.00
Payment Number 41943 2249-1					AIR FILTER SOLUTIONS, 974.70 974.70		
Payment Number 33755 IN1-91 33755 IN1-91 33755 IN1-91	1193535 Payment 0359061 0359062 0359063	. Date 06/21/24	Vendor IX 100 IX 100 IX 100 *** Pa	33755 A 07/12/24 07/12/24 07/12/24 ayment Total	ALLIED UNIVERSAL TECH 280.00 1,008.00 336.00 1,624.00	NOLOGY Status 0.00 0.00 0.00 0.00	280.00 1,008.00 336.00 1,624.00
Payment Number 43804 208428 43804 208594 43804 208599 43804 208650	1193536 Payment	Date 06/21/24	Vendor IX 100 IX 100 IX 100 IX 100 X 100	43804 A 07/13/24 07/13/24 07/13/24 07/13/24 ayment Total	ALOHA DOCUMENT SERVIC 1,444.25 600.00 726.75 1,465.00 4,236.00	ES, INC Status 0.00 0.00 0.00 0.00 0.00 0.00	1,444.25 600.00 726.75 1,465.00 4,236.00
Payment Number 10671 178337	1193537 Payment	Date 06/21/24	Vendor IX 100 *** Pa	10671 A 06/29/24 Ayment Total	ALPHAGRAPHICS 16.00 16.00	Statu: 0.00 0.00	s Issued 16.00 16.00
Payment Number 11309 702976 11309 702983	1193538 Payment 4939 2937	Date 06/21/24	Vendor IX 100 IX 100 *** Pa	11309 A 06/30/24 07/10/24 ayment Total	APPLIED INDUSTRIAL 87.08 135.32 222.40	Statu: 0.00 0.00 0.00	87.08 135.32 222.40
Payment Number 12120 11200 12120 11201	1193539 Payment	Date 06/21/24	Vendor IX 100 IX 100 *** Pa	12120 A 06/17/24 06/17/24 ayment Total	ARCADIA TRAVEL & CRUI 326.48 1,285.90 1,612.38	SES INC Status 0.00 0.00 0.00	326.48 1,285.90 1,612.38
					ASHLAND DOOR SOLUTION 651.25 40.00 1,435.00 447.00		

AP255 Date 06/21/24 Time 11:35 Pay Group 1000 GENERAL FUND PAY GROUP Bank Account Payment History USD Page

Payment Currency USD

06/21/24 thru 06/21/24 Payment Date Range

Cash Code 1414 Bank 071923909

Payment Code CHK

Payment Number

1193551 Payment Date 06/21/24 Vendor

Vendor In	voice	Voucher	Auth PL	Due Date Dsc Da	te Scheduled Amount	Discount Amount	Net Pay	ment Amount
Payment Number	1193540 Payment	Date 06/21/24	Vendor *** Pa	22435 ayment Total	ASHLAND DOOR SOLUTION 2,573.25			
Payment Number 10008 667040	1193541 Payment 00901	Date 06/21/24	Vendor IX 100 *** Pa	10008 07/01/24 ayment Total	AT&T 869.20 869.20	Status 0.00 0.00	Issued	869.20 869.20
Payment Number 13111 BT2828	1193542 Payment 3943	Date 06/21/24	Vendor IX 100 *** Pa	13111 06/30/24 ayment Total	BAKER TILLY VIRCHOW K 123,940.50 123,940.50	0.00		123,940.50 123,940.50
Payment Number 10019 620353 10019 623808 10019 624432	33100		Vendor IX 100 IX 100 IX 100 X *** Pa	10019 06/12/24 06/17/24 06/21/24 ayment Total	CENTRAL DUPAGE HOSPIT 828.00 770.40 415.80 2,014.20	AL Status 0.00 0.00 0.00 0.00	Issued	828.00 770.40 415.80 2,014.20
32620 124861 32620 125259	95		Vendor IX 100 IX 100 *** Pa	32620 06/19/24 06/29/24 ayment Total	CHEM-WISE ECOLOGICAL 45.00 958.00	PEST Status 0.00 0.00 0.00	Issued	
Payment Number 12382 877120	1193545 Payment 00470472388061024	Date 06/21/24	Vendor IX 100 *** Pa	12382 07/10/24 ayment Total	COMCAST 278.40 278.40	Status 0.00 0.00		278.40 278.40
Payment Number 10028 CM1509 10028 I13545		Date 06/21/24	Vendor IX 100 IX 100 *** Pa	10028 07/07/24 07/04/24 ayment Total	DREISILKER ELECTRIC M 639.54- 1,279.08 639.54			639.54- 1,279.08 639.54
Payment Number 19161 JU 178	1193547 Payment 865		Vendor IX 100 *** Pa	19161 07/13/24 ayment Total	DUPAGE COUNTY HEALTH 450.00 450.00	Status 0.00 0.00	Issued	450.00 450.00
Payment Number 10335 634607	1193548 Payment 76461	Date 06/21/24	Vendor IX 100 *** Pa	10335 07/11/24 ayment Total	ECOLAB INC 1,437.70 1,437.70	Status 0.00 0.00		1,437.70
Payment Number 39220 001825	1193549 Payment 649-00		IX 100	39220 06/30/24 ayment Total	EDWARD HOSPITAL 399.00 399.00	Status 0.00 0.00		399.00 399.00
Payment Number 11196 8-521- 11196 8-528-		Date 06/21/24	Vendor IX 100 IX 100 *** Pa	11196 07/05/24 07/12/24 ayment Total	FEDEX 32.90 586.71 619.61	Status 0.00 0.00 0.00		32.90 586.71 619.61

11196

FEDEX

Status Issued

AP255 Date 06/21/24 Time 11:35 Pay Group 1000 GENERAL FUND PAY GROUP Bank Account Payment History USD Page

> Daymont Date Pange 06/21/24 +hru 06/21/24

Cash Code Payment Co

			Payment Date	Range	06/21/24	thru	06/21/24	
e 1414 Code CHK	Bank	071923909	-	J			Payment Currency	USD
coac cinc								

Vendor	Invoice	Voucher	Auth PL Due 1	Date Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Numbe 11196 8-5	er 1193551 Paymen 21-35271	t Date 06/21/24	Vendor 1 IX 100 07/0 *** Payment	1196 FE 5/24 Total	DEX 110.85 110.85	Status 0.00 0.00	110.85 110.85
Payment Numbe 34032 213	r 1193552 Paymen 199	t Date 06/21/24	Vendor 3 IX 100 07/1 *** Payment	4032 FI 9/24 Total	RST RESPONDERS WELLN 610.00 610.00	Status 0.00 0.00	Issued 610.00 610.00
Payment Numbe 39397 240 39397 240 39397 240	er 1193553 Paymen 11618 11656 11701	t Date 06/21/24	Vendor 3 IX 100 06/1 IX 100 06/1 IX 100 06/2 *** Payment	9397 GE 4/24 9/24 0/24 Total	HRKE TECHNOLOGY GROU 7,081.00 2,330.00 625.00 10,036.00	JP, INC. Status 0.00 0.00 0.00 0.00	7,081.00 2,330.00 625.00 10,036.00
Payment Numbe 27954 125 27954 125	er 1193554 Paymen 94370T107 94384T107	t Date 06/21/24	Vendor 2 IX 100 07/0 IX 100 07/0 *** Payment	7954 GR0 1/24 1/24 Total	OOT, INC  267.46  4,371.05  4,638.51	Status 0.00 0.00 0.00	Issued 267.46 4,371.05 4,638.51
Payment Numbe 10705 24-	er 1193555 Paymen -0020-18439	t Date 06/21/24	Vendor 1 IX 100 06/1 *** Payment	0705 НЕ 2/24 Total	Y & ASSOCIATES INC 4,500.00 4,500.00	Status 0.00 0.00	Issued 4,500.00 4,500.00
Payment Numbe 10566 202	er 1193556 Paymen 140501551	t Date 06/21/24	Vendor 1 IX 100 06/3 *** Payment	0566 IL: 0/24 Total	LINOIS STATE POLICE 56.50 56.50	Status 0.00 0.00	Issued 56.50 56.50
Payment Numbe 10673 INO	er 1193557 Paymen 12244167	t Date 06/21/24	Vendor 1 IX 100 07/0 *** Payment	0673 MI 6/24 Total	DLAND PAPER PACKAGIN 32,667.60 32,667.60	IG & Status 0.00 0.00	Issued 32,667.60 32,667.60
Payment Numbe 39742 449 39742 449	r 1193558 Paymen 95743-XRAY 95744-CARDIAC	t Date 06/21/24	Vendor 3 IX 100 06/3 IX 100 06/3 *** Payment	9742 MO: 0/24 0/24 Total	BILEXUSA 1,812.00 703.00 2,515.00	Status 0.00 0.00 0.00	Issued 1,812.00 703.00 2,515.00
Payment Numbe 39742 449	er 1193559 Paymen 195742-ULTRASOUND	t Date 06/21/24	Vendor 3 IX 100 06/3 *** Payment	9742 MO 0/24 Total	BILEXUSA 684.00	Status 0.00 0.00	Issued 684.00 684.00
	er 1193560 Paymen 5501 6616 6619 5742 5745	t Date 06/21/24	Vendor 3 IX 100 06/1 IX 100 06/2 IX 100 06/2 IX 100 07/0 IX 100 07/0 *** Payment	7860 MO 7/24 4/24 4/24 1/24 1/24 Total	NTERREY SECURITY 6,655.51 6,350.52 20,468.06 6,743.73 20,753.06 60,970.88	Status 0.00 0.00 0.00 0.00 0.00	Issued 6,655.51 6,350.52 20,468.06 6,743.73 20,753.06 60,970.88
Payment Numbe	er 1193561 Paymen					Status	

AP255 Date 06/21/24 Time 11:35 Pay Group 1000 GENERAL FUND PAY GROUP Bank Account Payment History USD

> 06/21/24 thru 06/21/24 Payment Date Range

Payment Currency USD

Cash Code 1414 Payment Code CHK Bank 071923909

Vendor In	voice	Voucher	Auth PL	Due Date Dsc	Date Scheduled Amount Disco	unt Amount Net	Payment Amount
Payment Number 37132 F10-52		ate 06/21/24	IX 100	37132 07/17/24 yment Total	OCV, LLC 9,995.00 9,995.00	Status Issu 0.00 0.00	ed 9,995.00 9,995.00
Payment Number 30904 146013	1193562 Payment Da	ate 06/21/24	IX 100	30904 07/17/24 yment Total	PB ELECTRONICS INC 531.00	Status Issu 0.00 0.00	ed 531.00 531.00
Payment Number	4 8 9 7 9		IX 100 IX 100 IX 100 IX 100 IX 100 IX 100 IX 100	11145 07/11/24 07/11/24 07/11/24 07/11/24 07/11/24 07/14/24 07/14/24 yment Total	RAY O'HERRON CO INC 463.25 419.78 562.78 403.23 414.79 455.00 1,407.09 4,125.92	Status Issu 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0	463.25 419.78 562.78 403.23 414.79 455.00 1,407.09 4,125.92
Payment Number 26160 CD5045	1193564 Payment Da 0546		IX 100	26160 07/12/24 yment Total	RESTEK CORPORATION 1,039.62 1,039.62	Status Issu 0.00 0.00	ed 1,039.62 1,039.62
Payment Number 12395 60928	1193565 Payment Da	ate 06/21/24	IX 100	12395 07/03/24 yment Total	WATCH SYSTEMS, LLC 596.40 596.40	Status Issu 0.00 0.00	ed 596.40 596.40
Payment Number 29895 14678	1193566 Payment Da	ate 06/21/24	IX 100	29895 07/17/24 yment Total	WELLSPRING CLOUD SOLUTIONS : 400.00	LLC Status Issu 0.00 0.00	ed 400.00 400.00
Payment Number 11985 5374 11985 5398 11985 5413 11985 5439	1193567 Payment D	ate 06/21/24	IX 100 IX 100 IX 100 IX 100	06/15/24 06/22/24	WHEATON LAUNDRY & CLEANERS 81.00 54.00 33.75 27.00 195.75	Status Issu 0.00 0.00 0.00 0.00 0.00	ed 81.00 54.00 33.75 27.00 195.75
		*** P		e CHK Total yment Count	279,570.39 37	0.00	279,570.39
		*** C		1414 Total yment Count	282,376.92 41	0.00	282,376.92
		*** Pay G		USD Total yment Count	282,376.92 41	0.00	282,376.92

AP255 Date: 06/21/24 Time: 11:35 JOB SUBMISSION PARAMETERS

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

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

AP255 Date 06/21/24 Pay Group 1100 GENERAL GOVERNMENT PAY GROUP USD Page
Time 11:36 Bank Account Payment History

Payment Date Range 06/21/24 thru 06/21/24

Cash Code 1414 Bank 071923909

Payment Code ACH

Vendor	Invoice	Voucher	Auth PL	Due Date Dsc Da	te Scheduled Amount	Discount Amount	Net Payment Amou
26753 1R3 26753 1R3	er 531956 Paymen 4K-J16J-DJYM 37-1LC4-RYFQ 37-1LC4-RYGN 7M-WLQH-RHGC	nt Date 06/21/24	Vendor IX 120 IX 120 IX 120 IX 120 *** Pa	26753 07/06/24 07/09/24 07/09/24 07/09/24 yment Total	AMAZON CAPITAL SERVIC 154.38 77.73 37.95 35.96 306.02	ES Status 0.00 0.00 0.00 0.00 0.00	Issued 154.3 77.7 37.9 35.9 306.0
		*** Pa		e ACH Total yment Count	306.02 1	0.00	306.0

AP255 Date 06/21/24 Time 11:36 Pay Group 1100 GENERAL GOVERNMENT PAY GROUP Bank Account Payment History USD Page

Payment Currency USD

06/21/24 thru 06/21/24 Payment Date Range

Cash Code 1414 Payment Code CHK Bank 071923909

Vendor	Invoice	Voucher Au	ith PL Due Date Dsc Dat	te Scheduled Amount Discount	Amount Net Paym	ent Amount
Payment Num 10104 D	nber 1193568 Paymen DUP-ENV 101	t Date 06/21/24 IX	Vendor 10104 K 170 06/14/24 *** Payment Total	ADDISON TOWNSHIP HIGHWAY DEPT 500.00 500.00	Status Issued 0.00 0.00	500.00
Payment Num 12104 2 12104 2 12104 2	2691744 2691748	IX	Vendor 12104 K 102 07/06/24 K 102 07/06/24 K 102 07/06/24 *** Payment Total	AIS TRUST ACCOUNT	Status Issued 0.00 0.00 0.00 0.00	100.00 100.00 100.00 300.00
Payment Num 39918 C 39918 C 39918 C 39918 C	CB46991 CB73440 CB84109	IX	Vendor 39918 K 120 07/04/24 K 120 07/06/24 K 120 07/07/24 K 120 07/07/24 *** Payment Total	COVETRUS NORTH AMERICA 246.78 150.03 435.15 83.15 915.11	Status Issued 0.00 0.00 0.00 0.00 0.00	246.78 150.03 435.15 83.15 915.11
	nber 1193571 Paymen: 3-508-32763 3-514-55605		Vendor 11196 K 120 06/21/24 K 120 06/28/24 *** Payment Total	FEDEX 24.59 73.15 97.74	Status Issued 0.00 0.00 0.00	24.59 73.15 97.74
Payment Num 43741 2		t Date 06/21/24 IX	K 102 06/30/24 *** Payment Total	HERVAS, CONDON & BERSANI, P.C. 857.50 857.50	Status Issued 0.00 0.00	857.50 857.50
Payment Num 36255 5		t Date 06/21/24 IX	Vendor 36255 K 102 07/10/24 *** Payment Total	O'HAGAN MEYER LLC 3,504.00 3,504.00	Status Issued 0.00 0.00	3,504.00 3,504.00
Payment Num 33979 4		t Date 06/21/24 IX	Vendor 33979 K 170 06/18/24 *** Payment Total	SAFEBUILT, LLC 1,257.30 1,257.30	Status Issued 0.00 0.00	1,257.30 1,257.30
Payment Num 43767 1		t Date 06/21/24 IX	Vendor 43767 K 102 07/06/24 *** Payment Total	SCHAIN BANKS KENNY & SCHWARTZ 2,499.00 2,499.00	Status Issued 0.00 0.00	2,499.00
Payment Num 10750 8	nber 1193576 Paymen 8007302826	t Date 06/21/24 IX	Vendor 10750 K 120 06/30/24 *** Payment Total	STERICYCLE INC 37.93 37.93	Status Issued 0.00 0.00	37.93 37.93
Payment Num 10228 2		t Date 06/21/24 IX	Vendor 10228 K 170 06/14/24 *** Payment Total	VILLAGE OF GLENDALE HEIGHTS - 650.00	Status Issued 0.00 0.00	650.00 650.00
Payment Num 10068 5	nber 1193578 Paymen <sup>:</sup> 5732115-0	t Date 06/21/24 IX	Vendor 10068 K 120 06/30/24	WAREHOUSE DIRECT, INC. 202.95	Status Issued 0.00	202.95

AP255 Date 06/21/24 Time 11:36 Pay Group 1100 GENERAL GOVERNMENT PAY GROUP Bank Account Payment History USD

> 06/21/24 thru 06/21/24 Payment Date Range

Cash Code 1414 Bank 071923909

Payment Code CHK

Payment Currency USD

Vendor	Invoice	Voucher A	Auth PL	Due Date Dsc	Date Scheduled Amount	Discount Amount Ne	et Payment Amount
Payment Numb	er 1193578 Payment	Date 06/21/24	Vendor *** Pa	10068 yment Total	WAREHOUSE DIRECT, INC 202.95	. Status Is	ssued 202.95
Payment Number 10037 03	er 1193579 Payment 6667-000 052424		Vendor IX 120 *** Pa	10037 06/23/24 Lyment Total	WHEATON SANITARY DIST: 243.05	RICT Status I: 0.00 0.00	ssued 243.05 243.05
		*** Pay	4	le CHK Total Lyment Count	11,064.58 12	0.00	11,064.58
		*** Cas		1414 Total yment Count	11,370.60 13	0.00	11,370.60
		*** Pay Gro		USD Total	11,370.60 13	0.00	11,370.60

AP255 Date: 06/21/24 Time: 11:36 JOB SUBMISSION PARAMETERS

User Name: DP\FNAXE Job Name: PMTHISTORY

Step Nbr: 3

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

AP255 Date 06/21/24 Time 11:36 Pay Group 1200 HEALTH AND WELFARE PAY GROUP Bank Account Payment History USD Page

Payment Currency USD

06/21/24 thru 06/21/24 Payment Date Range

Cash Code 1414 Bank 071923909

Vendor	Invoice	Voucher	Auth PL	Due Date Dsc Dat	te Scheduled Amount	Discount Amount	Net Paym	ment Amount
		Payment Date 06/21/24						746.11 746.11
Payment Nu 38093 38093 38093 38093 38093	mber 1193581 240010149015 240010151015 240010155008 240010156016 240010158012	Payment Date 06/21/24	Vendor IX 100	38093 06/27/24 06/29/24 07/03/24 07/04/24 07/06/24 syment Total	ALPHA BAKING COMPANY 198.58 145.34 144.17 100.06 95.98 684.13	Status 0.00 0.00 0.00 0.00 0.00 0.00	Issued	198.58 145.34 144.17 100.06 95.98 684.13
Payment Nu 11649	mber 1193582 97003508	Payment Date 06/21/24	Vendor IX 100 *** Pa	11649 06/30/24 yment Total	AMERICAN COMPRESSED G. 9.00	ASES INC Status 0.00 0.00	Issued	9.00 9.00
		Payment Date 06/21/24						
Payment Nu 18428	mber 1193584 EXP20240513	Payment Date 06/21/24	Vendor IX 100 *** Pa	18428 06/12/24 yment Total	CAMARO, JORGE O 50.00	Status 0.00 0.00	Issued	50.00 50.00
Payment Nu 10586 10586 10586 10586	mber 1193585 32979088 33078951 33156505 33158941	Payment Date 06/21/24	Vendor IX 100 IX 100 IX 100 IX 100 *** Pa	10586 05/18/24 06/20/24 07/13/24 07/14/24 Lyment Total	DIRECT SUPPLY INC 55.00 55.00-50.34 81.98 132.32	Status 0.00 0.00 0.00 0.00 0.00	Issued	55.00 55.00- 50.34 81.98 132.32
Payment Nu 10335	mber 1193586 6345699073	Payment Date 06/21/24	Vendor IX 100 *** Pa	10335 06/23/24 yment Total	ECOLAB INC 415.00 415.00	Status 0.00 0.00	Issued	415.00 415.00
Payment Nu 41373	mber 1193587 0015924-IN	Payment Date 06/21/24	Vendor IX 100 *** Pa	41373 06/27/24 yment Total	EQUIPMENT INTERNATION 330.00 330.00	AL LTD. Status 0.00 0.00	Issued	330.00 330.00
Payment Nu 11812 11812	mber 1193588 809776685 810000166	Payment Date 06/21/24	Vendor IX 100 IX 100 *** Pa					
20685 20685	mber 1193589 00874739 00875301 00875498	Payment Date 06/21/24	Vendor IX 100 IX 100 IX 100	20685 07/03/24 07/06/24 07/10/24	LAKESHORE DAIRY INC 506.21 506.35 506.35	Status 0.00 0.00 0.00	Issued	506.21 506.35 506.35

1193598 Payment Date 06/21/24

1193599 Payment Date 06/21/24 Vendor

Vendor

IX 100

IX 100

IX 100

IX 100

AP255 Date 06/21/24 Pay Group 1200 HEALTH AND WELFARE PAY GROUP USD Page Time 11:36 Bank Account Payment History

Payment Currency USD

PROFESSIONAL MEDICAL INC

1,170.66

SCHOEN, LORRAINE

398.10

407.74

364.82

22.46

Payment Date Range 06/21/24 thru 06/21/24

Cash Code 1414 Bank 071923909

Payment Code CHK

Payment Number

Payment Number

11409 2427576

11409 2427577

11409 2431401

25956 EXP20240408

Vendor	Invoice	Voucher	Auth PL	Due Date Dsc Date	Scheduled Amount	Discount Amount	Net Paymo	ent Amount
20685	mber 1193589 00875827 00875994	Payment Date 06/21/24	Vendor IX 100 IX 100 *** Pa	20685 L 07/13/24 07/14/24 ayment Total	AKESHORE DAIRY INC 487.81 561.41 2,568.13	Status 0.00 0.00 0.00	Issued	487.81 561.41 2,568.13
Payment Nu 25626	mber 1193590 EXP20240417	Payment Date 06/21/24	Vendor IX 100 *** Pa	25626 L 06/17/24 ayment Total	OMADILLA ANNABEL LE 22.46 22.46	ONIDA Status 0.00 0.00		22.46 22.46
Payment Nu 37413	mber 1193591 SIN021364	Payment Date 06/21/24	Vendor IX 100 *** Pa	37413 M 07/03/24 ayment Total	EALSUITE, INC. & SUB 99.00 99.00	S Status 0.00 0.00	Issued	99.00 99.00
Payment Nu 10299	mber 1193592 2319510095	Payment Date 06/21/24	Vendor IX 100 *** Pa	10299 M 06/17/24 ayment Total	EDLINE INDUSTRIES IN 7,018.44 7,018.44	C Status 0.00 0.00	Issued	7,018.44 7,018.44
Payment Nu 18307	mber 1193593 EXP20240522	Payment Date 06/21/24	Vendor IX 100 *** Pa	18307 M 06/21/24 ayment Total	IIELE, JEREMY 50.00 50.00	Status 0.00 0.00	Issued	50.00 50.00
Payment Nu 10098	mber 1193594 2024 LAIC 06142	Payment Date 06/21/24 4	Vendor IX 100 *** Pa	10098 N 07/14/24 ayment Total	IU OUTREACH 9,576.00 9,576.00	Status 0.00 0.00	Issued	9,576.00 9,576.00
39549 39549	mber 1193595 366942469001 368100807001 368573677001	Payment Date 06/21/24	Vendor IX 100 IX 100 IX 100 IX 100	39549 O 06/23/24 06/27/24 06/27/24 ayment Total	DP BUSINESS SOLUTION 230.41 28.93 123.06 382.40	S, LLC Status 0.00 0.00 0.00 0.00	Issued	230.41 28.93 123.06 382.40
38749	mber 1193596 5591522 5591523	Payment Date 06/21/24	Vendor IX 100 IX 100 *** Pa	38749 P 07/11/24 07/11/24 ayment Total	ERFORMANCE FOODSERVI 619.43 234.38 853.81	CE Status 0.00 0.00 0.00	Issued	619.43 234.38 853.81
Payment Nu 11878	mber 1193597 2687112	Payment Date 06/21/24	Vendor IX 100 *** Pa	11878 P 06/28/24 ayment Total	ESI 99.00 99.00	Status 0.00 0.00	Issued	99.00 99.00

11409

25956

07/07/24

07/07/24

07/19/24

06/17/24

\*\*\* Payment Total

398.10

407.74

364.82

22.46

1,170.66

Status Issued

Status Issued

0.00

0.00

0.00

0.00

0.00

AP255 Date 06/21/24 Pay Group 1200 HEALTH AND WELFARE PAY GROUP USD Page 3
Time 11:36 Bank Account Payment History

Payment Date Range 06/21/24 thru 06/21/24

Cash Code 1414 Bank 071923909

Payment Code CHK

Vendor Invoice Voucher Auth PL Due Date Dsc I	Date Scheduled Amount Discount	t Amount Net P	ayment Amount
Payment Number 1193599 Payment Date 06/21/24 Vendor 25956 *** Payment Total	SCHOEN, LORRAINE 22.46	Status Issue	d 22.46
Payment Number 1193600 Payment Date 06/21/24 Vendor 18544 18544 EXP20240617 IX 100 06/20/24 *** Payment Total	SINGH, SEREANA 50.00 50.00	Status Issue 0.00 0.00	50.00 50.00
Payment Number 1193601 Payment Date 06/21/24 Vendor 10555   10555 724388581	SYSCO FOOD SERVICES-CHICAGO		27.36 135.55 248.29 68.31 48.00 33.69 75.89 50.64 317.59 9.72 96.08 48.00 96.08 143.82 105.79 16.30 48.00 341.80 43.47 46.71 33.69 347.10 156.74 63.19 57.27 38.80 275.59

AP255 Date 06/21/24 Time 11:36 Pay Group 1200 HEALTH AND WELFARE PAY GROUP Bank Account Payment History USD Page

> 06/21/24 thru 06/21/24 Payment Date Range

Cash Code 1414 Bank 071923909

Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date Dsc	Date Scheduled Amount	Discount Amount	Net Payment Amount
10555 10555 10555 10555	mber 1193601 724442261 724442262 724443301 724453026 724453027	Payment Date 06/21/24	IX 100 IX 100 IX 100 IX 100	07/13/24 07/13/24 07/14/24 07/17/24	176.19	0.00 0.00 0.00 0.00	176.19 57.49 105.79 4.151.75
29088 29088		Payment Date 06/21/24	IX 100 IX 100 IX 100	29088 07/04/24 07/04/24 07/04/24 yment Total	THE AMERICAN BOTTLING 341.00 271.25 95.00 707.25	COMPANY Status 0.00 0.00 0.00 0.00	Issued 341.00 271.25 95.00 707.25
Payment Nu 18331	umber 1193603 EXP20240415	Payment Date 06/21/24	IX 100	18331 05/15/24 yment Total	TREJO, CAROL	Status 0.00	Issued 22.46 22.46
	umber 1193604 179199716	Payment Date 06/21/24	Vendor IX 100 *** Pa	11772 07/10/24 yment Total	ULINE 131.01 131.01	Status 0.00 0.00	Issued 131.01 131.01
		*** P	ayment Cod Pa	e CHK Total yment Count	47,504.69 25	0.00	47,504.69
		*** C		1414 Total yment Count	47,504.69 25	0.00	47,504.69
		*** Pay G		USD Total yment Count	47,504.69 25	0.00	47,504.69

AP255 Date: 06/21/24 Time: 11:36 JOB SUBMISSION PARAMETERS

User Name: DP\FNAXE Job Name: PMTHISTORY

Step Nbr: 5

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

AP255 Date 06/21/24 Pay Group 1400 JUDICIAL PAY GROUP Bank Account Payment History

USD

1

Page

Payment Date Range 06/21/24 thru 06/21/24

Payment Count

Cash Code 1414 Bank 071923909 Payment Code ACH

09

Vendor	Invoice	Voucher	Auth PL	Due Date Dsc Da	ate Scheduled Ar	mount Discount	Amount	Net Payment	Amount
Payment Numb 26753 1G	er 531957 Pay WP-CPFM-4QYX	yment Date 06/21/24	IX 130	26753 06/12/24 yment Total	AMAZON CAPITAL,	78.95	Status 0.00 0.00	Issued	78.95 78.95
		*** Pa	yment Cod	e ACH Total	78.95	5	0.00		78.95

AP255 Date 06/21/24 Time 11:36 Pay Group 1400 JUDICIAL PAY GROUP Bank Account Payment History USD

Page

06/21/24 thru 06/21/24 Payment Date Range

Cash Code 1414 Bank 071923909 Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date Dsc Da	te Scheduled Amount	Discount Amount	Net Payment	Amount
Payment Number 44130 UA.	r 1193605 Payment REF.HANSBERGER.0612	Date 06/21/24		44130 06/14/24 ment Total	HANSBERGER, KEVIN 35.00 35.00	Status 0.00 0.00		35.00 35.00
		*** Pa		CHK Total ment Count	35.00 1	0.00	:	35.00
		*** Ca		414 Total ment Count	113.95 2	0.00	1:	13.95
		*** Pay Gr	oup 1400 U	SD Total ment Count	113.95 2	0.00	1;	13.95

AP255 Date: 06/21/24 Time: 11:36 JOB SUBMISSION PARAMETERS

User Name: DP\FNAXE Job Name: PMTHISTORY

Step Nbr: 6

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

AP255 Date 06/21/24 Time 11:37 Pay Group 1500 HWY STREETS & BRIDGES PAY GRP USD Page Bank Account Payment History

> 06/21/24 thru 06/21/24 Payment Date Range

Cash Code 1414 Bank 071923909

aymene	Dacc	Range	00/21/21	CIII U	00/21/2	1	
					Payment	Currency	USD

Vendor Inv	oice	Voucher 2	Auth PL	Due Date Dsc Da	te Scheduled Amount	Discount Amount Net	Payment Amount
Payment Number 10667 RC33303	531958 Payment Da		Vendor IX 100 *** Pa	10667 06/02/24 yment Total	CDW GOVERNMENT INC 1,673.99 1,673.99	Status Issi 0.00 0.00	1,673.99 1,673.99
Payment Number 10716 83078	531959 Payment Da		Vendor IX 100 *** Pag	10716 06/30/24 yment Total	FLEET SAFETY SUPPLY 520.37 520.37	Status Issu 0.00 0.00	ued 520.37 520.37
Payment Number 22999 08-05-3	531960 Payment Da 300-011		Vendor IX 100 *** Pa	22999 06/17/24 yment Total	OLD REPUBLIC NATIONAL 29,000.00 29,000.00	TITLE Status Issu 0.00 0.00	29,000.00 29,000.00
Payment Number 13282 156233 13282 156691 13282 156692	531961 Payment Da		Vendor IX 100 IX 100 IX 100 *** Pag	13282 05/03/24 05/20/24 05/20/24 yment Total	BCR AUTOMOTIVE GROUP 1,472.80 3,075.87 4,271.22 8,819.89	LLC Status Issu 0.00 0.00 0.00 0.00	1,472.80 3,075.87 4,271.22 8,819.89
		*** Pa	4	e ACH Total yment Count	40,014.25 4	0.00	40,014.25

AP255 Date 06/21/24 Time 11:37 Pay Group 1500 HWY STREETS & BRIDGES PAY GRP USD Page Bank Account Payment History

Payment Currency USD

06/21/24 thru 06/21/24 Payment Date Range

Cash Code 1414 Bank 071923909

147							
Vendor	Invoice					Discount Amount Net Pay	
Payment Number 12241 2402	r 1193606 Paymen 279	nt Date 06/21/24	Vendor IX 100 *** Pa	12241 05/02/24 ayment Total	A & P GREASE TRAPPERS 2,650.00 2,650.00	INC Status Issued 0.00 0.00	2,650.00
Payment Number 40962 2930	r 1193607 Paymen 02	nt Date 06/21/24	Vendor IX 100 *** Pa	40962 06/15/24 ayment Total	A M AUTO GLASS AND TIN 500.00 500.00	TED Status Issued 0.00 0.00	500.00 500.00
Payment Number 39153 100 39153 1004 39153 1004 39153 9947 39153 9963	426 842 76	t Date 06/21/24	Vendor IX 100	39153 06/13/24 06/14/24 06/28/24 05/12/24 05/18/24 ayment Total	ADVANTAGE TRAILER & HI 200.20 296.28 75.26 85.30 99.84 756.88	TCHES Status Issued	200.20 296.28 75.26 85.30 99.84 756.88
Payment Number 13782 1184 13782 1189 13782 1189 13782 1193	r 1193609 Paymen 41130 90922 99074 10554	nt Date 06/21/24	Vendor IX 100 IX 100 IX 100 IX 100 *** Pa	13782 04/25/24 06/13/24 06/21/24 07/04/24 ayment Total	AHW LLC - HAMPSHIRE 454.09 2,383.96 331.63 263.21 3,432.89	Status Issued 0.00 0.00 0.00 0.00 0.00	454.09 2,383.96 331.63 263.21 3,432.89
Payment Number 30492 P6A0 30492 P6A0 30492 P6A0 30492 P6A0 30492 P6A0	r 1193610 Paymen C0093558 C0098289 C0098422 C0100229 C0101260	nt Date 06/21/24	Vendor IX 100 IX 100 IX 100 IX 100 IX 100 IX 100	30492 03/09/24 05/10/24 05/11/24 06/06/24 06/19/24 ayment Total	ALTORFER INDUSTRIES IN 912.94 556.64 358.83 326.19 318.50 2,473.10	Status Issued 0.00 0.00 0.00 0.00 0.00 0.00 0.00	912.94 556.64 358.83 326.19 318.50 2,473.10
Payment Number 11260 INV 11260 INV 11260 INV 11260 INV 11260 INV 11260 INV	r 1193611 Paymen 086297 086657 086792 086851 087186 087291	nt Date 06/21/24	Vendor IX 100	11260 05/15/24 06/06/24 06/08/24 06/12/24 07/03/24 07/06/24 ayment Total	AUTO TECH CENTERS INC. 12,358.41 6,639.26 1,000.32 1,075.12 1,710.00 3,128.92 25,912.03	Status Issued 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	12,358.41 6,639.26 1,000.32 1,075.12 1,710.00 3,128.92 25,912.03
Payment Number 11005 4456	r 1193612 Paymen 697-1	nt Date 06/21/24	Vendor IX 100 *** Pa	11005 06/29/24 ayment Total	BRACING SYSTEMS INC 1,004.50 1,004.50	Status Issued 0.00 0.00	1,004.50 1,004.50
Payment Number 10023 5769	r 1193613 Paymen 9111222 052324	nt Date 06/21/24	Vendor IX 100 *** Pa	10023 06/22/24 ayment Total	COM ED 547.09 547.09	Status Issued 0.00	
Payment Number						P, INC. Status Issued	

AP255 Date 06/21/24 Time 11:37 Pay Group 1500 HWY STREETS & BRIDGES PAY GRP Bank Account Payment History USD Page

Payment Currency USD

06/21/24 thru 06/21/24 Payment Date Range

Cash Code 1414 Bank 071923909

	••						
Vendor In	voice	Voucher	Auth PL	Due Date Dsc Date	e Scheduled Amount	Discount Amount N	et Payment Amount
Payment Number 39397 240161	1193614 Payment 7	Date 06/21/24	Vendor IX 100 *** Pa	39397 ( 06/14/24 ayment Total	GEHRKE TECHNOLOGY GROV 434.00 434.00	UP, INC. Status I: 0.00 0.00	434.00 434.00
					GREAT LAKES CONCRETE, 436.36 436.36		
Payment Number 12084 15213	1193616 Payment	Date 06/21/24	Vendor IX 100 *** Pa	12084 I 06/20/24 ayment Total	HAGGERTY FORD 329.49 329.49	Status I: 0.00 0.00	329.49 329.49
Payment Number 26102 110984	1193617 Payment -01R	Date 06/21/24	Vendor IX 100 *** Pa	26102 I 02/22/24 ayment Total	HBK ENGINEERING LLC 12,656.99 12,656.99	Status I: 0.00 0.00	12,656.99 12,656.99
Payment Number 40594 068F920	1193618 Payment 027	Date 06/21/24	Vendor IX 100 *** Pa	40594 I 04/13/24 ayment Total	KNAPHEIDE EQUIPMENT Co 2,302.29 2,302.29	O - Status I: 0.00 0.00	2,302.29 2,302.29
					LAWSON PRODUCTS, INC 1,595.38 1,595.38		
Payment Number 10055 950369	1193620 Payment	Date 06/21/24	Vendor IX 100 *** Pa	10055 N 07/04/24 ayment Total	MURPHY ACE HARDWARE 2.69 2.69	Status I: 0.00 0.00	2.69 2.69
Payment Number  11213 4496-24  11213 4496-25  11213 4496-25  11213 4496-25  11213 4496-25  11213 4496-25  11213 4496-25	1193621 Payment 48961 49432 49484 49499 49575 49577 49593 49597 49606 49690 49705 49708 49708 49708 50078 50081 50104 50121 50259 50276	Date 06/21/24	Vendor IX 100	11213 06/07/24 06/13/24 06/13/24 06/13/24 06/14/24 06/14/24 06/14/24 06/14/24 06/15/24 06/15/24 06/15/24 06/16/24 06/16/24 06/16/24 06/20/24 06/20/24 06/20/24 06/21/24	NAPA AUTO PARTS  341.88 513.90 160.72 70.44 361.32 95.24 301.82 180.66 1,209.32 295.74 450.06 432.10 283.08 83.35 116.16 883.60 301.22 214.18 96.08 262.46	Status I: 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	341.88 513.90 160.72 70.44 361.32 95.24 301.82 180.66 1,209.32 295.74 450.06 432.10 283.08 83.35 116.16 883.60 301.22 214.18 96.08 262.46

AP255 Date 06/21/24 Time 11:37 Pay Group 1500 HWY STREETS & BRIDGES PAY GRP Bank Account Payment History USD Page

Payment Currency USD

06/21/24 thru 06/21/24 Payment Date Range

Cash Code 1414 Bank 071923909

-							
Vendor	Invoice	Voucher	Auth PL	Due Date Dsc Dat	e Scheduled Amount Di	scount Amount Net Pay	ment Amount
11213 44 11213 44	per 1193621 Payment 196-250285 196-250352 196-250389		Vendor IX 100 IX 100 IX 100 *** Pa	11213 06/21/24 06/22/24 06/22/24 .yment Total	NAPA AUTO PARTS 337.81 136.72 80.45 7,208.31	Status Issued 0.00 0.00 0.00 0.00	337.81 136.72 80.45 7,208.31
Payment Numk 10148 15 10148 15	50309		Vendor IX 100 IX 100 *** Pa	10148 06/07/24 06/30/24 yment Total	NEENAH FOUNDRY COMPANY 1,034.00 371.00 1,405.00	0 00	1,034.00 371.00 1,405.00
Payment Numk 10423 79 10423 79 10423 79	9304 9410		TV 100	10423 06/21/24 06/29/24 07/04/24 yment Total	PRIME TACK & SEAL CO 340.40 390.72 488.40 1,219.52	Status Issued	340.40 390.72 488.40 1,219.52
Payment Numk 28061 17 28061 17	73934			28061 06/22/24 07/06/24 yment Total	RIGGS BROTHERS INC 1,690.00 600.00 2,290.00	Status Issued 0.00 0.00 0.00	1,690.00
Payment Numb 10191 32	per 1193625 Payment 2223031		IX 100	10191 06/01/24 yment Total	ROLAND MACHINERY COMPANY 1,500.00 1,500.00	Status Issued 0.00 0.00	1,500.00 1,500.00
44110 PS	per 1193626 Payment SI1229189 SI229217		Vendor IX 100 IX 100 *** Pa	44110 06/14/24 06/16/24 yment Total	SAUBER MFG. CO. 483.84 537.29 1,021.13	Status Issued 0.00 0.00 0.00	483.84 537.29 1,021.13
	per 1193627 Payment RV/61161942	t Date 06/21/24	Vendor IX 100 *** Pa	10045 05/23/24 yment Total	SNAP-ON INDUSTRIAL 3,143.86 3,143.86	Status Issued 0.00 0.00	3,143.86 3,143.86
Payment Numk 11645 10 11645 10	012064		IX 100 IX 100	11645 06/23/24 06/27/24 yment Total	SUNRISE CHEVROLET 338.38 611.11 949.49	Status Issued 0.00 0.00 0.00	338.38 611.11 949.49
Payment Numb 10374 40	per 1193629 Payment 0416-00		100	10374 06/28/24 yment Total	TERMINAL SUPPLY CO 1,573.73 1,573.73	Status Issued 0.00 0.00	1,573.73 1,573.73
Payment Numb 11933 88		t Date 06/21/24	Vendor IX 100 *** Pa	11933 06/30/24 yment Total	THE SAINT FRANCIS GROUP 385.00 385.00	Status Issued 0.00 0.00	385.00 385.00
Payment Numb	per 1193631 Payment	t Date 06/21/24	Vendor	26490	VULCAN CONSTRUCTION MATE	RIALS Status Issued	

AP255 Date 06/21/24 Pay Group 1500 HWY STREETS & BRIDGES PAY GRP USD Page
Time 11:37 Bank Account Payment History

Payment Date Range 06/21/24 thru 06/21/24 Payment Currency USD

Cash Code 1414 Bank 071923909

Vendor	Invoice	Voucher	Auth PL	Due Date Dsc Da	te Scheduled Amount	Discount Amount 1	Net Payment Amount
	108774 108774 109569 109569	Payment Date 06/21/24 -999 -999	IX 100 IX 100 IX 100 IX 100 IX 100 IX 100 IX 100	26490 03/09/24 03/09/24 03/15/24 03/15/24 06/16/24 03/01/24 03/01/24 yment Total	VULCAN CONSTRUCTION MA 231.61- 500.22- 500.22- 401.50 228.57- 228.57- 401.50	ATERIALS Status 1 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0	231.61 231.61- 500.22 500.22- 401.50 228.57 228.57- 401.50
		*** F	4	e CHK Total yment Count	76,131.23 26	0.00	76,131.23
		*** (	ash Code Pa	1414 Total yment Count	116,145.48 30	0.00	116,145.48
		*** Pay G	roup 1500 Pa	USD Total yment Count	116,145.48 30	0.00	116,145.48

AP255 Date: 06/21/24 Time: 11:37 JOB SUBMISSION PARAMETERS

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

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

AP255 Date 06/21/24 Time 11:37 Pay Group 1600 CONSERV & RECREATION PAY GROUP USD Bank Account Payment History

> 06/21/24 thru 06/21/24 Payment Date Range

Cash Code 1414 Bank 071923909

Payment Code CHK

Payment Currency USD

Vendor	Invoice	Voucher Aut	th PL Due Date Dsc	Date Scheduled Amount Discount	Amount Net Pay	ment Amount
Payment Numl 29544 9 29544 9	ber 1193632 Paymen 783 805	t Date 06/21/24 TIX	Vendor 29544 100 06/28/24 100 07/04/24 *** Payment Total	A & W TRAILER 16.99 19.49 36.48	Status Issued 0.00 0.00 0.00	16.99 19.49 36.48
Payment Numl 10009 2	ber 1193633 Paymen 87304273961x06082024	t Date 06/21/24 T	Vendor 10009 100 06/30/24 *** Payment Total	AT&T MOBILITY 2,085.22 2,085.22	Status Issued 0.00 0.00	2,085.22 2,085.22
Payment Numl 32415 2	ber 1193634 Paymen 42872	t Date 06/21/24 T	Vendor 32415 100 07/11/24 *** Payment Total	ENVIRONMENTAL CONSULTING & 940.00	Status Issued 0.00 0.00	940.00
Payment Numl 14143 5	ber 1193635 Paymen 4549	t Date 06/21/24 T	Vendor 14143 100 07/11/24 *** Payment Total	LANDSCAPE MATERIAL & FIREWOOD 106.02 106.02	Status Issued 0.00 0.00	106.02 106.02
Payment Numl 13350 2	ber 1193636 Paymen 4559	t Date 06/21/24 T	Vendor 13350 100 06/08/24 *** Payment Total	MIDWEST SURVEYING INSTRUMENTS 170.80 170.80	Status Issued 0.00 0.00	170.80 170.80
Payment Numl 11706 03 11706 03	ber 1193637 Paymen 192364-IN 192723-IN	t Date 06/21/24	Vendor 11706 100 06/29/24 100 07/06/24 *** Payment Total	TAMELING INDUSTRIES INC 23.04 271.68 294.72	Status Issued 0.00 0.00 0.00	23.04 271.68 294.72
Payment Numl 12448 23	ber 1193638 Paymen 3473	t Date 06/21/24 T IX	Vendor 12448 100 06/30/24 *** Payment Total	TROTTER & ASSOCIATES INC 2,563.50 2,563.50	Status Issued 0.00 0.00	2,563.50 2,563.50
Payment Numl 26490 1:	ber 1193639 Paymen 207751	t Date 06/21/24 T	Vendor 26490 100 05/26/24 *** Payment Total	VULCAN CONSTRUCTION MATERIALS 1,006.32 1,006.32	Status Issued 0.00 0.00	1,006.32 1,006.32
		*** Payme	ent Code CHK Total Payment Count	7,203.06	0.00	7,203.06
		*** Cash	Code 1414 Total Payment Count	7,203.06 8	0.00	7,203.06
		*** Pay Group	p 1600 USD Total Payment Count	7,203.06	0.00	7,203.06

AP255 Date: 06/21/24 Time: 11:37 JOB SUBMISSION PARAMETERS

User Name: DP\FNAXE Job Name: PMTHISTORY

Step Nbr: 8

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

AP255 Date 06/21/24 Pay Group 2000 PUBLIC WORKS PAY GROUP USD Page Time 11:37 Bank Account Payment History

Payment Currency USD

1,129,208.48

0.00

06/21/24 thru 06/21/24 Payment Date Range

\*\*\* Payment Code ACH Total

Payment Count

Cash Code 1414 Bank 071923909

Payment Code ACH

Vendor Ir	nvoice	Voucher	Auth PL	Due Date Dsc Dat	e Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 26753 1VCY-7 26753 1YV6-F		Oate 06/21/24	IX 100 IX 100	26753 05/02/24 05/02/24 yment Total	AMAZON CAPITAL SERVIC 317.80 348.36 666.16	Status 0.00 0.00 0.00	Issued 317.80 348.36 666.16
Payment Number 10234 191812	531963 Payment D 2	Date 06/21/24	IX 100	10234 06/06/24 yment Total	CHRISTOPHER B BURKE EI 13,724.06 13,724.06	NG LTD Status 0.00 0.00	Issued 13,724.06 13,724.06
Payment Number 10226 EXP202	531964 Payment D 240620	Date 06/21/24	IX 100	10226 07/20/24 yment Total	CITY OF DARIEN 1,112,393.46 1,112,393.46	Status 0.00 0.00	Issued 1,112,393.46 1,112,393.46
Payment Number 10843 55552 10843 55576 10843 55737	531965 Payment D	Date 06/21/24	IX 100 IX 100 IX 100	10843 05/22/24 05/23/24 05/30/24 yment Total	K-FIVE CONSTRUCTION CO 760.46 793.73 870.61 2,424.80	ORP Status 0.00 0.00 0.00 0.00	760.46 793.73 870.61 2,424.80

1,129,208.48

AP255 Date 06/21/24 Time 11:37 Pay Group 2000 PUBLIC WORKS PAY GROUP Bank Account Payment History USD Page

> 06/21/24 thru 06/21/24 Payment Date Range

Cash Code 1414 Bank 071923909

Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date Dsc Dat	e Scheduled Amount	Discount Amount Net	Payment Amount
Payment Numb	er 1193640 Payment	Date 06/21/24		10157 05/15/24	GRAINGER INC	Status Issu	led

Payment Number 1193640 10157 9085218254 10157 9086089779 10157 9086455061 10157 9094435006 10157 9099406556 10157 9102907939	Payment Date 06/21/24	Vendor IX 100	10157 05/15/24 05/15/24 05/15/24 05/22/24 05/25/24 05/30/24 ayment Total	GRAINGER INC  183.41 227.81 23.97 112.20 802.30 76.42 1,426.11	Status 0.00 0.00 0.00 0.00 0.00 0.00	Issued  183.41 227.81 23.97 112.20 802.30 76.42 1,426.11
Payment Number 1193641 11812 798350609 11812 802342931 11812 802342949 11812 805514569	Payment Date 06/21/24	Vendor IX 100 IX 100 IX 100 IX 100 IX 100	11812 05/05/24 05/30/24 05/30/24 06/16/24 ayment Total	HD SUPPLY FORMERLY HO 1,353.85 159.33 360.16 1,816.07 3,689.41	ME DEPOT Status 0.00 0.00 0.00 0.00 0.00 0.00	1,353.85 159.33 360.16 1,816.07 3,689.41
Payment Number 1193642 15050 82312						
Payment Number 1193643 44129 24041	Payment Date 06/21/24	Vendor IX 100 *** Pa	44129 06/30/24 ayment Total	NATIONAL SOFTWASH, IN 5,940.05 5,940.05	C Status 0.00 0.00	Issued 5,940.05 5,940.05
Payment Number 1193644 31488 192254	Payment Date 06/21/24	Vendor IX 100 *** Pa	31488 05/23/24 ayment Total	MINNICK SERVICES OF I 651.64 651.64	LLINOIS Status 0.00 0.00	Issued 651.64 651.64
Payment Number 1193645 19699 0015196 19699 0015197 19699 0015212 19699 0015215 19699 0015240	Payment Date 06/21/24	Vendor IX 100	19699 06/22/24 06/22/24 06/22/24 06/22/24 07/05/24 ayment Total	PEREGRINE CORPORATION 46.80 8.58 432.00 364.15 1,406.13 2,257.66	Status 0.00 0.00 0.00 0.00 0.00	Issued  46.80 8.58 432.00 364.15 1,406.13 2,257.66
Payment Number 1193646 20307 0524DUPAGE 20307 0624DUPAGE	Payment Date 06/21/24	Vendor IX 100 IX 100 *** Pa	20307 06/05/24 07/06/24 ayment Total	VILLAGE OF WILLOWBROO 159.50 112.50 272.00	K Status 0.00 0.00 0.00	Issued 159.50 112.50 272.00
Dayment Number 1193647	Payment Date 06/21/24	Vandor	12030 05/10/24 01/11/24 05/02/24 05/09/24 05/18/24 06/06/24 06/09/24		Status 0.00 0.00 0.00 0.00 0.00 0.00 0.00	Issued  235.96 495.51 652.78 69.44 1,963.82 86.94 190.33

AP255 Date 06/21/24 Pay Group 2000 PUBLIC WORKS PAY GROUP Bank Account Payment History

USD

Page 3

Payment Date Range 06/21/24 thru 06/21/24

Cash Code 1414 Bank 071923909 Payment Code CHK

0.9

Dayment Cur

Vendor	Invoice	Voucher	Auth PL Due	Date Dsc Date	e Scheduled Amount	Discount Amount	Net Payment Amount
Payment Numb 12030 64 12030 64	120418/1	Date 06/21/2	IX 100 06/1	.6/24 .9/24	WILLOWBROOK FORD INC 274.74 86.94 4,056.46	Status 0.00 0.00 0.00	274.74 86.94 4,056.46
		*** ]	Payment Code CHK Payment		279,170.38 8	0.00	279,170.38
		*** (	Cash Code 1414 Payment		1,408,378.86 12	0.00	1,408,378.86
		*** Pay (	Group 2000 USD Payment	Total Count	1,408,378.86 12	0.00	1,408,378.86

AP255 Date: 06/21/24 Time: 11:37 JOB SUBMISSION PARAMETERS

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

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

AP255 Date 06/21/24 Pay Group 5000 DUPAGE COUNTY GRANTS PAY GROUP USD Bank Account Payment History

Payment Date Range

06/21/24 thru 06/21/24

Cash Code 1414 Bank 071923909 Payment Code ACH

Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date Dsc Dat	e Scheduled Amount	Discount Amount	Net Payment Amount
26753	mber 531966 1P3P-WQ9W-XG1L 1V6T-QH7W-3V7T	Payment Date 06/21/24	IX 101 IX 101	26753 07/14/24 07/15/24 Lyment Total	AMAZON CAPITAL SERVIC 183.36 66.34 249.70	Status 0.00 0.00 0.00	Issued 183.36 66.34 249.70
	mber 531967 MIL20240523	Payment Date 06/21/24	IX 202	27175 06/18/24 yment Total	BONDI, LINDSEY 117.72 117.72	Status 0.00 0.00	Issued 117.72 117.72
Payment Nu 10667 I	mber 531968 RN67734	Payment Date 06/21/24	IX 103	10667 06/29/24 Lyment Total	CDW GOVERNMENT INC 1,657.09 1,657.09	Status 0.00 0.00	Issued 1,657.09 1,657.09
Payment Nui 28459 l	mber 531969 MIL20240507	Payment Date 06/21/24	IX 202	28459 06/17/24 Lyment Total	CONTRERAS, STEPHANIE 66.00 66.00	Status 0.00 0.00	Issued 66.00 66.00
Payment Nui 23461	mber 531970 WHEATON ACADEMY	Payment Date 06/21/24 100	IX 101	23461 06/17/24 Lyment Total	DUPAGE COUNTY COMMUNIC 645.00 645.00	TY Status 0.00 0.00	Issued 645.00 645.00
		*** P		le ACH Total Lyment Count	2,735.51 5	0.00	2,735.51

AP255 Date 06/21/24 Time 11:37

Pay Group 5000 DUPAGE COUNTY GRANTS PAY GROUP USD Bank Account Payment History

Payment Date Range 06/21/24 thru 06/21/24

Cash Code 1414 Bank 071923909

Payment Code CHK

Payment Currency USD

Vendor Invoice Voucher Auth PL Due Date Dsc Date Scheduled Amount Discount Amount Net Payment Amount 1193648 Payment Date 06/21/24 Vendor Payment Number 12104 ALLIANT INSURANCE SERVICES INC Status Issued IX 202 12/30/23 12104 2496766 316.00 0.00 316.00 \*\*\* Payment Total 316.00 0.00 316.00 1193649 Payment Date 06/21/24 Vendor 13449 Payment Number CARE FOR SOUL, INC Status Issued 13449 01 56.14 0.00 56.14 IX 202 07/05/24 13449 02 98.25 IX 202 07/05/24 0.00 98.25 \*\*\* Payment Total 154.39 0.00 154.39 CITY OF NAPERVILLE Payment Number 1193650 Payment Date 06/21/24 Vendor 10959 Status Issued 10959 227787 IX 101 06/20/24 3,855.00 0.00 3,855.00 \*\*\* Payment Total 3,855.00 0.00 3,855.00 1193651 Payment Date 06/21/24 Vendor 10023 IX 101 07/20/24 COM ED - LIHEAP PAYMENTS Payment Number Status Issued 0.00 630.00 10023 227788 630.00 \*\*\* Payment Total 630.00 0.00 630.00 Payment Number 1193652 Payment Date 06/21/24 Vendor 10023 COM ED - LIHEAP PAYMENTS Status Issued IX 101 07/20/24 10023 227789 26,835.00 0.00 26,835.00 \*\*\* Payment Total 26,835.00 0.00 26,835.00 COM ED - LIHEAP PAYMENTS Payment Number 1193653 Payment Date 06/21/24 Vendor 10023 Status Issued 10023 227796 IX 101 07/20/24 21,944.00 0.00 21,944.00 \*\*\* Payment Total 21,944.00 0.00 21,944.00 Payment Number 1193654 Payment Date 06/21/24 Vendor 13982 COMCAST BUSINESS SERVICES Status Issued 13982 877120120065199406124 IX 202 07/01/24 143.12 143.12 0.00 \*\*\* Payment Total 143.12 0.00 143.12 1193655 Payment Date 06/21/24 Vendor CONFERENCE TECHNOLOGIES, INC Payment Number 23282 Status Issued 23282 P-INV002981 IX 208 07/16/24 135,690.65 0.00 135,690.65 \*\*\* Payment Total 135,690.65 0.00 135,690.65 1193656 Payment Date 06/21/24 Vendor 43073 IX 202 07/14/24 Payment Number ENO HOME HEALTH Status Issued 43073 745 120.00 0.00 120.00 \*\*\* Payment Total 120.00 0.00 120.00 Payment Number 1193657 Payment Date 06/21/24 Vendor 20752 FIRST NATIONAL BANK OF OMAHA Status Issued 20752 6273 053124 IX 209 06/30/24 0.00 1,500.00 1,500.00 \*\*\* Payment Total 1,500.00 0.00 1,500.00 Payment Number 1193658 Payment Date 06/21/24 Vendor 39914 HIGHTOWER, DIANA Status Issued 39914 060324 061424 IX 207 07/15/24 1,500.00 0.00 1,500.00 \*\*\* Payment Total 1,500.00 0.00 1,500.00 Payment Number 1193659 Payment Date 06/21/24 Vendor 44086 LEVCHENKO, OKSANA Status Issued 44086 1175 IX 101 07/15/24 771.95 771.95 0.00 771.95 \*\*\* Payment Total 0.00 771.95

AP255 Date 06/21/24 Pay Group 5000 DUPAGE COUNTY GRANTS PAY GROUP USD Bank Account Payment History

Payment Date Range 06/21/24 thru 06/21/24

Cash Code 1414 Bank 071923909 Payment Code CHK

Laymence	Dacc	itarige	00/21/21	CIII a	00/21/2	±	
					Payment	Currency	USD

Vendor	Invoice	Voucher	Auth PL	Due Date Dsc Dat	e Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 12875 105	er 1193660 Paymen 54	t Date 06/21/24	Vendor IX 208 *** Pa	12875 07/10/24 ayment Total	JUDICIAL SYSTEMS INC 211,215.00 211,215.00	Status 0.00 0.00	Issued 211,215.00 211,215.00
	er 1193661 Paymen 24-RS-0110	t Date 06/21/24	Vendor IX 101 *** Pa	20341 07/13/24 ayment Total	MAX CARE HOME HEALTH 5 562.50 562.50		
32022 MII	er 1193662 Paymen L20231002 L20231101 L20231201 L20240509	t Date 06/21/24	Vendor IX 202 IX 202 IX 202 IX 202 *** Pa	32022 11/22/23 12/01/23 01/30/24 06/08/24 ayment Total	MUSGRAVE, SYDNEY M. 105.59 41.27 15.00 22.78 184.64	Status 0.00 0.00 0.00 0.00 0.00	105.59 41.27 15.00 22.78 184.64
Payment Number 10057 227					NICOR GAS 33,458.00 33,458.00		
Payment Number 39549 369 39549 369	er 1193664 Paymen 9046119001 9046659001	t Date 06/21/24	Vendor IX 103 IX 103 *** Pa	39549 06/28/24 06/28/24 ayment Total	ODP BUSINESS SOLUTIONS 10.95 62.44 73.39	S, LLC Status 0.00 0.00 0.00	10.95 62.44 73.39
Payment Number 44137 1-0	er 1193665 Paymen 06/11/2024	t Date 06/21/24	Vendor IX 101 *** Pa	07/11/24 Ayment Total	SDG SWIM GLENDALE HEIO 300.00 300.00	0.00 0.00	300.00
Payment Numbe 40799 138 40799 138	34	t Date 06/21/24	Vendor IX 306 IX 306 *** Pa	40799 06/29/24 07/06/24 ayment Total	TURNER VET SERVICES LI 908.00 465.00 1,373.00	CC Status 0.00 0.00 0.00	908.00 908.00 465.00 1,373.00
Payment Numbe 38953 MII	er 1193667 Paymen L20240514	t Date 06/21/24	Vendor IX 202 *** Pa	38953 06/18/24 ayment Total	YOUNG-CLAYBORN, TARISS 139.43 139.43	SA Status 0.00 0.00	Issued 139.43 139.43
					440,766.07 20		
		*** Ca	ash Code Pa	1414 Total ayment Count	443,501.58 25	0.00	443,501.58
		*** Pay Gr	oup 5000 Pa	USD Total ayment Count	443,501.58 25	0.00	443,501.58

AP255 Date: 06/21/24 Time: 11:37 JOB SUBMISSION PARAMETERS

User Name: DP\FNAXE Job Name: PMTHISTORY

Step Nbr: 10

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

AP255 Date 06/21/24 Time 11:37 Pay Group 6000 CAPITAL PROJECTS PAY GROUP Bank Account Payment History USD

> 06/21/24 thru 06/21/24 Payment Date Range

Cash Code 1414 Bank 071923909

Payment Code CHK

Payment Currency USD

Vendor In	voice	Voucher	Auth PL	Due Date Dsc I	Date Scheduled Amount	Discount Amount Net Pa	ayment Amount
Payment Number 44116 176752	1193668 Payment Da	te 06/21/24	IX 100	44116 07/12/24 yment Total	BERGER CHEVROLET INC 54,965.00 54,965.00	Status Issued 0.00 0.00	1 54,965.00 54,965.00
Payment Number 44116 176898	1193669 Payment Da	te 06/21/24	IX 100	44116 07/12/24 yment Total	BERGER CHEVROLET INC 54,965.00 54,965.00	Status Issued 0.00 0.00	54,965.00 54,965.00
Payment Number 44116 176968	1193670 Payment Da	te 06/21/24	IX 100	44116 07/12/24 yment Total	BERGER CHEVROLET INC 54,965.00 54,965.00	Status Issued 0.00 0.00	54,965.00 54,965.00
Payment Number 44116 177167	1193671 Payment Da	te 06/21/24	IX 100	44116 07/12/24 yment Total	BERGER CHEVROLET INC 54,965.00 54,965.00	Status Issued 0.00 0.00	1 54,965.00 54,965.00
		*** Pa	4	le CHK Total yment Count	219,860.00 4	0.00	219,860.00
		*** Ca		1414 Total yment Count	219,860.00	0.00	219,860.00
		*** Pay Gi		USD Total yment Count	219,860.00	0.00	219,860.00

Page

### Payment of Claims



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

AP255 Date: 06/25/24 Time: 11:04 JOB SUBMISSION PARAMETERS

User Name: DP\FNAXE Job Name: PMTHISTORY

Step Nbr: 1

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

AP255 Date 06/25/24 Time 11:05 Pay Group 1000 GENERAL FUND PAY GROUP Bank Account Payment History USD Page

> 06/25/24 thru 06/25/24 Payment Date Range Payment Currency USD

Cash Code 1414 Payment Code ACH Bank 071923909

Vendor Invo	oice	Voucher	Auth PL	Due Date Dsc Da	te Scheduled Amount	Discount Amount	Net Payment	Amount
Payment Number 26753 19WT-LT 26753 1F44-FCI 26753 1RT3-7WI 26753 1V7Q-TM	531971 Payment 11-RY7J NP-9JMJ KG-F6VJ 63-V46M	Date 06/25/24	IX 100 IX 100 IX 100 IX 100	06/27/24	AMAZON CAPITAL SERVI 3.96 659.94 179.99 25.68 869.57	0.00	6	3.96 659.94 179.99 25.68 869.57
Payment Number 42606 2024060	531972 Payment 1	Date 06/25/24	IX 100	42606 07/13/24 ayment Total	BENNETT, ANDREA M 1,250.00 1,250.00	Status 0.00 0.00	1,2	250.00 250.00
Payment Number 11210 19315 11210 19316	531973 Payment	Date 06/25/24	IX 100 IX 100	11210 07/06/24 07/06/24 ayment Total	BOND, DICKSON & ASSO 2,964.00 3,004.63 5,968.63	0.00	3,0	964.00 004.63 968.63
Payment Number 39587 22CF499	531974 Payment JM		IX 100	39587 06/18/24 ayment Total	CAPPELLO, GINA M. 48.50 48.50	Status 0.00 0.00		48.50 48.50
Payment Number 19717 CK6500	531975 Payment	Date 06/25/24	IX 100	19717 07/18/24 ayment Total	DPCO STATE'S ATTY IN 200.01	VEST ACCT Status 0.00 0.00		200.01
Payment Number 37180 060624 2		Date 06/25/24	IX 100	37180 07/24/24 ayment Total	FAILLO, MARY E 236.00 236.00	Status 0.00 0.00		236.00 236.00
Payment Number 22296 DHALL102	531977 Payment 2422	Date 06/25/24	IX 100	22296 07/17/24 ayment Total	MASON, SHANNON 236.00 236.00	Status 0.00 0.00	2	236.00 236.00
Payment Number 32419 EXP2024	531978 Payment 0614	Date 06/25/24	IX 100	32419 06/18/24 ayment Total	PARILLO, HALEY 179.65 179.65	Status 0.00 0.00		179.65 179.65
Payment Number 10141 062124-0	531979 Payment	Date 06/25/24	IX 100	10141 07/21/24 ayment Total	PHYSICIANS RECORD CO 169.00 169.00	Status 0.00 0.00		169.00 169.00
Payment Number 11864 30379	531980 Payment	Date 06/25/24	IX 100	11864 07/20/24 ayment Total	PORTER LEE CORPORATI 109.89 109.89	0.00		109.89 109.89
Payment Number 10141 X112144	531981 Payment	Date 06/25/24	IX 100	10141 07/12/24 ayment Total	PRCO 104.00 104.00	Status 0.00 0.00		104.00 104.00

AP255 Date 06/25/24 Pay Group 1000 GENERAL FUND PAY GROUP USD Page 2
Time 11:05 Bank Account Payment History

Payment Date Range 06/25/24 thru 06/25/24

Cash Code 1414 Bank 071923909 Payment Currency USD Payment Code ACH

Vendor Invoice Voucher Auth PL Due Date Dsc Date Scheduled Amount Discount Amount Net Payment Amount

\*\*\* Payment Code ACH Total 9,371.25 0.00 9,371.25

Payment Count 11

AP255 Date 06/25/24 Time 11:05 Pay Group 1000 GENERAL FUND PAY GROUP Bank Account Payment History USD Page

> 06/25/24 thru 06/25/24 Payment Date Range Payment Currency USD

Cash Code 1414 Bank 071923909

Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date Dsc Da	te Scheduled Amount	Discount Amount	Net Paym	ent Amount
Payment Numl 19712 CF 19712 CF 19712 CF 19712 CF 19712 CF	K10178 K10179 K10183 K10184		IX 100 IX 100 IX 100 IX 100 IX 100	19712 06/28/24 06/29/24 07/04/24 07/04/24 07/06/24 yment Total	DPCO SHERIFF EXTRADIT: 88.00 55.00 50.00 230.62 50.00 473.62	ON ACCT Status 0.00 0.00 0.00 0.00 0.00 0.00 0.00		88.00 55.00 50.00 230.62 50.00 473.62
Payment Numb 12306 33		Date 06/25/24	IX 100	12306 06/21/24 yment Total	ADVANCE TRANSLATIONS 1,930.00 1,930.00	INC Status 0.00 0.00	Issued	1,930.00 1,930.00
Payment Numb 43804 20		Date 06/25/24	IX 100	43804 07/06/24 yment Total	ALOHA DOCUMENT SERVICE 60.00 60.00	ES, INC Status 0.00 0.00	Issued	60.00 60.00
Payment Numb 10671 1 10671 1 10671 1	78438 78470		IX 100 IX 100 IX 100	10671 07/07/24 07/11/24 07/14/24 yment Total	ALPHAGRAPHICS 16.00 16.00 64.00 96.00		Issued	16.00 16.00 64.00 96.00
Payment Numb 29579 SA	per 1193682 Payment A21CF1148092522C-1	Date 06/25/24	IX 100	29579 06/18/24 yment Total	AUSTIN, SUZANNE 367.50 367.50	Status 0.00 0.00	Issued	367.50 367.50
Payment Numb 13649 11	per 1193683 Payment 12139	Date 06/25/24	IX 100	13649 07/21/24 yment Total	AWARDING YOU 133.00 133.00	Status 0.00 0.00	Issued	133.00 133.00
Payment Numb 18213 TH	per 1193684 Payment RV20240612	Date 06/25/24	IX 100	18213 07/12/24 yment Total	BERLIN, ROBERT 542.88 542.88	Status 0.00 0.00	Issued	542.88 542.88
Payment Numb 12059 03	per 1193685 Payment 367396-IN	Date 06/25/24	IX 100	12059 07/19/24 yment Total	CHARM-TEX INC 928.70 928.70	Status 0.00 0.00	Issued	928.70 928.70
Payment Numb 30856 29		Date 06/25/24	IX 100	30856 07/01/24 yment Total	CIVICPLUS LLC 7,187.87 7,187.87	Status 0.00 0.00	Issued	7,187.87 7,187.87
Payment Numb 25205 72		Date 06/25/24	IX 100	25205 02/23/24 yment Total	CLEAR LOSS PREVENTION 568.00	INC Status 0.00 0.00	Issued	568.00 568.00
Payment Numb 12382 20		Date 06/25/24	Vendor IX 100	12382 06/14/24	COMCAST 2,200.00	Status 0.00	Issued	2,200.00

AP255 Date 06/25/24 Time 11:05 Pay Group 1000 GENERAL FUND PAY GROUP Bank Account Payment History USD Page

Payment Currency USD

06/25/24 thru 06/25/24 Payment Date Range

Cash Code 1414 Bank 071923909

Payment Code CHK

2 0.7 0220						
Vendor I	Invoice	Voucher	Auth PL Due Date Dsc D	Date Scheduled Amount Discoun	t Amount Net Pay	ment Amount
Payment Number	1193688 Payment	Date 06/25/24	Vendor 12382 *** Payment Total	COMCAST 2,200.00	Status Issued	2,200.00
Payment Number 11782 6362 11782 6369 11782 6370 11782 6371	1193689 Payment	Date 06/25/24	<pre>Vendor 11782 IX 100 07/14/24 IX 100 07/14/24 IX 100 07/14/24 IX 100 07/14/24 *** Payment Total</pre>	CUSTOM CONNECTION INC 2,152.00 2,152.00 2,152.00 2,152.00 8,608.00	Status Issued 0.00 0.00 0.00 0.00 0.00	2,152.00 2,152.00 2,152.00 2,152.00 8,608.00
Payment Number 11196 8-514 11196 8-528	4-88452	Date 06/25/24	Vendor 11196 IX 100 06/28/24 IX 100 07/12/24 *** Payment Total	FEDEX 26.91 100.69 127.60	Status Issued 0.00 0.00 0.00	26.91 100.69 127.60
Payment Number 43169 4334 43169 4336	-	Date 06/25/24	Vendor 43169 IX 100 05/31/24 IX 100 07/03/24 *** Payment Total	FORTRESS PLUS SOLUTIONS LLC 24,916.00 24,916.00 49,832.00	Status Issued 0.00 0.00 0.00	24,916.00 24,916.00 49,832.00
Payment Number 13764 30000		Date 06/25/24	Vendor 13764 IX 100 05/01/24 *** Payment Total	GMIS HEADQUARTERS 350.00 350.00	Status Issued 0.00 0.00	350.00 350.00
Payment Number 43985 47087		Date 06/25/24	Vendor 43985 IX 100 07/11/24 *** Payment Total	HOLLOWAY, ROBERT 947.98 947.98	Status Issued 0.00 0.00	947.98 947.98
Payment Number 13113 060 13113 061	1193694 Payment	Date 06/25/24	Vendor 13113 IX 100 06/17/24 IX 100 06/17/24 *** Payment Total	LIAN, CHAN T 120.00 240.00 360.00	Status Issued 0.00 0.00 0.00	120.00 240.00 360.00
Payment Number 32711 10011		Date 06/25/24	Vendor 32711 IX 100 07/12/24 *** Payment Total	GANTUMUR, GANERDENE 800.00 800.00	Status Issued 0.00 0.00	800.00 800.00
Payment Number 28996 552 28996 553 28996 554	1193696 Payment	Date 06/25/24	Vendor 28996 IX 100 07/14/24 IX 100 07/17/24 IX 100 07/20/24 *** Payment Total	NASER, EVA Y 327.62 237.62 237.62 802.86	Status Issued 0.00 0.00 0.00 0.00	327.62 237.62 237.62 802.86
Payment Number 10894 28781	1193697 Payment 12-1	Date 06/25/24	Vendor 10894 IX 100 07/13/24 *** Payment Total	O'HARE TOWING SERVICE 307.20 307.20	Status Issued 0.00 0.00	307.20 307.20
Payment Number 40934 TRV20		Date 06/25/24	Vendor 40934 IX 100 06/21/24	OGAN, TIM 32.02	Status Issued 0.00	32.02

AP255 Date 06/25/24 Pay Group 1000 GENERAL FUND PAY GROUP USD Page Time 11:05 Bank Account Payment History

Payment Currency USD

159.46

339.95

229.30

206.48

230.83

195.33

29.92

30.43

30.43

73.91

45.03

35.64

83.26

93.50

173.35

123.21

0.00

0.00

0.00

0.00

0.00

0.00

0.00

0.00

0.00

0.00

0.00

0.00

0.00

0.00

0.00

0.00

Payment Date Range 06/25/24 thru 06/25/24

Cash Code 1414 Bank 071923909

Payment Code CHK

11145 2348233 11145 2348235

11145 2348237

11145 2348242

11145 2348243

11145 2349006

11145 2349007

11145 2349009

11145 2349012

11145 2349013 11145 2349014

11145 2349015

11145 2349016

11145 2349018

11145 2349020 11145 2349021

rayment code ent					
Vendor Invoice	Voucher Auth PI	Due Date Dsc Date	Scheduled Amount	Discount Amount Net Pay	ment Amount
Payment Number 1193698 Payment	Date 06/25/24 Vendo ***	or 40934 O Payment Total	GAN, TIM 32.02	Status Issued 0.00	32.02
Payment Number 1193699 Payment 29508 2024 #51 29508 2024 #52 29508 2024 #53	Date 06/25/24 Vendo IX 100 IX 100 IX 100 ***	or 29508 O 0 07/12/24 0 07/17/24 0 07/21/24 Payment Total	KUNSKAYA, TATIANA 299.96 159.96 159.96 619.88	Status Issued 0.00 0.00 0.00 0.00	299.96 159.96 159.96 619.88
Payment Number 1193700 Payment 30930 I887407	Date 06/25/24 Vendo IX 100 ***	or 30930 P 0 07/11/24 Payment Total	SIX LLC 2,677.00 2,677.00	Status Issued 0.00 0.00	2,677.00 2,677.00
Payment Number 1193701 Payment 11114 273683 11114 273684					141.52 187.80 329.32
Payment Number 1193702 Payment 10048 1025562284	Date 06/25/24 Vendo IX 100 ***	or 10048 P 0 07/19/24 Payment Total	ITNEY BOWES INC 1,076.03 1,076.03	Status Issued 0.00 0.00	1,076.03 1,076.03
Payment Number 1193703 Payment 11145 2347987 11145 2348220 11145 2348221 11145 2348224 11145 2348226 11145 2348227 11145 2348228 11145 2348231 11145 2348231 11145 2348232	Date 06/25/24 Vendo IX 100	0 07/10/24 0 06/18/24 0 07/11/24 0 07/11/24 0 07/11/24 0 07/11/24 0 07/11/24 0 07/11/24 0 07/11/24	AY O'HERRON CO INC 256.64 29.92 29.92 29.92 29.92 6.88 132.59 32.25 70.51 263.44	Status Issued 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	256.64 29.92 29.92 29.92 29.92 6.88 132.59 32.25 70.51 263.44

07/11/24

07/11/24

07/11/24

07/11/24

07/11/24

07/14/24

07/14/24

07/14/24

07/14/24

07/14/24

07/14/24

07/14/24

07/14/24

07/14/24

07/14/24

07/14/24

ΙX

IX

ΙX

ΙX

IX

IX

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

100

159.46

339.95

229.30

206.48

230.83

195.33

29.92

30.43

30.43

73.91

45.03

35.64

83.26

93.50

173.35

123.21

AP255 Date 06/25/24 Pay Group 1000 GENERAL FUND PAY GROUP USD Page 6
Time 11:05 Bank Account Payment History

Payment Date Range 06/25/24 thru 06/25/24 Payment Currency USD

Cash Code 1414 Bank 071923909

Payment Code CHK

Vendor	Invoice	Voucher A	Auth PL	Due Date Dsc Da	te Scheduled Amount	Discount Amount	Net Payment Amount
11145 11145 11145 11145 11145 11145 11145 11145 11145 11145 11145	umber 1193703 Payment 2349022 2349023 2349024 2349025 2349384 2349386 2349388 2349390 2349391 2349392 2349393 2349394 2349500 2350078	I I I I I I I I I I I I I I I I I I I	IX 100	11145 07/14/24 07/14/24 07/14/24 07/17/24	RAY O'HERRON CO INC 188.18 158.59 343.25 123.78 123.78 305.97 377.83 365.45 185.21 114.75 8.49 89.21 157.21 268.00 328.04	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	123.25 305.97 377.83 365.45 185.21 114.75 8.49 89.21 157.21
12973	umber 1193704 Payment 00122140 00122141	I	Vendor IX 100 IX 100 *** Pay	12973 02/04/24 02/04/24 yment Total	ROYAL CAMERA SERVIC 120.00 120.00 240.00		120.00 120.00 240.00
	umber 1193705 Payment DPG-24-001		Vendor IX 100 *** Pay	44153 07/20/24 yment Total	RASMUSSEN, PATRICIA 195.00 195.00	Status 0.00 0.00	Issued 195.00 195.00
32899 32899 32899	umber 1193706 Payment 943605-20 943618-20 943636-20 943654-20	I	Vendor IX 100 IX 100 IX 100 IX 100 *** Pay	32899 07/19/24 07/20/24 07/19/24 07/19/24 yment Total	STATEWIDE PUBLISHIN 90.00 90.00 90.00 90.00 360.00	IG, LLC Status 0.00 0.00 0.00 0.00 0.00 0.00 0.00	90.00 90.00
Payment No 28382	umber 1193707 Payment REIM.CADCRENEW.DUI.BS	Date 06/25/24				TE Status 0.00 0.00	Issued 166.00 166.00
Payment No 27621 27621	039	I	Vendor IX 100 IX 100 *** Pay		VELASCO, DANIEL 306.30 306.30 612.60		306.30 306.30
	umber 1193709 Payment 610202964		IX 100	13348 06/21/24 yment Total	ZOHO CORPORATION 1,487.50 1,487.50	Status 0.00 0.00	Issued 1,487.50 1,487.50

AP255 Date 06/25/24 Pay Group 1000 GENERAL FUND PAY GROUP USD Time 11:05 Bank Account Payment History

Payment Date Range 06/25/24 thru 06/25/24

Cash Code 1414 Bank 071923909

Payment Code CHK

Payment Date Range 06/25/24 thru 06/25/24

Payment Currency USD

Vendor	Invoice	Voucher A	ith PL Due	Date Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
		*** Payı	nent Code CHK Payment		90,517.79 32	0.00	90,517.79
		*** Casl	n Code 1414 Payment		99,889.04 43	0.00	99,889.04
		*** Pay Gro	ıp 1000 USD Payment		99,889.04 43	0.00	99,889.04

Page

AP255 Date: 06/25/24 Time: 11:05 JOB SUBMISSION PARAMETERS

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

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

AP255 Date 06/25/24 Time 11:05 Pay Group 1100 GENERAL GOVERNMENT PAY GROUP Bank Account Payment History USD Page

> 06/25/24 thru 06/25/24 Payment Date Range

Payment Code CHK

Cash Code 1414 Bank 071923909 Payment Currency USD

Vendor	Invoice	Voucher Aut	th PL Due Date Dsc I	Date Scheduled Amount Discount	Amount Net	Payment Amount
Payment Numbe 10769 402	er 1193710 Paymen 2393	t Date 06/25/24 V IX	Mendor 10769 120 07/03/24 *** Payment Total	AMBER LEAF ANIMAL HOSPITAL 260.00	Status Issu 0.00 0.00	ed 260.00 260.00
Payment Numbe 27641 702 27641 704	269	t Date 06/25/24 V IX IX	Vendor 27641 120 06/20/24 120 06/23/24 *** Payment Total	CAC VETERINARY ACQUISITION LLC 300.00 400.00 700.00	Status Issu 0.00 0.00 0.00	ed 300.00 400.00 700.00
Payment Number 25497 533 25497 533	1705	IX	Vendor 25497 120 06/01/24 120 06/02/24 *** Payment Total	DANADA VETERINARY HOSPITAL PC 300.00 375.00 675.00	Status Issu 0.00 0.00 0.00	300.00 375.00
Payment Number 12592 814 12592 814 12592 815	413 438	t Date 06/25/24 V IX IX IX IX	Vendor 12592 120 06/06/24 120 06/07/24 120 06/19/24 *** Payment Total	ANTAAL & RANDHAWA PC 400.00 250.00 300.00 950.00	Status Issu 0.00 0.00 0.00 0.00	ed 400.00 250.00 300.00 950.00
Payment Number 11629 424		t Date 06/25/24 V IX	Vendor 11629 120 07/13/24 *** Payment Total	MATMASTERS 13.24 13.24	Status Issu 0.00 0.00	ed 13.24 13.24
Payment Numbe 37487 246	er 1193715 Paymen 507	t Date 06/25/24 V IX	/endor 37487 120 06/30/24 *** Payment Total	SUNSHINE PET HOSPITAL P.C. 400.00 400.00	Status Issu 0.00 0.00	ed 400.00 400.00
Payment Number 12030 RFS	er 1193716 Paymen 51210	t Date 06/25/24 V IX	Vendor 12030 120 05/17/24 *** Payment Total	WILLOWBROOK FORD INC 58,982.03 58,982.03	Status Issu 0.00 0.00	ed 58,982.03 58,982.03
		*** Payme	ent Code CHK Total Payment Count	61,980.27 7	0.00	61,980.27
		*** Cash	Code 1414 Total Payment Count	61,980.27 7	0.00	61,980.27
		*** Pay Group	o 1100 USD Total Payment Count	61,980.27 7	0.00	61,980.27

AP255 Date: 06/25/24 Time: 11:05 JOB SUBMISSION PARAMETERS

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

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

AP255 Date 06/25/24 Time 11:06 Pay Group 1200 HEALTH AND WELFARE PAY GROUP USD Page Bank Account Payment History

Payment Currency USD

16,790.91

0.00

06/25/24 thru 06/25/24 Payment Date Range

Cash Code 1414 Bank 071923909

Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date Dsc Dat	e Scheduled	Amount Discount	Amount	Net Paym	ent Amount
	9150970218					280.80 80	Status 0.00 0.00		280.80 280.80
38093 38093 38093 38093	mber 1193718: 240010165013 240010167011 240010169007 240010170015 240010172015	Payment Date 06/25/24	Vendor IX 100 IX 100 IX 100 IX 100 IX 100 *** Pa	38093 07/13/24 07/15/24 07/17/24 07/18/24 07/20/24 yment Total	ALPHA BAKING 702.	COMPANY 125.22 141.03 171.33 150.85 114.39	Status 0.00 0.00 0.00 0.00 0.00	Issued	125.22 141.03 171.33 150.85 114.39 702.82
Payment Nu 18275	umber 1193719 EXP20240617	Payment Date 06/25/24	Vendor IX 100 *** Pag	18275 06/21/24 yment Total	BARCELONA, MA	RITES 50.00 00	Status 0.00 0.00	Issued	50.00 50.00
Payment Nu 27954	umber 1193720 : 12594371T107	Payment Date 06/25/24	Vendor IX 100 *** Pag	27954 07/01/24 yment Total	GROOT INC 3, 3, 429.	429.99 99	Status 0.00 0.00	Issued	3,429.99 3,429.99
Payment Nu 11812	umber 1193721 : 809534977	Payment Date 06/25/24	Vendor IX 100 *** Pag	11812 07/12/24 yment Total	HD SUPPLY FOR	MERLY HOME DEPOT 121.62 62	Status 0.00 0.00	Issued	121.62 121.62
34012	mber 1193722 : RSTSCI-147927 RSTSCI-150368	Payment Date 06/25/24	Vendor IX 100 IX 100 *** Pag	34012 07/04/24 07/10/24 yment Total	REDSAIL TECHNO	OLOGIES, LLC 166.25 260.48 73	Status 0.00 0.00 0.00		166.25 260.48 426.73
10555 10555 10555 10555 10555 10555	721152557	Payment Date 06/25/24	Vendor IX 100 IX Pagental	10555 07/20/24 07/20/24 07/20/24 07/20/24 07/20/24 07/20/24 07/20/24 07/20/24 yment Total	5, 4, 11,109.	RVICES-CHICAGO 96.08 48.00 527.34 67.38 191.97 716.55 254.86 207.77	Status 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	Issued	96.08 48.00 5,527.34 67.38 191.97 4,716.55 254.86 207.77 11,109.95
		Payment Date 06/25/24	Vendor IX 100 *** Pa	19633 07/18/24 yment Total	UPTODATE 669.	669.00 00	Status 0.00 0.00	Issued	669.00 669.00

\*\*\* Payment Code CHK Total Payment Count

16,790.91

AP255 Date 06/25/24 Time 11:06	Pay Group 1200 HEALTH AND WELFARE PAY GROUP USD Bank Account Payment History		Page 2
Cash Code 1414 Bank C	Payment Date Range 06/25/24 thru 06/25/24 071923909  *** Cash Code 1414 Total 16,790.91 Payment Count 8	0.00	16,790.91
	*** Pay Group 1200 USD Total 16,790.91	0.00	16,790.91

AP255 Date: 06/25/24 Time: 11:06 JOB SUBMISSION PARAMETERS

User Name: DP\FNAXE Job Name: PMTHISTORY

Step Nbr: 4

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

AP255 Date 06/25/24 Time 11:06 Pay Group 1300 PUBLIC SAFETY PAY GROUP Bank Account Payment History USD

06/25/24 thru 06/25/24 Payment Date Range

Cash Code 1414 Payment Code CHK Bank 071923909

Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date Dsc D	ate Schedu	led Amount	Discount	Amount	Net Payment	Amount
Payment Numb 27520 TR	er 1193725 Payment V20240612	Date 06/25/24	Vendor IX 103 *** Pa	27520 06/18/24 yment Total	PROSSER,	JOSEPH 195.34 195.34		Status 0.00 0.00		195.34 195.34
Payment Numb 37625 30		Date 06/25/24	Vendor IX 120 *** Pa	37625 06/18/24 yment Total	THE INTER	NATIONAL ASS 50.00 50.00	OCIATION	Status 0.00 0.00	Issued	50.00
		*** Pa	4	e CHK Total yment Count		245.34		0.00		245.34
		*** Ca		1414 Total yment Count		245.34		0.00		245.34
		*** Pay G	roup 1300 Pa	USD Total yment Count		245.34		0.00		245.34

Page

AP255 Date: 06/25/24 Time: 11:06 JOB SUBMISSION PARAMETERS

User Name: DP\FNAXE Job Name: PMTHISTORY

Step Nbr: 5

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

AP255 Date 06/25/24 Time 11:06 Pay Group 1400 JUDICIAL PAY GROUP Bank Account Payment History

USD

06/25/24 thru 06/25/24 Payment Date Range

Cash Code 1414 Payment Code ACH Bank 071923909

Payment Currency USD

Vendor	Invo	ice 		Voucher	Auth PL	Due Date Dsc	Date Scheduled Amount	Discount Amount	Net Payme	ent Amount
Payment Numb 10932 24		531982	Payment	Date 06/25/24	IX 102	10932 07/18/24 ayment Total	CONSCISYS CORPORATION 91,667.00 91,667.00	Status 0.00 0.00	9	91,667.00 91,667.00
				*** P		le ACH Total nyment Count	91,667.00 1	0.00	Č	91,667.00

Page

AP255 Date 06/25/24 Time 11:06 Pay Group 1400 JUDICIAL PAY GROUP Bank Account Payment History USD Page

Payment Currency USD

06/25/24 thru 06/25/24 Payment Date Range

Cash Code 1414 Bank 071923909

Payment Code CHK

Vendor	Invoice	Voucher Aut	th PL Due Date Dsc Da	ate Scheduled Amount Discount	Amount Net Pa	yment Amount
Payment Numl 43804 2 43804 2 43804 2	08212 08253	Date 06/25/24 \ IX \ IX \ IX \ IX	Vendor 43804 130 06/21/24 130 06/21/24 130 06/21/24 *** Payment Total	ALOHA DOCUMENT SERVICES, INC 280.00 40.00 40.00 360.00	Status Issued 0.00 0.00 0.00 0.00	280.00 40.00 40.00
Payment Numl 10876 7		Date 06/25/24 \text{IX}	Vendor 10876 130 06/21/24 *** Payment Total		0.00	630.00 630.00
Payment Numl 10009 2	ber 1193729 Payment 87306099963X06082024	Date 06/25/24 \text{IX}	Vendor 10009 130 06/21/24 *** Payment Total	AT&T MOBILITY 5,745.24 5,745.24	Status Issued 0.00 0.00	5,745.24 5,745.24
10041 S	ber 1193730 Payment I301700779 I301700812	Date 06/25/24 \tag{IX} IX	Vendor 10041 107 06/30/24 107 06/30/24 *** Payment Total	IICLE - IL INSTITUTE FOR 112.50 67.50 180.00	Status Issued 0.00 0.00 0.00	112 50
Payment Numl 10287 4:	ber 1193731 Payment 1413792	Date 06/25/24 \text{IX}	Vendor 10287 107 06/27/24 *** Payment Total	MATTHEW BENDER & COMPANY INC 422.31 422.31	Status Issued 0.00 0.00	
Payment Numl 32711 10	ber 1193732 Payment 001126	Date 06/25/24  IX	Vendor 32711 130 06/07/24 *** Payment Total	GANTUMUR, GANERDENE 350.00 350.00	Status Issued 0.00 0.00	350.00 350.00
Payment Numl 33016 8	ber 1193733 Payment 70	Date 06/25/24 \tag{IX}	Vendor 33016 130 06/21/24 *** Payment Total	READY MADE STAFFING, INC 300.00	Status Issued 0.00 0.00	300.00
11169 8 11169 8	ber 1193734 Payment 50259951 50260225 50325512	Date 06/25/24 \tag{IX} IX IX IX	Vendor 11169 107 07/01/24 107 07/01/24 107 07/01/24 *** Payment Total	THOMSON REUTERS-WEST 2,527.73 5,902.38 8,513.00 16,943.11	Status Issued 0.00 0.00 0.00 0.00	2,527.73 5,902.38 8,513.00 16,943.11
		*** Payme	ent Code CHK Total Payment Count	24,930.66 8	0.00	24,930.66
		*** Cash	Code 1414 Total Payment Count	116,597.66 9	0.00	116,597.66
		*** Pay Group	p 1400 USD Total Payment Count	116,597.66 9	0.00	116,597.66

AP255 Date: 06/25/24 Time: 11:06 JOB SUBMISSION PARAMETERS

User Name: DP\FNAXE Job Name: PMTHISTORY

Step Nbr: 6

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

AP255 Date 06/25/24 Pay Group 1500 HWY STREETS & BRIDGES PAY GRP USD Page 1 Bank Account Payment History

Payment Date Range 06/25/24 thru 06/25/24

Cash Code 1414 Bank 071923909 Payment Code ACH

Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date Dsc D	ate Scheduled Amount	Discount Amount	Net Payment Amount
26753 1MPF	531983 Payment -W1XY-KCRV -NQCN-GVQG K-WY31-CQGN	t Date 06/25/24	IX 100 IX 100 IX 100	26753 06/22/24 06/22/24 06/17/24 yment Total	AMAZON CAPITAL SERVICE 25.98 73.96 75.63 175.57	Status 0.00 0.00 0.00 0.00	Issued 25.98 73.96 75.63 175.57
Payment Number 10843 5620 10843 5672 10843 5690 10843 5719 10843 5725	21 27 25 28	t Date 06/25/24	Vendor IX 100 IX 100 IX 100 IX 100 IX 100 *** Pa	10843 06/09/24 06/21/24 06/22/24 06/30/24 07/04/24 yment Total	K-FIVE CONSTRUCTION CO 7,496.93 863.74 9,036.23 11,061.76 1,162.50 29,621.16	Status 0.00 0.00 0.00 0.00 0.00 0.00 0.00	7,496.93 863.74 9,036.23 11,061.76 1,162.50 29,621.16
Payment Number 13282 1570		t Date 06/25/24	IX 100	13282 06/02/24 yment Total	BCR AUTOMOTIVE GROUP I 11.86 11.86	LC Status 0.00 0.00	Issued 11.86 11.86
		*** Pa		e ACH Total yment Count	29,808.59 3	0.00	29,808.59

AP255 Date 06/25/24 Pay Group 1500 HWY STREETS & BRIDGES PAY GRP USD Page Time 11:06 Bank Account Payment History

Payment Currency USD

Payment Date Range 06/25/24 thru 06/25/24

Cash Code 1414 Bank 071923909

Payment Code CHK

Payment Code	CHK						
Vendor	Invoice	Voucher	Auth PL	Due Date Dsc Dat	e Scheduled Amount	Discount Amount	Net Payment Amount
					AHW LLC - HAMPSHIRE 132.03 132.03		
Payment Number 30492 P6AC 30492 P6AC 30492 P6AC	c 1193736 Payment C0100228 C0100580 C0100581	Date 06/25/24	Vendor IX 100 IX 100 IX 100 *** Pa	30492 06/06/24 06/09/24 06/09/24 ayment Total	ALTORFER INDUSTRIES 108.73 170.57 75.60 354.90	INC Status 0.00 0.00 0.00 0.00 0.00	Issued 108.73 170.57 75.60 354.90
Payment Number 10882 0006	1193737 Payment 535567	Date 06/25/24	Vendor IX 100	10882 07/19/24 avment Total	AMERICAN PUBLIC WORK 5,921.00	S Status 0.00 0.00	Issued 5,921.00 5,921.00
10008 6302 10008 6303 10008 6303 10008 6303 10008 6303 10008 6303 10008 6304 10008 6306 10008 6307 10008 6307 10008 6307 10008 6307	1193738 Payment 250749405 2024 250749406 2024 322896405 2024 323005305 2024 350136505 2024 372418605 2024 372418605 2024 462996505 2024 4553650505 2024 4539105105 2024 4737063505 2024 4739105105 2024 4739105105 2024 4739105105 2024 4739105105 2024 4739105105 2024 4739105105 2024 4739105105 2024 4739105105 2024 4739105105 2024 4739105105 2024 4739105105 2024 4739105105 2024 4739105105 2024 4739105105 2024	Date 06/25/24	Vendor IX 100	10008 05/31/24 07/01/24 06/03/24 06/12/24 05/31/24 07/01/24 06/15/24 06/15/24 06/21/24 06/21/24 06/03/24 06/12/24 06/15/24 06/15/24 06/15/24 06/18/24 06/18/24 06/18/24	AT&T  50.32 50.32 55.00 45.77 55.00 47.27 55.00 60.54 58.03 47.27 55.23 47.27 55.23 47.27 55.00 47.27 47.27 831.56	Status 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	50.32 50.32 55.00 45.77 55.00 55.00 47.27 55.00 60.54 58.03 47.27 55.23 47.27 55.00 47.27 47.27 831.56
Payment Number 12029 0006 12029 0006 12029 0006	1193739 Payment 535 537 539	Date 06/25/24	Vendor IX 100 IX 100 IX 100 *** Pa	12029 06/20/24 06/20/24 06/21/24 Ayment Total	BARN OWL FEED & GARD 31.98 15.98 17.98 65.94	EN Status 0.00 0.00 0.00 0.00	31.98 15.98 17.98 65.94
Payment Number 11005 4458	c 1193740 Payment 394-1	Date 06/25/24	Vendor IX 100 *** Pa	11005 07/04/24 ayment Total	BRACING SYSTEMS INC 295.00 295.00	Status 0.00 0.00	Issued 295.00 295.00
Payment Number 32620 1240 32620 1252	r 1193741 Payment 0492 2594	Date 06/25/24	Vendor IX 100 IX 100 *** Pa	32620 05/30/24 06/29/24 Ayment Total	CHEM-WISE ECOLOGICAL 100.00 100.00 200.00	PEST Status 0.00 0.00 0.00	100.00 100.00 200.00
Payment Number	1193742 Payment	Date 06/25/24	Vendor	10023	COM ED	Status	Issued

AP255 Date 06/25/24 Pay Group 1500 HWY STREETS & BRIDGES PAY GRP USD Page 3
Time 11:06 Bank Account Payment History

Payment Date Range 06/25/24 thru 06/25/24

Cash Code 1414 Bank 071923909

Payment Code CHK

Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date Dsc Dat	e Scheduled Amount	Discount Amount	Net Payment Amount
Payment Nu 10023	mber 1193742 Payment 8089887000 053024	Date 06/25/24	Vendor IX 100 *** Pa	10023 06/29/24 Lyment Total	COM ED 152.88	Status 0.00 0.00	Issued 152.88 152.88
Payment Nu 10023	mber 1193743 Payment 0973332000 060524 1888132222 060724 1920622000 060724 2327038000 053024 2723011222 060724 3146133333 060624 3227374000 052924 6143775000 060524 6466652222 053024 6781257000 060424 7223373000 060724 7305674000 052924 7363936000 053024 8244021222 052924 8336964000 053024 9064134000 060324 9075393111 053124	Date 06/25/24	Vendor IX 100	10023 07/05/24 07/07/24 07/07/24 06/29/24 07/07/24 07/06/24 06/28/24 07/05/24 06/29/24 07/04/24 07/07/24 06/28/24 06/29/24 06/29/24 06/29/24 06/29/24 06/29/24 06/30/24	COM ED  35.63 86.90 133.93 38.31 63.48 86.32 31.91 89.80 126.33 55.27 89.96 51.69 59.24 243.88 42.71 49.73 65.26	Status	Issued  35.63 86.90 133.93 38.31 63.48 86.32 31.91 89.80 126.33 55.27 89.96 51.69 59.24 243.88 42.71 49.73 65.26 1,350.35
13982 13982	8771200380554846052424 8771200470962404052324		IX 100 IX 100 *** Pa	06/23/24 06/22/24 Lyment Total	232.85 269.80 502.65	0.00 0.00 0.00	232.85 269.80 502.65
Payment Nu 10030 10030	mber 1193745 Payment 7447 7468	Date 06/25/24	Vendor IX 100 IX 100 *** Pa	10030 06/16/24 06/15/24 Lyment Total	DUKANE ASPHALT COMPANY 3,606.20 3,653.00 7,259.20	X Status 0.00 0.00 0.00	Issued 3,606.20 3,653.00 7,259.20
Payment Nu 12770	mber 1193746 Payment 4153703	Date 06/25/24	Vendor IX 100 *** Pa	12770 06/21/24 Lyment Total	DULTMEIER SALES DAVENE 276.11 276.11	PORT, INC Status 0.00 0.00	Issued 276.11 276.11
Payment Nu 12084 12084 12084 12084 12084 12084 12084 12084 12084	1193747 Payment 15151 15154 15157 15158 15168 15194 15247 15255 15256 15260	Date 06/25/24	Vendor IX 100	12084 06/15/24 06/14/24 06/14/24 06/15/24 06/15/24 06/20/24 06/22/24 06/23/24 06/24/24	HAGGERTY FORD  534.19 75.27 73.36 150.72 138.26 51.20 144.55 123.13 109.43 504.22	Status 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	534.19 75.27 73.36 150.72 138.26 51.20 144.55 123.13 109.43 504.22

AP255 Date 06/25/24 Time 11:06 Pay Group 1500 HWY STREETS & BRIDGES PAY GRP Bank Account Payment History USD Page

06/25/24 thru 06/25/24 Payment Date Range

Cash Code 1414 Bank 071923909 Payment Code CHK

Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date Dsc Dat	e Scheduled Amount	Discount Amount	Net Payment Amount
Payment Num	ber 1193747 Pay 5262 5274 5282 5286 5304 5311 5312 5315 5316 5317 5349 5346 5388 5408 5409 5412 5425 5426 5442 4767	yment Date 06/25/24	Vendor IX 100	12084 06/23/24 06/28/24 06/28/24 06/28/24 06/27/24 06/30/24 06/29/24 06/30/24 07/01/24 07/01/24 06/30/24 07/03/24 07/03/24 07/03/24 07/03/24 07/03/24 07/03/24 07/03/24 07/03/24 07/03/24 07/03/24 07/03/24 07/03/24 07/11/24	HAGGERTY FORD  30.48 244.33 84.79 142.50 216.69 167.18 83.36 821.78 161.24 414.19 29.76 60.36 563.96 410.08 80.62 138.75 46.48 152.50 146.48 152.50 146.48 160.00 73.50 128.00 147.13 79.95 6,488.44  HBK ENGINEERING LLC	Status 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	Issued  30.48 244.33 84.79 142.50 216.69 167.18 83.36 821.78 161.24 414.19 29.76 60.36 563.96 410.08 80.62 138.75 46.48 152.50 146.48 160.00 73.50 128.00 147.13 79.95 6,488.44
Payment Num 26102 1	ber 1193748 Pay 11759-02R	ment Date 06/25/24	Vendor IX 100 *** Pa	26102 03/23/24 yment Total	HBK ENGINEERING LLC 13,941.47 13,941.47	Status 0.00 0.00	Issued 13,941.47 13,941.47
Payment Num 19150 9	ber 1193749 Pay 695324	ment Date 06/25/24	Vendor IX 100 *** Pa	19150 06/27/24 yment Total	IL OFFICE OF THE STAT 140.00 140.00	E Status 0.00 0.00	Issued 140.00 140.00
Payment Num 12025 7	ber 1193750 Pay 6955538	yment Date 06/25/24	Vendor IX 100 *** Pa	12025 06/27/24 yment Total	MSC INDUSTRIAL SUPPLY 381.72 381.72	CO Status 0.00 0.00	Issued 381.72 381.72
Payment Num	ber 1193751 Pay 49471 49676 49863 50060 50085 50297 50311 50378 50413	yment Date 06/25/24	Vendor IX 100	10055 05/15/24 05/26/24 06/06/24 06/15/24 06/16/24 06/29/24 06/30/24 07/05/24 07/06/24	MURPHY ACE HARDWARE 5.93 12.59 6.83 124.20 8.05 4.49 14.91 22.49 69.98	Status	1ssued 5.93 12.59 6.83 124.20 8.05 4.49 14.91 22.49 69.98

AP255 Date 06/25/24 Pay Group 1500 HWY STREETS & BRIDGES PAY GRP USD Page Time 11:06 Bank Account Payment History

Payment Currency USD

Payment Date Range 06/25/24 thru 06/25/24

Cash Code 1414 Bank 071923909

Payment Code CHK

Payment Number

Payment Coo	de Chk							
Vendor	Invoice	Voucher	Auth PL	Due Date Dsc Date	Scheduled Amount	Discount Amount	Net Paymen	t Amount
Payment Nur 10055 9	mber 1193751 I 950493	Payment Date 06/25/24	Vendor IX 100 *** Pa	10055 MU 07/11/24 yment Total	JRPHY ACE HARDWARE 13.61 283.08	Status 0.00 0.00	Issued	13.61 283.08
Payment Nur 11213 4 11213 4 11213 4 11213 4 11213 4 11213 4 11213 4 11213 4 11213 4 11213 4 11213 4	mber 1193752 I 4496-249472 4496-249496 4496-249501 4496-249582 4496-249592 4496-249624 4496-249694 4496-249710 4496-249710 4496-249738 4496-249844 4496-250068 4496-250147 4496-250208 4496-250341	Payment Date 06/25/24	Vendor IX 100	11213 NA 06/13/24 06/13/24 06/13/24 06/14/24 06/14/24 06/14/24 06/15/24 06/15/24 06/15/24 06/15/24 06/15/24 06/16/24 06/20/24 06/20/24 06/22/24 yment Total	APA AUTO PARTS  34.28 6.72 47.61 28.62 3.90 21.32 44.80 29.31 11.56 62.02 17.67 21.30 13.89 49.25 39.99 432.24	Status 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	Issued	34.28 6.72 47.61 28.62 3.90 21.32 44.80 29.31 11.56 62.02 17.67 21.30 13.89 49.25 39.99 432.24
13068 2 13068 2 13068 2 13068 2	ARIO2023425 ARIO2050050 ARIO2054086 ARIO2082299	Payment Date 06/25/24	IX 100 IX 100 IX 100 IX 100	13068 O2 06/16/24 06/30/24 07/04/24 07/11/24	1,194.88 1,194.88 235.00 434.50 1,616.25	0.00 0.00 0.00 0.00 0.00	1ssued 1	1,194.88 235.00 434.50 1,616.25
Payment Nur 10096 2 10096 2	mber 1193754 I X101489492:01 X101491492:01 X101492716:01	Payment Date 06/25/24	Vendor IX 100 IX 100 IX 100 *** Pa	10096 PA 05/12/24 05/16/24 05/17/24 yment Total	ATSON INC 805.20 37.51 104.00- 738.71	Status 0.00 0.00 0.00 0.00	Issued	805.20 37.51 104.00- 738.71
Payment Nur 12617 2	mber 1193755 I 26827	Payment Date 06/25/24	Vendor IX 100 *** Pa	12617 PF 07/05/24 yment Total	RAIRIE STATE WATER SY 2,515.00 2,515.00	STEM INC Status 0.00 0.00	Issued 2 2	2,515.00 2,515.00
Payment Nur 10313 2 10313 2	mber 1193756 I 24E8100614711 24E8100675670	Payment Date 06/25/24	Vendor IX 100 IX 100 *** Pa	10313 BI 06/17/24 06/17/24 yment Total	LUETRITON BRANDS, INC 23.99 117.55 141.54	Status 0.00 0.00 0.00	Issued	23.99 117.55 141.54
Payment Nur 28061	mber 1193757 I 173755	Payment Date 06/25/24	Vendor IX 100	28061 RI 05/24/24	IGGS BROTHERS INC 200.00	Status 0.00	Issued	200.00

Vendor

1193758 Payment Date 06/25/24

40980

\*\*\* Payment Total

SAMBA HOLDINGS INC.

200.00

200.00

Status Issued

0.00

AP255 Date 06/25/24 Time 11:06 Pay Group 1500 HWY STREETS & BRIDGES PAY GRP Bank Account Payment History USD Page

> 06/25/24 thru 06/25/24 Payment Date Range Payment Currency USD

Cash Code 1414 Bank 071923909

Payment Code CHK

Vendor :	Invoice	Voucher	Auth PL	Due Date Dsc Da	te Scheduled Amount	Discount Amount	Net Payment Amount
					SAMBA HOLDINGS INC. 275.00 254.12 529.12		
Payment Number 13652 2030 13652 2070	1193759 Paymen 06597 04281	t Date 06/25/24	Vendor IX 100 IX 100 *** Pay	13652 06/21/24 06/28/24 ment Total	SISLER'S ICE INC 140.00 72.50 212.50	Status 0.00 0.00 0.00	Issued 140.00 72.50 212.50
Payment Number 10849 W129	1193760 Paymen	t Date 06/25/24	Vendor IX 100 *** Pay	10849 06/22/24 ment Total	STANDARD EQUIPMENT C 853.01 853.01	DMPANY Status 0.00 0.00	Issued 853.01 853.01
Payment Number 11645 1012	1193761 Paymen 048	t Date 06/25/24	Vendor IX 100 *** Pay	11645 06/23/24 ment Total	SUNRISE CHEVROLET 95.81 95.81	Status 0.00 0.00	Issued 95.81 95.81
Payment Number 28750 IN06	1193762 Paymen 0-1029272	t Date 06/25/24	Vendor IX 100 *** Pay	28750 05/26/24 ment Total	VARITECH INDUSTRIES 932.56 932.56	0.00	Issued 932.56 932.56
Payment Number 10072 N518 10072 N527 10072 N527 10072 N534 10072 N537	1193763 Paymen 30 01 02A 59 72		IX 100 IX 100 IX 100 IX 100 IX 100 *** Pay	05/16/24 06/05/24 06/05/24 06/02/24 06/30/24 ment Total	WEST SIDE TRACTOR SA 302.84 41.07 12.95 98.73 331.41 787.00	0.00 0.00 0.00 0.00 0.00	Issued 302.84 41.07 12.95 98.73 331.41 787.00
		*** P	ayment Code Pay	e CHK Total ment Count	49,494.45 29	0.00	49,494.45
		*** C	ash Code 1 Pay	.414 Total ment Count	79,303.04 32	0.00	79,303.04
		*** Pay G	roup 1500 U Pay	JSD Total ment Count	79,303.04 32	0.00	79,303.04

AP255 Date: 06/25/24 Time: 11:06 JOB SUBMISSION PARAMETERS

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

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

AP255 Date 06/25/24 Pay Group 1600 CONSERV & RECREATION PAY GROUP USD Bank Account Payment History

Page

Payment Date Range 06/25/24 thru 06/25/24

Cash Code 1414 Bank 071923909 Payment Code ACH

Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date Dsc	Date Scheduled Amount	Discount Amount N	et Payment Amount
Payment Numb 32601 61	per 531986 Payment .26-03 WO8	t Date 06/25/24	IX 100	32601 07/05/24 ayment Total	STATE TESTING, LLC 1,560.14 1,560.14	Status I 0.00 0.00	1,560.14 1,560.14
Payment Numb 10802 52		t Date 06/25/24	IX 100	10802 07/05/24 ayment Total	V3 COMPANIES, LTD 8,166.82 8,166.82	Status I 0.00 0.00	ssued 8,166.82 8,166.82
		*** P		de ACH Total ayment Count	9,726.96 2	0.00	9,726.96

AP255 Date 06/25/24 Time 11:06 Pay Group 1600 CONSERV & RECREATION PAY GROUP USD Bank Account Payment History

Payment Date Range

06/25/24 thru 06/25/24

Cash Code 1414 Bank 071923909

Payment Code CHK

Payment Currency USD

Vendor	Invoice	Voucher Auth	PL Due Date Dsc D	ate Scheduled Amount Dis	scount Amount Net Pay	ment Amount
	mber 1193764 Payment 530668216106 2024 530964095306 2024	IX I	ndor 10008 100 07/10/24 100 07/07/24 ** Payment Total	AT&T 80.60 52.22 132.82	Status Issued 0.00 0.00 0.00	80.60 52.22 132.82
Payment Nur 28531 3		IX 3	ndor 28531 100 05/31/24 ** Payment Total	SIGNAL 88 LLC 1,102.50 1,102.50	Status Issued 0.00	1,102.50 1,102.50
Payment Nur 10638 1		IX 3	ndor 10638 100 07/14/24 ** Payment Total	THE CONSERVATION FOUNDAT: 9,920.00 9,920.00	ION Status Issued 0.00 0.00	9,920.00 9,920.00
		*** Payment	Code CHK Total Payment Count	11,155.32	0.00	11,155.32
		*** Cash Co	ode 1414 Total Payment Count	20,882.28 5	0.00	20,882.28
		*** Pay Group 1	L600 USD Total Payment Count	20,882.28 5	0.00	20,882.28

Page

AP255 Date: 06/25/24 Time: 11:06 JOB SUBMISSION PARAMETERS

User Name: DP\FNAXE Job Name: PMTHISTORY

Step Nbr: 8

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

AP255 Date 06/25/24 Time 11:07 Pay Group 2000 PUBLIC WORKS PAY GROUP Bank Account Payment History USD Page

> 06/25/24 thru 06/25/24 Payment Date Range

Cash Code 1414 Payment Code ACH Bank 071923909

Payment Currency USD

Vendor	Invoice		Voucher	Auth PL	Due Date Dsc	Date Scheduled Amount I	Discount Amount Ne	et Payment Amount
Payment Number 26753 1RJH		Payment I	Date 06/25/24	IX 100	26753 06/27/24 yment Total	AMAZON CAPITAL SERVICES 273.50 273.50	S Status Is 0.00 0.00	273.50 273.50
Payment Number 12605 0257 12605 0258 12605 0259	913 853	Payment I	Date 06/25/24	IX 100 IX 100 IX 100	12605 05/22/24 06/08/24 06/16/24 yment Total	BAXTER & WOODMAN INC 499.17 323.72 1,973.82 2,796.71	Status Is 0.00 0.00 0.00 0.00	499.17 323.72 1,973.82 2,796.71
			*** Pa		e ACH Total yment Count	3,070.21	0.00	3,070.21

AP255 Date 06/25/24 Pay Group 2000 PUBLIC WORKS PAY GROUP USD Page Time 11:07 Bank Account Payment History

Payment Currency USD

NALCO COMPANY LLC

548.64

177.41

177.41

OZINGA READY MIX CONCRETE, INC

325.88

463.37

903.46

325.88

PEREGRINE CORPORATION

Payment Date Range 06/25/24 thru 06/25/24

Cash Code 1414 Bank 071923909

Payment Code CHK

Payment Number

Payment Number

Payment Number

30753 6660267126

30753 6670585347

30753 6670634501

13068 ARI02047044

19699 0015207

1193776 Payment Date 06/25/24

1193777 Payment Date 06/25/24

1193778 Payment Date 06/25/24

Vendor	Invoice	Voucher Au	uth PL Due Date Dsc Da	te Scheduled Amount Discount	Amount Net Paym	ment Amount
	nber 1193767 Payment SP4/86051	Date 06/25/24	Vendor 30491 X 100 05/10/24 *** Payment Total	ALTA CONSTRUCTION EQUIPMENT 412.07 412.07	Status Issued 0.00 0.00	412.07 412.07
Payment Num 10009 2	nber 1193768 Payment 87308880316X06082024	Date 06/25/24	Vendor 10009 X 100 06/30/24 *** Payment Total	AT&T MOBILITY 2,781.02 2,781.02	Status Issued 0.00 0.00	2,781.02 2,781.02
Payment Num 10074 5	nber 1193769 Payment 13066	Date 06/25/24	Vendor 10074 X 100 07/18/24 *** Payment Total	CITY OF WHEATON 476.10 476.10	Status Issued 0.00 0.00	476.10 476.10
Payment Num 12382 8	ber 1193770 Payment 771201190721252061924	Date 06/25/24	Vendor 12382 X 100 07/19/24 *** Payment Total	COMCAST 248.85 248.85	Status Issued 0.00	248.85 248.85
Payment Num 11041 6	ber 1193771 Payment 432460	Date 06/25/24	Vendor 11041 X 100 06/30/24 *** Payment Total	CONSERV FS INC 251.00 251.00	Status Issued 0.00	251.00 251.00
Payment Num 39239 1	ber 1193772 Payment -351448	Date 06/25/24	Vendor 39239 X 100 05/24/24 *** Payment Total	L.A. FASTENERS, INC 69.96 69.96	Status Issued 0.00	69.96 69.96
Payment Num 13240 0	ber 1193773 Payment 102628-IN	Date 06/25/24		LIBERTY PROCESS EQUIPMENT INC 998.00 998.00	Status Issued 0.00	998.00 998.00
Payment Num 11215 2		Date 06/25/24	Vendor 11215 X 100 04/21/24 *** Payment Total	MID AMERICAN WATER INC 1,100.00 1,100.00	Status Issued 0.00 0.00	1,100.00
Payment Num 23393 6 23393 6	nber 1193775 Payment 801178 801438	Date 06/25/24 IX	Vendor 23393 XX 100 05/25/24 XX 100 05/25/24 *** Payment Total	MIDLAND SCIENTIFIC INC 39.31 96.33 135.64	Status Issued 0.00 0.00 0.00	39.31 96.33 135.64

30753

13068

19699

06/13/24

03/11/24

06/09/24

06/29/24

06/22/24

\*\*\* Payment Total

\*\*\* Payment Total

Vendor

Vendor

Vendor

IX 100

IX 100

IX 100

IX 100

IX 100

548.64

177.41

177.41

903.46

325.88

325.88

463.37

Status Issued

Status Issued

Status Issued

0.00

0.00

0.00

0.00

0.00

0.00

0.00

AP255 Date 06/25/24 Time 11:07 Pay Group 2000 PUBLIC WORKS PAY GROUP Bank Account Payment History

USD

06/25/24 thru 06/25/24 Payment Date Range Cash Code 1414 Bank 071923909 Payment Currency USD Payment Code CHK

Vendor	Invoice	Voucher Auth I	L Due Date Dsc Da	te Scheduled Amount	Discount Amount Net Pa	yment Amount
Payment Numbe 19699 001		IX 10		PEREGRINE CORPORATION 114.93 578.30	Status Issued 0.00 0.00	114.93 578.30
Payment Numbe 10849 P48		IX 10		STANDARD EQUIPMENT COM 460.22 460.22	MPANY Status Issued 0.00 0.00	460.22 460.22
Payment Numbe 27738 045	er 1193780 Payment 5-470824	IX 10		TYLER TECHNOLOGIES INC 16,171.75 16,171.75	Status Issued 0.00 0.00	16,171.75 16,171.75
Payment Numbe 10128 158		IX 10		VILLAGE OF DOWNERS GRO 55.35 55.35	OVE Status Issued 0.00 0.00	55.35 55.35
Payment Numbe 11976 194		IX 10		WASTEBOX INC 320.00 320.00	Status Issued 0.00 0.00	320.00 320.00
		*** Payment	Code CHK Total Payment Count	25,287.60 16	0.00	25,287.60
		*** Cash Coo	e 1414 Total Payment Count	28,357.81 18	0.00	28,357.81
		*** Pay Group 20	00 USD Total Payment Count	28,357.81 18	0.00	28,357.81

Page

AP255 Date: 06/25/24 Time: 11:07 JOB SUBMISSION PARAMETERS

User Name: DP\FNAXE Job Name: PMTHISTORY

Step Nbr: 9

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

AP255 Date 06/25/24 Pay Group 5000 DUPAGE COUNTY GRANTS PAY GROUP USD Bank Account Payment History

Page

Payment Date Range 06/25/24 thru 06/25/24

Cash Code 1414 Bank 071923909 Payment Code ACH

Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date Dsc I	Date Scheduled Amount	Discount Amount	Net Payment Amount
Payment Num 26753 1	nber 531990 Payment 4KT-P7YM-PHYC		IX 202	26753 07/19/24 yment Total	AMAZON CAPITAL SERVIC 278.76 278.76	ES Status 0.00 0.00	Issued 278.76 278.76
	nber 531991 Payment PRV20240507		IX 202	22549 06/20/24 yment Total	CARNATE, AUDREY 87.22 87.22	Status 0.00 0.00	Issued 87.22 87.22
23461 D	nber 531992 Payment DHS-1760-24-2112 DHS-1760-24-2119		IX 209 IX 209	23461 06/24/24 06/24/24 yment Total	DUPAGE COUNTY COMMUNI 2,900.00 1,225.00 4,125.00	TY Status 0.00 0.00 0.00	2,900.00 1,225.00
	nber 531993 Payment MIL20240506		IX 202	31149 06/20/24 yment Total	HERNANDEZ, MARIA E. 54.67 54.67	Status 0.00 0.00	54.67
	nber 531994 Payment PRV20240610		IX 101	18799 07/10/24 yment Total	STRAFFORD-AHMED, GINA 488.82 488.82	R Status 0.00 0.00	Issued 488.82 488.82
		*** Pa	4	e ACH Total yment Count	5,034.47 5	0.00	5,034.47

AP255 Date 06/25/24 Time 11:07 Pay Group 5000 DUPAGE COUNTY GRANTS PAY GROUP USD Bank Account Payment History

Payment Date Range 06/25/24 thru 06/25/24

Cash Code 1414 Bank 071923909 Payment Code CHK

Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date Dsc Da	te Scheduled Amount	Discount Amount	Net Pay	ment Amount
21958 232			IX 103 *** Pa	06/30/24 ayment Total	12,507.78 12,507.78	0.00		12,507.78 12,507.78
Payment Number 10009 287	er 1193784 Payment 7306099963X06082024A	Date 06/25/24	Vendor IX 208 *** Pa	10009 06/21/24 ayment Total	AT&T MOBILITY 1,209.01 1,209.01	Status 0.00 0.00	Issued	1,209.01 1,209.01
	er 1193785 Payment 720240610	Date 06/25/24	Vendor IX 101 *** Pa	43179 06/21/24 ayment Total	BARNES, DAVID 240.71 240.71	Status 0.00 0.00	Issued	240.71
Payment Numbe 44144 227	er 1193786 Payment 7822	Date 06/25/24	Vendor IX 101 *** Pa	44144 06/24/24 ayment Total	BENSON, KEVIN 305.00 305.00	Status 0.00 0.00		305.00 305.00
Payment Numbe 44145 227		Date 06/25/24	IX 101	44145 06/24/24 ayment Total	BERSAMIN, GABRIELLE 305.00 305.00	Status 0.00 0.00	Issued	305.00 305.00
Payment Numbe 38714 061	er 1193788 Payment 1224	Date 06/25/24	IX 110	38714 07/12/24 ayment Total	CADIZ, CAROL 200.00 200.00	Status 0.00 0.00		200.00
Payment Number 13005 202	er 1193789 Payment 24-0496-M	Date 06/25/24	Vendor IX 208 *** Pa	13005 06/24/24 ayment Total	CAREY GROUP PUBLISHIN 3,900.00 3,900.00	G LLC Status 0.00 0.00	Issued	3,900.00 3,900.00
	er 1193790 Payment L20240521	Date 06/25/24	IX 202	18831 06/21/24 ayment Total	CORTEZ, ELISSA 86.97 86.97	Status 0.00 0.00		86.97 86.97
Payment Numbe 10531 3B- 10531 3B-	er 1193791 Payment -30756 -30780	Date 06/25/24	IX 101 IX 202	10531 06/09/24 07/04/24 ayment Total	DUPAGE SENIOR CITIZEN 143.96 84.98 228.94	S Status 0.00 0.00 0.00	Issued	143.96 84.98 228.94
Payment Numbe 43546 061	er 1193792 Payment 1824	Date 06/25/24	IX 110	43546 07/18/24 ayment Total	MCCOY, CATHERINE 200.00 200.00	Status 0.00 0.00	Issued	200.00
Payment Number 10411 298	er 1193793 Payment 86914	Date 06/25/24	Vendor IX 104 *** Pa	10411 07/11/24 ayment Total	FISHER SCIENTIFIC 1,879.83 1,879.83	Status 0.00 0.00	Issued	1,879.83 1,879.83
Payment Numbe 44146 227	er 1193794 Payment 7822	. Date 06/25/24	Vendor IX 101 *** Pa	44146 06/24/24 ayment Total	HENDI, MOKHTAR 395.00 395.00	Status 0.00 0.00		395.00 395.00

AP255 Date 06/25/24 Time 11:07

Pay Group 5000 DUPAGE COUNTY GRANTS PAY GROUP USD Bank Account Payment History

06/25/24 thru 06/25/24 Payment Date Range

Cash Code 1414 Bank 071923909

Payment Code CHK

Payment Currency USD

Vendor Inv	voice	Voucher	Auth PL	Due Date Dsc Dat	ce Scheduled Amount	Discount Amount	Net Payme	nt Amount
Payment Number 44147 227822	1193795 Payment	Date 06/25/24	Vendor IX 101 *** Pa	44147 06/24/24 ayment Total	HOSEY, JAZMYN 210.00 210.00	Status 0.00 0.00	Issued	210.00 210.00
Payment Number 44148 227822	1193796 Payment	Date 06/25/24	Vendor IX 101 *** Pa	44148 06/24/24 ayment Total	KHAN, AHMED 225.00 225.00	Status 0.00 0.00	Issued	225.00 225.00
Payment Number 39116 062024	1193797 Payment	Date 06/25/24	Vendor IX 110 *** Pa	39116 07/20/24 Ayment Total	THE LAW OFFICE OF SHAV 200.00 200.00	70N Status 0.00 0.00	Issued	200.00
Payment Number 44149 227822		Date 06/25/24	Vendor IX 101 *** Pa	44149 06/24/24 ayment Total	LEWIS, JOANNE 170.00 170.00	Status 0.00 0.00	Issued	170.00 170.00
Payment Number 11449 8533386					LIFE TECHNOLOGIES CORE 6,729.00 6,729.00			6,729.00 6,729.00
Payment Number 38807 060624 38807 061324	1193800 Payment	Date 06/25/24	Vendor IX 110 IX 110 *** Pa	38807 07/06/24 07/13/24 ayment Total	LINDBERG, STEVEN C 200.00 200.00 400.00	Status 0.00 0.00 0.00	Issued	200.00 200.00 400.00
Payment Number 41566 MIL2024	10514		IX 202 *** Pa		MONSKA, HAYLEY 41.07 41.07	Status 0.00 0.00	Issued	41.07 41.07
Payment Number 44150 227822	1193802 Payment	Date 06/25/24	TV TOT	44150 06/24/24 ayment Total	NELSON, VALERIE 305.00 305.00	Status 0.00 0.00	Issued	305.00 305.00
Payment Number 44140 100	1193803 Payment	Date 06/25/24	IX 202	44140 07/18/24 ayment Total	PHYSICIAN PREFERRED HC 3,696.00 3,696.00	OME CARE Status 0.00 0.00		3,696.00 3,696.00
Payment Number 39473 061224		Date 06/25/24	IX 110	39473 07/12/24 ayment Total	SOJKA, RONALD D. 200.00 200.00	Status 0.00 0.00	Issued	200.00
Payment Number 14600 1271155	1193805 Payment 554				ST FRANCIS HIGH SCHOOL 4,500.00 4,500.00			4,500.00 4,500.00
Payment Number 44151 227822	1193806 Payment	Date 06/25/24	Vendor IX 101 *** Pa	44151 06/24/24 ayment Total	WARD, MAURICE 170.00 170.00	Status 0.00 0.00	Issued	170.00 170.00

AP255 Date 06/25/24 Time 11:07 Pay Group 5000 DUPAGE COUNTY GRANTS PAY GROUP USD Bank Account Payment History

Payment Date Range

Cash Code 1414 Bank 071923909

Payment Code CHK

06/25/24 thru 06/25/24 Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date Dsc	Date Scheduled Amount	Discount Amount	Net Paym	ment Amount
Payment Numk 11674 EI	per 1193807 Payment DU-APR2024	Date 06/25/24	Vendor IX 200 *** Pa	11674 06/13/24 yment Total	WORLD RELIEF DUPAGE/A 15,616.99 15,616.99	URORA Status 0.00 0.00		15,616.99 15,616.99
Payment Numb 44152 22		Date 06/25/24	Vendor IX 101 *** Pa	44152 06/24/24 yment Total	YIMENU, KALEAB 830.00 830.00	Status 0.00 0.00	Issued	830.00 830.00
		*** Pa	4	le CHK Total yment Count	54,751.30 26	0.00		54,751.30
		*** Ca	ash Code Pa	1414 Total yment Count	59,785.77 31	0.00		59,785.77
		*** Pay Gi	roup 5000 Pa	USD Total yment Count	59,785.77 31	0.00		59,785.77

AP255 Date: 06/25/24 Time: 11:07 JOB SUBMISSION PARAMETERS

User Name: DP\FNAXE Job Name: PMTHISTORY

Step Nbr: 10

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

Payment Date: 062524 -Payment Numbers: Payment Code: 062524

AP255 Date 06/25/24 Pay Group 6000 CAPITAL PROJECTS PAY GROUP Bank Account Payment History

USD

Page 1

Payment Date Range 06/25/24 thru 06/25/24

Cash Code 1414 Bank 071923909 Payment Code CHK Payment Currency USD

Vendo	or Invoice	Voucher	Auth PL Due	e Date Dsc Date	e Scheduled Amount	Discount	Amount N	Jet Paymen	t Amount
	Number 1193809 Paym 931 14398-02	ent Date 06/25/24	Vendor IX 100 05/ *** Paymer	/18/24	DONOHUE & ASSOCIATES, 4,177.50 4,177.50	INC.	Status I 0.00 0.00	4	,177.50 ,177.50
		*** Pa	yment Code CF Paymer	HK Total nt Count	4,177.50 1		0.00	4	,177.50
		*** Ca	sh Code 1414 Paymer	1 Total nt Count	4,177.50 1		0.00	4	,177.50
		*** Pay Gr	oup 6000 USD Pavmer	Total nt Count	4,177.50 1		0.00	4	,177.50

## Payment of Claims



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

AP255 Date: 06/27/24 Time: 13:07 JOB SUBMISSION PARAMETERS

User Name: DP\FNAXE Job Name: AP255-5000

Step Nbr: 1

Pay Group: 5000 Cash Code: 3910

Class C Account

Payment Date: 062724 Payment Numbers:
Payment Code: AUT 062724

Auto Debit

AP255 Date 06/27/24 Pay Group 5000 DUPAGE COUNTY GRANTS PAY GROUP USD Time 13:07 Bank Account Payment History

Cash Code 3910 Bank 071000013

Payment Code AUT

Payment Date Range 06/27/24 thru 06/27/24

Payment Currency USD

Vendor	Invoice	Voucher	Auth PL I	Due Date Dsc Da	ate Scheduled Amount	Discount Amount N	Net Payment Amount
Payment Num 10057 1		nt Date 06/27/24		10057 07/26/24 ment Total	NICOR GAS 1,791.00 1,791.00	Status 1 0.00 0.00	Issued 1,791.00 1,791.00
		*** Pa	ayment Code Payr	AUT Total ment Count	1,791.00	0.00	1,791.00
		*** Ca		910 Total ment Count	1,791.00 1	0.00	1,791.00
		*** Pay Gr	coup 5000 US Pavr	SD Total ment Count	1,791.00	0.00	1,791.00

## Payment of Claims



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

**File #: 24-1941 Agenda Date:** 7/9/2024 **Agenda #:** 7.E.

AP255 Date: 06/28/24 Time: 13:05 JOB SUBMISSION PARAMETERS

User Name: DP\FNDMD Job Name: PMTHISTORY

Step Nbr: 1

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

Payment Date: 062824 -Payment Numbers: Payment Code: 062824

> 06/28/24 thru 06/28/24 Payment Date Range

Cash Code 1414 Payment Code ACH Bank 071923909

Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date Dsc Date	e Scheduled Amount	Discount Amount Ne	et Payment Amount
Payment Num 11557 0	ber 531998 P 61924 062524	ayment Date 06/28/24	Vendor IX 100 *** Pa	11557 A 06/26/24 yment Total	ABBATACOLA, ROBERT 1,156.00 1,156.00	Status Is 0.00 0.00	1,156.00 1,156.00
Payment Num 26753 1 26753 1 26753 1 26753 1 26753 1 26753 1	ber 531999 P 76D-FMFW-1KW9 HFL-DWYH-7VVP HKK-TGHT-179V PMV-7RGG-147P TTV-VMN1-796G YVV-W6XT-1LYH	ayment Date 06/28/24	Vendor IX 100	26753 A 07/04/24 07/25/24 07/24/24 07/04/24 07/21/24 07/24/24 yment Total	AMAZON CAPITAL SERVICE 49.14 33.97 103.14 1,537.98 45.38 138.59 1,908.20	Status Is 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	49.14 33.97 103.14 1,537.98 45.38 138.59 1,908.20
Payment Num 12819 3	ber 532000 P 9380196INV	ayment Date 06/28/24	Vendor IX 100 *** Pa	12819 C 07/11/24 yment Total	CARAHSOFT TECHNOLOGY 3,460.00 3,460.00	Status Is 0.00 0.00	3,460.00 3,460.00
Payment Num 10667 R 10667 R 10667 R 10667 R 10667 R	ber 532001 P M94174 N70593 R49166 R52533 R53485 S29941	ayment Date 06/28/24	Vendor IX 100	10667 C 06/28/24 06/29/24 07/06/24 07/07/24 07/07/24 07/10/24 .yment Total	CDW GOVERNMENT INC 203.65 52.58 501.28 9,703.64 153.23 113.45 10,727.83	Status Is 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	203.65 52.58 501.28 9,703.64 153.23 113.45 10,727.83
Payment Num 19717 C	ber 532002 P K6502	ayment Date 06/28/24	Vendor IX 100	19717 D 07/24/24 yment Total	DPCO STATE'S ATTY INV 151.00 151.00	EST ACCT Status Is 0.00 0.00	ssued 151.00 151.00
Payment Num	ber 532003 P N00685173 N00686665 N00687472 N00688368 N00690511 N00690513 N00690514 N00690515 N00690516 N00690517	ayment Date 06/28/24	Vendor IX 100	11067 F 06/13/24 06/20/24 06/27/24 06/30/24 07/03/24 07/03/24 07/03/24 07/03/24 07/03/24 07/03/24 07/03/24 vyment Total	FOX VALLEY FIRE & SAFT 956.36 5,893.29 1,165.14 400.00 500.00 350.00 150.00 300.00 400.00 250.00 10,364.79	ETY Status Is 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	956.36 5,893.29 1,165.14 400.00 500.00 350.00 150.00 300.00 400.00 250.00 10,364.79
Payment Num 29992 4	ber 532004 P 2542	ayment Date 06/28/24	Vendor IX 100 *** Pa	29992 M 07/14/24 yment Total	M.E. SIMPSON CO., INC 1,175.00 1,175.00	Status Is 0.00 0.00	1,175.00 1,175.00
Payment Num 22296 1	ber 532005 P 5CF1838-08-26-22	ayment Date 06/28/24	Vendor IX 100	22296 M 07/21/24	MASON, SHANNON 99.75	Status Is 0.00	99.75

AP255 Date 06/28/24 Pay Group 1000 GENERAL FUND PAY GROUP USD Page
Time 13:06 Bank Account Payment History

Payment Currency USD

Payment Date Range 06/28/24 thru 06/28/24

Cash Code 1414 Bank 071923909 Payment Code ACH

Vendor	Invoice	Vc	oucher	Auth PL	Due Date Dsc Dat	e Scheduled Amount	Discount Amount	Net Payment Amount
Payment Numb	er 532005	Payment Date	06/28/24		22296 yment Total	MASON, SHANNON 99.75	Status 0.00	Issued 99.75
Payment Number 10159 D1		Payment Date	06/28/24	IX 100	10159 06/19/24 yment Total	SOUND INCORPORATED 382.50 382.50	Status 0.00 0.00	Issued 382.50 382.50
Payment Number 12313 06	er 532007 1924 062524	Payment Date	06/28/24	IX 100	12313 06/26/24 yment Total	SULLIVAN, ANTHONY 680.00 680.00	Status 0.00 0.00	Issued 680.00 680.00
Payment Numb 11753 61 11753 61	829	Payment Date	06/28/24	IX 100 IX 100	11753 07/24/24 07/24/24 yment Total	TITAN IMAGE GROUP INC 742.50 868.75 1,611.25	Status 0.00 0.00 0.00	Issued 742.50 868.75 1,611.25
	23000322 23000322A 23000323	Payment Date	06/28/24	IX 100 IX 100 IX 100 IX 100	30797 07/20/24 07/20/24 07/14/24 07/21/24 yment Total	TRINITY SERVICES GROU 3,302.55 19,530.69 22,656.03 22,172.73 67,662.00	P INC Status 0.00 0.00 0.00 0.00 0.00 0.00	Issued 3,302.55 19,530.69 22,656.03 22,172.73 67,662.00
			*** Pa		le ACH Total yment Count	99,378.32 12	0.00	99,378.32

AP255 Date 06/28/24 Pay Group 1000 GENERAL FUND PAY GROUP USD Page 3 Bank Account Payment History

Payment Date Range 06/28/24 thru 06/28/24

Cash Code 1414 Bank 071923909

Payment Code CHK

0.70110	_ 0.00	 00, 20, 21	01111 01	00, 20, 2	-	
				Payment	Currency	USD

1		1					
Vendor					ate Scheduled Amount		
Payment Number 19712 CKI 19712 CKI 19712 CKI 19712 CKI 19712 CKI	er 1193836 Payment 10185 10187 10188 10189 10191	Date 06/28/24	Vendor IX 100 IX 100 IX 100 IX 100 IX 100 IX 100 *** Pa	19712 07/05/24 07/11/24 07/04/24 07/17/24 07/07/24 ayment Total	DPCO SHERIFF EXTRADIT 1,057.43 236.00 100.00 118.00 20.00 1,531.43	ION ACCT Status 0.00 0.00 0.00 0.00 0.00 0.00 0.00	Issued 1,057.43 236.00 100.00 118.00 20.00 1,531.43
Payment Number 11652 128	er 1193837 Payment 8021452	Date 06/28/24	IX 100	07/12/24 ayment Total	1,156.00 1,156.00	0.00 0.00	Issued 1,156.00 1,156.00
Payment Number 43804 201	er 1193838 Payment 7957	Date 06/28/24	Vendor IX 100 *** Pa	43804 07/26/24 ayment Total	ALOHA DOCUMENT SERVIC 1,906.50 1,906.50	ES, INC Status 0.00 0.00	1,906.50 1,906.50
Payment Number 10671 178 10671 178 10671 178 10671 178	8339 8341 8598	Date 06/28/24	Vendor IX 100 IX 100 IX 100 IX 100 IX 100	10671 06/29/24 06/29/24 07/17/24 07/21/24 ayment Total	ALPHAGRAPHICS 19.75 23.50 47.00 16.00 106.25	Status 0.00 0.00 0.00 0.00 0.00	19.75 23.50 47.00 16.00 106.25
Payment Number 13572 100	060 2608	Date 06/28/24	Vendor IX 100 *** Pa	13572 07/24/24 ayment Total	ASSURANCE FIRE & SAFE 1,404.00 1,404.00	TY INC Status 0.00 0.00	Issued 1,404.00 1,404.00
Payment Number 10008 630 10008 691 10008 880 10008 880	er 1193841 Payment 0260168905 2024 78719806 2024 03399802 2024 92399805 2024	Date 06/28/24	Vendor IX 100 IX 100 IX 100 IX 100 *** Pa	10008 05/31/24 06/18/24 06/18/24 06/18/24 ayment Total	AT&T  352.18  3,571.74  790.77  2,826.34  7,541.03	Status 0.00 0.00 0.00 0.00 0.00	Issued  352.18 3,571.74 790.77 2,826.34 7,541.03
Payment Number 10009 28' 10009 20' 10009 20' 10009 20' 10009 20' 10009 20' 10009 20' 10009 20' 10009 20' 10009 20' 10009 20' 10009 20' 10009 20' 10009 20' 10009 20' 1		Date 06/28/24		10009 06/06/24 05/30/24 05/30/24 06/30/24 06/30/24 04/30/24 04/30/24 05/30/24 05/30/24 06/30/24 06/30/24 06/30/24	7,541.03  AT&T MOBILITY  10.98 470.57 99.37 235.15 3,907.14 331.31 7,921.77 1,366.33 7,265.31 370.57 4,568.60 1,833.48 345.84	Status 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	10.98 470.57 99.37 235.15 3,907.14 331.31 7,921.77 1,366.33 7,265.31 370.57 4,568.60 1,833.48 345.84

AP255 Date 06/28/24 Time 13:06 Pay Group 1000 GENERAL FUND PAY GROUP Bank Account Payment History USD

> 06/28/24 thru 06/28/24 Payment Date Range

Cash Code 1414 Bank 071923909

Payment Code CHK

Payment Currency USD

-					
Vendor Invoice	Voucher	Auth PL Due Date Dsc Date	ate Scheduled Amount Discount	Amount Net Pay	ment Amount
Payment Number 1193	3842 Payment Date 06/28/24	4 Vendor 10009 *** Payment Total	AT&T MOBILITY 28,726.42	Status Issued 0.00	
Payment Number 1193 29579 SAGJ053024	3843 Payment Date 06/28/24	4 Vendor 29579 IX 100 06/24/24 *** Payment Total	AUSTIN, SUZANNE 545.00 545.00		545.00 545.00
Payment Number 1193 41956 16217674-240	3844 Payment Date 06/28/24 0617	4 Vendor 41956 IX 100 07/17/24 *** Payment Total	AVENU SLS HOLDINGS, LLC 419.00 419.00	Status Issued 0.00 0.00	419.00 419.00
Payment Number 1193 39686 ECD12FA9-000	3845 Payment Date 06/28/24 03	4 Vendor 39686 IX 100 07/09/24 *** Payment Total	BILLOW MYNDBEND, INC. 5,232.60 5,232.60	Status Issued 0.00 0.00	5,232.60 5,232.60
Payment Number 1193 11624 90828 11624 90829	3846 Payment Date 06/28/24	4 Vendor 11624 IX 100 06/30/24 IX 100 06/30/24 *** Payment Total	BUILDERS CHICAGO CORPORATION 384.00 240.00 624.00	Status Issued 0.00 0.00 0.00	384.00 240.00 624.00
Payment Number 1193 27228 CDEP24163C20 27228 CDEP24429C2 27228 CDEP24845C23 27228 CDEP25654C23	126 106	TV 100 06/12/24	CENTRAL DUPAGE EMERGENCY PHYS 69.25 69.25 69.25 69.25 277.00	Status Issued 0.00 0.00 0.00 0.00 0.00	69.25 69.25 69.25 69.25 277.00
Payment Number 1193 12097 0463033390	3848 Payment Date 06/28/24	4 Vendor 12097 IX 100 07/04/24 *** Payment Total	CIOX HEALTH 94.44 94.44	Status Issued 0.00 0.00	94.44 94.44
Payment Number 1193 12097 0457205550 12097 0464139823	3849 Payment Date 06/28/24	4 Vendor 12097 IX 100 05/19/24 IX 100 07/12/24 *** Payment Total	CIOX HEALTH LLC 101.89 76.25 178.14	Status Issued 0.00 0.00 0.00	101.89 76.25 178.14
Payment Number 1193 19705 EXP20240517	3850 Payment Date 06/28/24	4 Vendor 19705 IX 100 06/16/24 *** Payment Total	CLERK OF THE CIRCUIT COURT 206.00	Status Issued 0.00 0.00	206.00 206.00
	3851 Payment Date 06/28/24	4 Vendor 12382 IX 100 07/15/24 *** Payment Total	COMCAST 2,200.00 2,200.00	Status Issued 0.00 0.00	2,200.00
Payment Number 1193 39670 D559121	3852 Payment Date 06/28/24	4 Vendor 39670 IX 100 07/01/24 *** Payment Total	CONCORD TECHNOLOGIES 807.79 807.79	Status Issued 0.00 0.00	807.79 807.79
Payment Number 1193	8853 Payment Date 06/28/24	4 Vendor 10318	DENSON SHOPS INC	Status Issued	

AP255 Date 06/28/24 Time 13:06 Pay Group 1000 GENERAL FUND PAY GROUP Bank Account Payment History USD Page

Payment Currency USD

06/28/24 thru 06/28/24 Payment Date Range

Cash Code 1414 Bank 071923909

Payment Code CHK

Vendor	Invoice		Voucher	Auth PL	Due Date Dsc Dat	e Scheduled Amount	Discount Amount	Net Paym	ent Amount
Payment Nu 10318	mber 1193853 436121-11007	Payment 1	Date 06/28/24	Vendor IX 100 *** Pa	10318 07/02/24 yment Total	DENSON SHOPS INC 45.00	Status 0.00 0.00	Issued	45.00 45.00
Payment Nu 34625	mber 1193854 51907	Payment 1	Date 06/28/24	Vendor IX 100 *** Pa	34625 07/13/24 yment Total	DOCU-SHRED, INC 220.00 220.00	Status 0.00 0.00	Issued	220.00
Payment Nu 12904	mber 1193855 465381	Payment 1	Date 06/28/24			ENCON SYSTEMS 500.00 500.00			500.00 500.00
	mber 1193856 P72266886	Payment 1	Date 06/28/24	Vendor IX 100 *** Pa	39740 05/26/24 yment Total	FACIL INVESTMENTS 33.60 33.60	Status 0.00 0.00	Issued	33.60 33.60
Payment Nu 11196	mber 1193857 8-534-88658	Payment 1	Date 06/28/24	Vendor IX 100 *** Pa	11196 07/19/24 yment Total	FEDEX 56.76 56.76	Status 0.00 0.00		56.76 56.76
						GLOBAL INDUSTRIAL 622.49 622.49			622.49 622.49
Payment Nu 13764	mber 1193859 300008634	Payment 1	Date 06/28/24	Vendor IX 100 *** Pa	13764 05/01/24 yment Total	GMIS HEADQUARTERS 725.00 725.00	Status 0.00 0.00	Issued	725.00 725.00
Payment Nu 28460	mber 1193860 1209220545	Payment 1	Date 06/28/24	IX 100 *** Pa					
10157 10157 10157 10157 10157 10157 10157 10157				Vendor IX 100 IX Pa	10157 05/30/24 06/21/24 06/28/24 06/29/24 07/03/24 07/06/24 07/07/24 07/11/24 cyment Total	GRAINGER  148.14 17.27 13.80 759.96 105.54 405.68 435.87 207.18 2,093.44	Status 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	Issued	148.14 17.27 13.80 759.96 105.54 405.68 435.87 207.18 2,093.44
Payment Nu 41798	mber 1193862 MIL20240502	Payment 1	Date 06/28/24	Vendor IX 100 *** Pa	41798 06/18/24 yment Total	GUTIERREZ, CARMEN 36.18 36.18	Status 0.00 0.00	Issued	36.18 36.18
Payment Nu 30498	mber 1193863 702376-H	Payment 1	Date 06/28/24	Vendor IX 100	30498 07/12/24	HEARTLAND BUSINESS SY 1,316.25	STEMS Status 0.00	Issued	1,316.25

Payment Currency USD

06/28/24 thru 06/28/24 Payment Date Range

Cash Code 1414 Bank 071923909

Payment Code CHK

Payment Code	e Cnk								
Vendor	Invoice		Voucher	Auth PL	Due Date Dsc Date	e Scheduled Amount	Discount Amount N	Net Paym	ment Amount
						HEARTLAND BUSINESS SY 1,316.25			
Payment Numb 10005 03	per 1193864 356945	Payment	Date 06/28/24	Vendor IX 100 *** Pa	10005 : 07/01/24 ayment Total	IBM CORPORATION 9,264.31 9,264.31	Status 1 0.00 0.00	Issued	9,264.31 9,264.31
Payment Numk 31959 IN 31959 IN	oer 1193865 WV3783006 WV3783681	Payment	Date 06/28/24	Vendor IX 100 IX 100 *** Pa	31959 I 06/28/24 06/29/24 ayment Total	KELE, INC 211.60 33.53 245.13	Status 1 0.00 0.00 0.00	Issued	211.60 33.53 245.13
Payment Number 12101 87 12101	Der 1193866 71364553 71364554 71364555 71364556 71364559 71364561 71364562 71364563 71364564 71364565 71364565 71364565 71376585 71376592	Payment	Date 06/28/24	Vendor IX 100	12101 06/05/24 06/05/24 06/05/24 06/05/24 06/05/24 06/05/24 06/05/24 06/05/24 06/05/24 06/05/24 06/05/24 06/05/24 06/05/24 06/05/24 06/05/24 06/05/24 06/05/24 06/05/24 06/05/24 07/01/24 07/01/24 07/01/24 ayment Total	KONE CHICAGO 7,393.17 7,393.17 12,092.17 12,092.17 1,028.67 1,028.67 1,028.67 1,028.67 3,985.80 3,985.80 342.89 342.89 2,400.23 2,400.23 2,400.23 342.89 7,393.17 1,028.67 342.89 65,993.71	Status 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	Issued	7,393.17 7,393.17 12,092.17 12,092.17 1,028.67 1,028.67 1,028.67 1,028.67 3,985.80 342.89 342.89 2,400.23 2,400.23 342.89 7,393.17 1,028.67 342.89 65,993.71
Payment Numk 11692 11 11692 11	per 1193867 1262602 1316861	Payment	Date 06/28/24	Vendor IX 100 IX 100 *** Pa	11692 06/25/24 06/25/24 ayment Total	LANGUAGE LINE SERVICE 4.70 51.08 55.78	S Status 1 0.00 0.00 0.00	Issued	4.70 51.08 55.78
						LEMON PRESS PRINTING 1,119.20 1,119.20			
Payment Numb 37793 69	per 1193869 960.4576-14	Payment	Date 06/28/24	Vendor IX 100 *** Pa	37793 06/16/24 ayment Total	LUETKEHANS, BRADY, GA 1,325.46 1,325.46	RNER & Status 1 0.00 0.00	Issued	1,325.46 1,325.46
Payment Numb 20979 EX	per 1193870 KP20240518	Payment	Date 06/28/24	Vendor IX 100	20979 06/12/24	LYONS, ROBERT 72.00	Status I 0.00	Issued	72.00

AP255 Date 06/28/24 Time 13:06 Pay Group 1000 GENERAL FUND PAY GROUP Bank Account Payment History USD Page

Payment Currency USD

06/28/24 thru 06/28/24 Payment Date Range

Cash Code 1414 Bank 071923909

Payment Code CHK

Vendor Inv	roice	Voucher	Auth PL	Due Date Dsc Dat	te Scheduled Amount	Discount Amount	Net Payme	ent Amount
Payment Number	1193870 Payment	Date 06/28/24	Vendor *** Pa	20979 Lyment Total	LYONS, ROBERT 72.00	Status 0.00		72.00
Payment Number 10776 INV2376	1193871 Payment 553	Date 06/28/24	Vendor IX 100 *** Pa	10776 07/03/24 Lyment Total	M & M CONTROL SERVICE 2,286.07 2,286.07	INC Status 0.00 0.00		2,286.07 2,286.07
Payment Number 10851 420 10851 99849 10851 99983	1193872 Payment	Date 06/28/24	Vendor		MENARDS - WEST CHICAG	0 00		260.72 71.72 186.66 519.10
Payment Number 31768 2847050	1193873 Payment	Date 06/28/24	Vendor IX 100 *** Pa		MERCEDES SCIENTIFIC 541.00 541.00		Issued	541.00 541.00
Payment Number 28996 555 28996 557 28996 559	1193874 Payment	Date 06/28/24	IX 100 IX 100 IX 100	28996 07/21/24 07/24/24 07/25/24 Lyment Total	NASER, EVA Y 237.62 507.62 237.62 982.86	Status 0.00 0.00 0.00 0.00		237.62 507.62 237.62 982.86
Payment Number 10753 NACDL20		Date 06/28/24	IX 100	10753 07/25/24 yment Total	NATIONAL ASSOCIATION 435.00 435.00	OF Status 0.00 0.00		435.00 435.00
Payment Number 12690 0141259	1193876 Payment	Date 06/28/24	Vendor IX 100 *** Pa	12690 07/12/24 yment Total	NORTHERN BALANCE AND 910.00 910.00	SCALE, Status 0.00 0.00	Issued	910.00 910.00
Payment Number 10057 1201981 10057 1820990 10057 3168595 10057 5527321 10057 7125501 10057 7547321	1193877 Payment 8058 060524 00002 061224 55457 053124 0009 061224 0002 061224 0005 061224	Date 06/28/24	IX 100 IX 100	07/05/24 07/12/24	NICOR GAS  290.81 741.93 44.64 61.38 99.08 146.86 1,384.70	0.00		290.81 741.93 44.64 61.38 99.08 146.86 1,384.70
Payment Number 10177 356565	1193878 Payment	Date 06/28/24					Issued	225.00 225.00
Payment Number 22125 P619673 22125 P620911 22125 P622643 22125 P622643	.250 3290	Date 06/28/24	Vendor IX 100 IX 100 IX 100 IX 100	22125 06/15/24 06/19/24 06/29/24 06/29/24	NORTHWESTERN MEDICAL 24.90 116.00 46.45 24.90	FACULTY Status 0.00 0.00 0.00 0.00	Issued	24.90 116.00 46.45 24.90

AP255 Date 06/28/24 Pay Group 1000 GENERAL FUND PAY GROUP USD Page
Time 13:06 Bank Account Payment History

Payment Date Range 06/28/24 thru 06/28/24

Cash Code 1414 Bank 071923909

Payment Code CHK

ayment	Date	Range	00/20/24	CIII u	00/20/2-	I	
					Pavment	Currency	USD

Vendor	Invoice	Voucher	Auth PL 	Due Date Dsc Dat	e Scheduled Amount	Discount Amount	Net Payment Amount
22125	umber 119387 P622643560 P623049260	9 Payment Date 06/28/2	IX 100 IX 100		NORTHWESTERN MEDICAL 87.10 24.90 324.25	FACULTY Status 0.00 0.00 0.00	Issued 87.10 24.90 324.25
19217 19217 19217 19217 19217 19217 19217 19217 19217 19217 19217 19217 19217 19217 19217 19217	umber 119388 P619673140 P619673180 P620098080 P620501070 P622118830 P622118840 P622118860 P622643530 P622643530 P623049240 P623049500 P623049510 P6233476540 P6233705780 P623705780 P624138800 P624138850		IX 100	19217 06/14/24 06/13/24 06/13/24 06/21/24 06/15/24 06/28/24 06/29/24 06/29/24 06/29/24 06/29/24 06/30/24 06/28/24 06/28/24 07/01/24 07/02/24 07/03/24 06/28/24 07/04/24 07/04/24 ayment Total	CENTRAL DUPAGE PHYSIC 27.30 63.95 11.05 63.95 35.05 69.00 35.05 24.90 35.05 84.90 35.05 126.92 35.05 126.92 35.05 24.90 35.05 24.90 35.05 257.11 39.05 41.60 1,885.28	IAN GROUP Status 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	Issued  27.30 63.95 11.05 63.95 35.05 69.00 35.05 24.90 35.05 84.90 35.05 84.90 35.05 126.92 35.05 24.90 35.05 24.90 35.05 24.90 35.05 24.90 35.05 24.90 35.05
29508		1 Payment Date 06/28/2	4 Vendor		OKUNSKAYA, TATIANA 159.96 159.96 140.00 459.92		159.96 159.96 140.00 459.92
	umber 119388 135973 136517	2 Payment Date 06/28/2	IX 100 IX 100	07/05/24 07/18/24	PARTNERS AND PAWS VET 1,037.41 304.68 1,342.09	ERINARY Status 0.00 0.00 0.00	1,037.41 304.68
Payment Nu 12742		3 Payment Date 06/28/2	4 Vendor IX 100 *** Pa	12742 07/15/24 ayment Total	PEERLESS NETWORK, INC 105.18 105.18	Status 0.00 0.00	Issued 105.18 105.18
Payment Nu 11114	umber 119388 273687	4 Payment Date 06/28/2	4 Vendor IX 100 *** Pa	11114 07/19/24 ayment Total	PET SUPPLIES PLUS 124.97 124.97	Status 0.00 0.00	Issued 124.97 124.97
Payment Nu 14259	umber 119388 052324EP	5 Payment Date 06/28/2	4 Vendor IX 100	14259 07/06/24	PICCONY, ELLEN 615.50	Status 0.00	Issued 615.50

AP255 Date 06/28/24 Time 13:06 Pay Group 1000 GENERAL FUND PAY GROUP USD Page Bank Account Payment History

Payment Currency USD

1,739.28

06/28/24 thru 06/28/24 Payment Date Range

Cash Code 1414 Bank 071923909

Payment Code CHK

Vendor	Invoice		Voucher	Auth PL	Due Date Dsc Da	te Scheduled Amount	Discount Amount	Net Paym	ment Amount
Payment Numl	ber 1193885	Payment	Date 06/28/24	Vendor *** Pa	14259 Ayment Total	PICCONY, ELLEN 615.50	Status 0.00	Issued	615.50
	ber 1193886 NV-18290	Payment	Date 06/28/24	Vendor IX 100 *** Pa	37715 07/20/24 ayment Total	PLATO ELEARNING 2,546.00 2,546.00	Status 0.00 0.00	Issued	2,546.00 2,546.00
	ber 1193887 11106014	Payment	Date 06/28/24	IX 100	07/07/24	POMP'S TIRE SERVICE, 594.30 594.30	INC. Status 0.00 0.00	Issued	594.30 594.30
	ber 1193888 23620001267		Date 06/28/24	TX 100	06/12/24	PPG ARCHITECTURAL FIN 186.62 186.62	ISHES Status 0.00 0.00	Issued	186.62 186.62
	ber 1193889 211400555	Payment	Date 06/28/24	IX 100	12901 06/13/24 ayment Total	PREMIER PRIMARY CARE 174.15 174.15	0.00	Issued	174.15 174.15
Payment Numl 30134 2	oer 1193890 123548	Payment	Date 06/28/24	IX 100	30134 07/20/24 ayment Total	PTS COMMUNICATIONS 340.00 340.00	Status 0.00 0.00		340.00 340.00
Payment Numl 13653 Q	oer 1193891 SI-1121230	Payment	Date 06/28/24	Vendor IX 100 *** Pa	13653 07/25/24 ayment Total	QUALITY LOGO PRODUCTS 248.27 248.27	Status 0.00 0.00	Issued	248.27 248.27
27657 CI 27657 CI 27657 CI	oer 1193892 E500HRSRSNI E500HRTRSNI E500P03RSNI E6000UURSNI	Payment		IX 100 IX 100 IX 100 IX 100	27657 06/13/24 06/13/24 06/21/24 06/27/24 ayment Total	RADIOLOGY SUBSPECIALI 6.52 47.54 5.47 5.47 65.00	STS OF NO Status 0.00 0.00 0.00 0.00 0.00 0.00	Issued	6.52 47.54 5.47 5.47 65.00
10313 0	oer 1193893 4E6703021251 4F6703021251	Payment	Date 06/28/24	TV 100	10313 06/13/24 07/12/24 ayment Total	BLUETRITON BRANDS, IN 81.40 105.36 186.76	C Status 0.00 0.00 0.00		81.40 105.36 186.76
Payment Numl 41845 I	ber 1193894 -66958	Payment	Date 06/28/24	IX 100	41845 07/06/24 ayment Total	REAL TIME AUTOMATION, 912.74 912.74	0.00	Issued	912.74 912.74
10034 Si 10034 Si	oer 1193895 1595996.001 1596969.001 1597384.001	Payment		IX 100 IX 100 IX 100	10034 06/02/24 06/28/24 07/05/24	ROYAL PIPE & SUPPLY C 1,003.20 137.58 598.50	0.00 0.00		1,003.20 137.58 598.50

\*\*\* Payment Total

1,739.28

0.00

AP255 Date 06/28/24 Time 13:06 Pay Group 1000 GENERAL FUND PAY GROUP Bank Account Payment History USD Page 10

Cash Code 1414 Payment Code CHK Bank 071923909

Payment	Date	kange	06/28/24	tnru	06/28/24	<del>1</del>	
					Payment	Currency	USD

Vendor	Invoice	Voucher	Auth PL	Due Date Dsc Dat	e Scheduled Amount	Discount Amount	Net Pay	ment Amount
					SAFETY-KLEEN SYSTEMS 227.86 227.86			
					SCANTRON CORPORATION 547.50 547.50			
Payment Numb 14389 B1	er 1193898 Payment 8023668	Date 06/28/24	Vendor IX 100 *** Pa	14389 03/30/24 ayment Total	SHI INTERNATIONAL COR 136,119.04 136,119.04	RP Status 0.00 0.00	s Issued	136,119.04 136,119.04
Payment Numb 37837 16 37837 16	er 1193900 Payment 4090 4296A	Date 06/28/24	Vendor IX 100 IX 100 *** Pa	37837 06/15/24 06/09/24 ayment Total	THE STANDARD COMPANIE 10,960.00 439.45 11,399.45	SS Status 0.00 0.00 0.00	s Issued	10,960.00 439.45 11,399.45
Payment Numb 10709 00 10709 00 10709 00 10709 00 10709 00	er 1193901 Payment 00500460-02 061124 00500460-02 5/15/24 00500480-00 051524 00500480-00 061124 00500500-00 061124	Date 06/28/24	Vendor IX 100	10709 07/11/24 06/14/24 06/14/24 07/11/24 06/14/24 07/11/24 ayment Total	VILLAGE OF WINFIELD 368.14 346.71 51.82 52.67 22.70 22.70 864.74	Status 0.00 0.00 0.00 0.00 0.00 0.00	s Issued	368.14 346.71 51.82 52.67 22.70 22.70 864.74
Payment Numb 29895 14 29895 14	er 1193902 Payment 670 682	Date 06/28/24	Vendor IX 100 IX 100 *** Pa	29895 06/30/24 07/22/24 ayment Total	WELLSPRING CLOUD SOLU 200.36 500.36 700.72	TIONS LLC Status 0.00 0.00 0.00	s Issued	200.36 500.36 700.72
Payment Numb 10419 E3	er 1193903 Payment 1313710	Date 06/28/24	Vendor IX 100 *** Pa	10419 06/22/24 ayment Total	WHEATON EYE CLINIC 41.60	Status 0.00 0.00	s Issued	41.60 41.60
Darmont Numb	er 1193904 Payment CP000000769125E CP000000769125EA CP000000769126E CP000000769126EA CP000000769126EB CP0000007769650E CP000000770520E	Data 06/20/24	Tondon	12471 06/13/24 06/13/24 06/13/24 06/13/24 06/13/24 06/14/24 06/15/24	WINFIELD LABORATORY 16.46 7.95 15.06 22.07 3.85 25.27 16.40 20.73	Status 0.00 0.00 0.00 0.00 0.00 0.00 0.00	s Issued	16.46 7.95 15.06 22.07 3.85 25.27 16.40 20.73

AP255 Date 06/28/24 Time 13:06 Pay Group 1000 GENERAL FUND PAY GROUP Bank Account Payment History

USD

11 Page

06/28/24 thru 06/28/24 Payment Date Range

Cash Code 1414 Bank 071923909 Payment Code CHK

Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date Dsc D	ate Schedu	ıled Amount Discount	Amount	Net Payme:	nt Amount
Payment Numbe	er 1193904 Payment	Date 06/28/24	Vendor *** Pa	12471 yment Total	WINFIELD	LABORATORY 127.79	Status 0.00	Issued	127.79
12560 WPC	er 1193905 Payment CA000000207920E CA000000208940E CA000000209165E	Date 06/28/24	IX 100 IX 100 IX 100	12560 05/10/24 06/13/24 06/13/24 yment Total	WINFIELD	PATHOLOGY CONSULTANTS 4.45 49.32 4.45 58.22	Status 0.00 0.00 0.00 0.00	Issued	4.45 49.32 4.45 58.22
		*** Pa		e CHK Total yment Count	307	,278.92 70	0.00	30	7,278.92
		*** Ca		1414 Total yment Count	406	,657.24 82	0.00	40	5,657.24
		*** Pay Gi	roup 1000 Pa	USD Total yment Count	406	,657.24 82	0.00	40	6,657.24

AP255 Date: 06/28/24 Time: 13:06 JOB SUBMISSION PARAMETERS

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

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

Payment Date: 062824 -Payment Numbers: Payment Code: 062824

AP255 Date 06/28/24 Pay Group 1100 GENERAL GOVERNMENT PAY GROUP USD Page 1 Bank Account Payment History

Payment Date Range 06/28/24 thru 06/28/24

Cash Code 1414 Bank 071923909 Payment Currency USD Payment Code ACH

Vendor	Invoid	ce 		Vc	oucher	Auth PL	Due Dat	te Dsc Date	Sched	uled Amou	nt Discount	Amount	Net Pay	ment Amount
Payment Numb 12405 J0		532010 P	ayment	Date	06/28/24	IX 105	1240 06/28/2 Payment To	24		CHANICAL 10,242.	CONTRACTORS 00	Status 0.00 0.00	Issued	10,242.00 10,242.00
Payment Numb 11487 20		532011 P	ayment	Date	06/28/24	IX 120	07/11/2 03/11/2 Payment To	24	MAGING :	SYSTEMS I 274. 274.88		Status 0.00 0.00	Issued	274.88 274.88
					*** P		ode ACH To Payment Co		10	,516.88		0.00		10,516.88

> 06/28/24 thru 06/28/24 Payment Date Range

Cash Code 1414 Payment Code CHK Bank 071923909

Payment Currency USD

Vendor Inv	roice	Voucher	Auth PL	Due Date Dsc Da	te Scheduled Amount	Discount Amou	nt Net Pay	ment Amount
					A J EXTERIORS & ROOF 100.00 100.00		atus Issued .00 )	100.00
Payment Number 21744 RES-RRR	1193907 Payment I 2-24-000986	Date 06/28/24	Vendor IX 170 *** Pa	21744 06/26/24 yment Total	ABC PLUMBING HEATING 100.00	COOLING Sta	atus Issued .00 )	100.00
Payment Number 41532 RES-ALT	1193908 Payment I -23-001430	Date 06/28/24	Vendor IX 170 *** Pa	41532 06/26/24 yment Total	ACCULEVEL, INC 100.00	Sta 0 0.00	atus Issued .00 )	100.00 100.00
Payment Number 28309 RES-RRR	1193909 Payment I 2-24-000971	Date 06/28/24	Vendor IX 170 *** Pa	28309 06/26/24 yment Total	AEGIS CONSTRUCTION GF 100.00 100.00	0	atus Issued .00 )	100.00
Payment Number 22228 RES-RRR	1193910 Payment I 2-24-001143	Date 06/28/24	Vendor IX 170 *** Pa	22228 06/26/24 yment Total	ALLIANCE REMODELING 8 100.00 100.00	Sta 0 0.00	atus Issued .00 )	
Payment Number 44109 2693920	1193911 Payment I		IX 102 *** Pa	07/10/24 yment Total	64,000.00 64,000.00	0.00	.00	
Payment Number 15669 COM-ROC 15669 RES-RRR 15669 RES-RRR	1193912 Payment I DF-23-003474 -24-001088 -24-001259	Date 06/28/24	Vendor IX 170 IX 170 IX 170 *** Pa	15669 06/26/24 06/26/24 06/26/24 yment Total	ALOHA CONSTRUCTION IN 200.00 100.00 100.00 400.00	NC Sta 0 0 0 0	atus Issued .00 .00 .00	200.00 100.00 100.00 400.00
Payment Number 43804 208258	1193913 Payment I	Date 06/28/24	IX 140	43804 06/30/24 yment Total	ALOHA DOCUMENT SERVIC 119.20 119.20	CES, INC Sta	atus Issued .00 )	119.20 119.20
Payment Number 14893 RES-RRR	1193914 Payment I 2-24-000467	Date 06/28/24	Vendor IX 170 *** Pa	14893 06/26/24 yment Total	AMERICAN RESIDENTIAL 100.00 100.00	SVCS LLC Sta	atus Issued .00 )	100.00
Payment Number 31303 RES-RRR	1193915 Payment I 2-24-000739	Date 06/28/24	Vendor IX 170 *** Pa	31303 06/26/24 yment Total	ATLAS GENERAL CONTRAC 100.00 100.00	CTORS Sta	atus Issued .00 )	100.00
Payment Number 36588 RES-RRR	1193916 Payment I -24-001277	Date 06/28/24	Vendor IX 170 *** Pa	36588 06/26/24 yment Total	BENDIK, CHRISTOFER R 100.00 100.00	Sta 0 0.00	atus Issued .00	100.00
Payment Number 38820 RES-ACC	1193917 Payment I 1-24-000655	Date 06/28/24			BLUE CONSTRUCTION 100.00	Sta 0	atus Issued .00	100.00

Payment Currency USD

06/28/24 thru 06/28/24 Payment Date Range

Cash Code 1414 Bank 071923909

Payment Code CHK

Vendor In	nvoice 	Voucher	Auth PL	Due Date Dsc Dat	te Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1193917 Payment	Date 06/28/24	Vendor *** Pa	38820 ayment Total	BLUE CONSTRUCTION 100.00	Status 0.00	Issued 100.00
Payment Number 38555 RES-AG	1193918 Payment CC-24-000669	Date 06/28/24	Vendor IX 170 *** Pa	38555 06/26/24 ayment Total	BOETTCHER, MICHAEL A 100.00 100.00	Status 0.00 0.00	Issued 100.00 100.00
Payment Number 16546 RES-AG	1193919 Payment CC-24-001294	Date 06/28/24	Vendor IX 170		BREMNER, ROBERT S 100.00 100.00		
Payment Number 32348 RES-S0 32348 RES-S0 32348 RES-S0	1193920 Payment DLAR-22-003859 DLAR-24-000714 DLAR-24-000865	Date 06/28/24	Vendor IX 170 IX 170 IX 170 *** Pa	32348 06/26/24 06/26/24 06/26/24 ayment Total	BRIGHT PLANET SOLAR 100.00 100.00 100.00 300.00	Status 0.00 0.00 0.00 0.00	100.00
28408 RES-RI	1193921 Payment RR-23-001767 RR-24-000827	Date 06/28/24	Vendor IX 170 IX 170 *** Pa	28408 06/26/24 06/26/24 ayment Total	C & N CONSTRUCTION IN 100.00 100.00 200.00	Status 0.00 0.00 0.00	100.00 100.00 200.00
Payment Number 19913 RES-RI	1193922 Payment RR-24-001455	Date 06/28/24	Vendor IX 170 *** Pa	19913 06/26/24 ayment Total	C H ROOFING & CONSTRU 100.00 100.00	CCTION Status 0.00 0.00	Issued 100.00 100.00
Payment Number 38558 RES-RE	1193923 Payment RR-24-000782	Date 06/28/24	Vendor IX 170 *** Pa	38558 06/26/24 ayment Total	CAMBRIDGE EXTERIORS 100.00 100.00	Status 0.00 0.00	
Payment Number 30025 RES-RE	1193924 Payment RR-24-000529	Date 06/28/24	IX 170	06/26/24	CANGA EXTERIOR RESTOR 100.00 100.00	0.00	
Payment Number 42096 RES-AG	1193925 Payment CC-24-001301	Date 06/28/24	IX 170	42096 06/26/24 ayment Total	CANKAR, ANDREW 100.00 100.00	Status 0.00 0.00	
Payment Number 13086 RES-RE	1193926 Payment RR-23-003218	Date 06/28/24	Vendor IX 170 *** Pa	13086 06/26/24 ayment Total	CANTIGNY FOUNDATION 100.00 100.00	Status 0.00 0.00	100.00
					CARBERY, JOHN 100.00 100.00		Issued 100.00 100.00
Payment Number 15191 RES-AG	1193928 Payment CC-24-000955	Date 06/28/24	Vendor IX 170	15191 06/26/24	CAREFREE LANDSCAPING 100.00	Status 0.00	Issued 100.00

Payment Currency USD

06/28/24 thru 06/28/24 Payment Date Range

Cash Code 1414 Payment Code CHK Bank 071923909

Vendor Ir	nvoice	Voucher	Auth PL		Date Scheduled Amount		
Payment Number	1193928 Payment Da	ate 06/28/24	Vendor *** Pa	15191 ayment Total	CAREFREE LANDSCAPING 100.00	Status 0.00	Issued 100.00
Payment Number 28012 RES-AC 28012 RES-AC	1193929 Payment Da CC-24-000603 CC-24-001150	ate 06/28/24	IX 170 IX 170	28012 06/26/24 06/26/24 ayment Total	CEDAR MOUNTAIN FENCE 100.00 100.00 200.00		100.00 100.00
Payment Number 14903 COM-RC	1193930 Payment Da OOF-24-001063	ate 06/28/24	IX 170	14903 06/26/24 ayment Total	CHAPO CONSTRUCTION CC 200.00 200.00	Status 0.00 0.00	Issued 200.00 200.00
Payment Number 42176 RES-AI	1193931 Payment Da T-22-003819	ate 06/28/24	Vendor IX 170 *** Pa	42176 06/26/24 ayment Total	CHAVEZ, JUAN 100.00 100.00		Issued 100.00 100.00
Payment Number 12628 2024-1	1193932 Payment Da .9	ate 06/28/24	IX 105	12628 06/30/24 ayment Total	CHOOSE DUPAGE 8,856.66 8,856.66	Status 0.00 0.00	8,856.66
Payment Number 31694 RES-AC	1193933 Payment Da CC-24-001087	ate 06/28/24	IX 170	31694 06/26/24 ayment Total	CONCRETE MANAGEMENT I 100.00 100.00	0.00	
Payment Number 16245 RES-RE	1193934 Payment Da RR-24-000205	ate 06/28/24	IX 170	16245 06/26/24 ayment Total	D-S EXTERIORS INC 100.00 100.00	Status 0.00 0.00	Issued 100.00 100.00
Payment Number 16141 RES-AC	1193935 Payment Da CC-24-000269		IX 170	16141 06/26/24 ayment Total	DEPENDABLE CONCRETE I 100.00 100.00	NC Status	Issued 100.00 100.00
	1193936 Payment Da RR-24-001367	ate 06/28/24	IX 170	15245 06/26/24 ayment Total	DRF TRUSTED PROPERTY 100.00	SOLUTIONS Status 0.00 0.00	Issued 100.00 100.00
Payment Number 31703 RES-RE	1193937 Payment Da RR-24-000819	ate 06/28/24	IX 170	31703 06/26/24 ayment Total	DRISCOLL RENOVATIONS 100.00 100.00	INC Status 0.00 0.00	
Payment Number 27336 RES-RE	1193938 Payment Da RR-24-000622	ate 06/28/24	IX 170	27336 06/26/24 ayment Total	DUPAGE ADJUSTERS LLC 100.00 100.00	Status 0.00 0.00	Issued 100.00 100.00
Payment Number 20235 2024-8	1193939 Payment Da 854	ate 06/28/24	Vendor IX 105 *** Pa	20235 06/30/24 ayment Total	DUPAGE CONVENTION & V 196,302.84 196,302.84	VISITORS Status 0.00 0.00	196,302.84
Payment Number	1193940 Payment Da	ate 06/28/24	Vendor	34667	ECO BUILD PLUS	Status	Issued

> 06/28/24 thru 06/28/24 Payment Date Range

Cash Code 1414 Payment Code CHK

Bank 071923909 Payment Currency USD

rayment code	Cinc							
Vendor	Invoice	Voucher	Auth PL	Due Date Dsc Da	te Scheduled Amount	Discount Amount	Net Payment	Amount
Payment Number 34667 RES-	1193940 Payment ALT-24-000542	Date 06/28/24	Vendor IX 170 *** Pa	34667 06/26/24 ayment Total	ECO BUILD PLUS 100.00 100.00	Status 0.00 0.00	Issued 1	100.00
Payment Number 28975 RES- 28975 RES-	1193941 Payment RRR-24-000768 RRR-24-000770	Date 06/28/24	Vendor IX 170 IX 170 *** Pa	28975 07/26/24 06/26/24 ayment Total	ELEVATE CONSTRUCTION 100.00 100.00 200.00	INC Status 0.00 0.00 0.00	Issued	L00.00 L00.00 200.00
Payment Number 38601 RES-	1193942 Payment RRR-24-000960	Date 06/28/24	Vendor IX 170 *** Pa	38601 06/26/24 ayment Total	ESTATE EXTERIORS INC 100.00	Status 0.00 0.00	Issued 1	L00.00 L00.00
32744 RES-	1193943 Payment RRR-24-001662C		IX 170 *** Pa	06/26/24 Avment Total	100.00	0.00	1	L00.00 L00.00
Payment Number 15144 RES- 15144 RES-	1193944 Payment RRR-24-000862 RRR-24-001217	Date 06/28/24	Vendor IX 170 IX 170 *** Pa	15144 06/26/24 06/26/24 ayment Total	100.00 100.00 200.00	Status 0.00 0.00 0.00	Issued	100.00 100.00 200.00
Payment Number 29866 RES-	1193945 Payment RRR-24-001328	Date 06/28/24	Vendor IX 170 *** Pa	29866 06/26/24 ayment Total	FLORES ENTERPRISES IN 100.00 100.00	IC Status 0.00 0.00	Issued 1	L00.00 L00.00
Payment Number 43449 RES-	1193946 Payment ACC-24-000349	Date 06/28/24	Vendor IX 170 *** Pa	43449 06/26/24 ayment Total	FREEDOM FENCE COMPANY 100.00 100.00	Y LLC Status 0.00 0.00	Issued 1	L00.00 L00.00
Payment Number 16070 RES-	1193947 Payment RRR-23-002858	Date 06/28/24	Vendor IX 170 *** Pa	16070 06/26/24 ayment Total	FRITZ KONSTRUCTION OF 100.00	0 00	Issued 1	L00.00 L00.00
Payment Number 42105 RES-	1193948 Payment ACC-24-001083	Date 06/28/24	Vendor IX 170 *** Pa	42105 06/26/24 ayment Total	GENERATOR TECHNOLOGIE 100.00 100.00	ES, INC Status 0.00 0.00	Issued 1	L00.00 L00.00
42106 RES-	1193949 Payment ACC-24-000537	Date 06/28/24	Vendor IX 170 *** Pa	42106 06/26/24 ayment Total	GIAGNORIO, RANDALL 100.00 100.00	Status 0.00 0.00	Issued 1	L00.00 L00.00
Payment Number 39892 RES-	1193950 Payment RRR-24-001102	Date 06/28/24	Vendor IX 170 *** Pa	39892 06/26/24 ayment Total	100.00 100.00	Status 0.00 0.00	1 1	
Payment Number 29312 RES- 29312 RES-	1193951 Payment RRR-23-002826 RRR-24-000154	Date 06/28/24	Vendor IX 170 IX 170	29312 06/26/24 06/26/24	GO PERMITS LLC 100.00 100.00	Status 0.00 0.00	Issued 1	100.00

AP255 Date 06/28/24 Time 13:07 Pay Group 1100 GENERAL GOVERNMENT PAY GROUP Bank Account Payment History USD Page

Payment Currency USD

06/28/24 thru 06/28/24 Payment Date Range

Cash Code 1414 Bank 071923909

Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date Dsc Da	te Scheduled Amount	Discount Amount	Net Payment Amou	unt
Payment Num 29312 F 29312 F 29312 F 29312 F	aber 1193951 Payment RES-RRR-24-000354 RES-RRR-24-000451 RES-RRR-24-000927 RES-RRR-24-001101	Date 06/28/24	Vendor IX 170 IX 170 IX 170 IX 170 IX 170	29312 06/26/24 06/26/24 06/26/24 06/26/24 yment Total	GO PERMITS LLC	Status 0.00 0.00 0.00 0.00 0.00	Issued 100.0 100.0 100.0 100.0 600.0	00 00 00
Payment Num 17074 F	nber 1193952 Payment RES-RRR-24-001176	Date 06/28/24	Vendor IX 170 *** Pa	17074 06/26/24 yment Total	HOUSETOP CONSTRUCTION 100.00 100.00	LLC Status 0.00 0.00	Issued 100.0	
Payment Num 25239 F	nber 1193953 Payment RES-ACC-23-001596	Date 06/28/24	Vendor IX 170 *** Pa	25239 06/26/24 yment Total	HURSTHOUSE INC 100.00	Status 0.00 0.00	100.0	
Payment Num 32063 F	nber 1193954 Payment RES-ACC-24-001076	Date 06/28/24					100.0 100.0	
42986 F	nber 1193955 Payment RES-ACC-23-002363				JBN BUILDERS LLC 100.00			
Payment Num 24723 F	nber 1193956 Payment RES-ADD-23-002117	Date 06/28/24	Vendor IX 170 *** Pa	24723 06/26/24 yment Total	JORDAN, WILLIAM 400.00	Status 0.00 0.00	Issued 400.0	
Payment Num 19915 F	nber 1193957 Payment RES-ACC-24-001149	Date 06/28/24	Vendor IX 170 *** Pa	19915 06/26/24 yment Total	JOHN KRUG 100.00 100.00	Status 0.00 0.00	100.0	
Payment Num 43883 F	nber 1193958 Payment RES-ACC-23-002275	Date 06/28/24	Vendor IX 170 *** Pa	43883 06/26/24 yment Total	KWASNIEWSKI, DAMIAN 100.00 100.00	Status 0.00 0.00	100.0	
Payment Num 16006 F	nber 1193959 Payment RES-ACC-24-001013	Date 06/28/24	Vendor IX 170 *** Pa	16006 06/26/24 yment Total	LA MANTIA ENTERPRISES 100.00 100.00	INC Status 0.00 0.00	100.0	
Payment Num 28223 F	nber 1193960 Payment RES-RRR-24-000771	Date 06/28/24	Vendor IX 170 *** Pa	28223 06/26/24 yment Total	LANG HOME EXTERIORS 100.00	Status 0.00 0.00	Issued 100.0	
Payment Num 17137 F	nber 1193961 Payment RES-ACC-22-004086	Date 06/28/24	Vendor IX 170 *** Pa	17137 06/26/24 yment Total	LEE LEGLER CONSTRUCTI 100.00 100.00	ON & Status 0.00 0.00	Issued 100.0	
Payment Num	nber 1193962 Payment RES-RRR-24-000961	Date 06/28/24	Vendor	21905	LEES ADJUSTERS NETWOR 100.00			00

AP255 Date 06/28/24 Pay Group 1100 GENERAL GOVERNMENT PAY GROUP USD Page
Time 13:07 Bank Account Payment History

Payment Date Range 06/28/24 thru 06/28/24
Cash Code 1414 Bank 071923909
Payment Code CHK
Payment Date Range 06/28/24 thru 06/28/24
Payment Currency USD

Vendor Ir	nvoice	Voucher	Auth PL	Due Date Dsc Dat	e Scheduled Amount I	Discount Amount	Net Payme:	nt Amount
	1193962 Payment	Date 06/28/24	Vendor *** Pa	21905 ayment Total	LEES ADJUSTERS NETWORK 100.00	INC Status 0.00	Issued	100.00
Payment Number 31254 RES-RE	1193963 Payment RR-24-001308	Date 06/28/24	Vendor IX 170 *** Pa	31254 06/26/24 ayment Total	LEGACY RESTORATION LLC 100.00 100.00	Status 0.00 0.00	Issued	100.00
Payment Number 15012 RES-RE	1193964 Payment RR-24-000933	Date 06/28/24	Vendor IX 170 *** Pa	15012 06/26/24 ayment Total	LEGEND EXTERIORS AND 100.00	Status 0.00 0.00	Issued	100.00
					LENNOX, SUSAN M 100.00 100.00			
Payment Number 28983 MISC-I 28983 RES-AG	1193966 Payment PRKG-23-003192 CC-24-001019	Date 06/28/24	Vendor IX 170 IX 170 *** Pa	28983 06/26/24 06/26/24 ayment Total	LEON SEALCOATING	Status 0.00 0.00 0.00	Issued	200.00 100.00 300.00
Payment Number 41075 RES-AI	1193967 Payment LT-22-001611	Date 06/28/24	Vendor IX 170 *** Pa	41075 06/26/24 ayment Total	LINDSEY, DAMON 100.00 100.00	Status 0.00 0.00	Issued	100.00
10375 11400 10375 11606 10375 11965 10375 12284 10375 12624 10375 12766 10375 12839 10375 13390 10375 13561	1193908 Payment	Date 00/28/24	IX 120	10375 06/06/24 06/08/24 06/12/24 06/15/24 06/19/24 06/15/24 06/21/24 06/27/24 06/29/24 ayment Total	400.00 300.00 300.00 250.00 250.00 250.00 300.00 300.00 400.00 2,750.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	Issued	400.00 300.00 300.00 250.00 250.00 250.00 300.00 400.00 2,750.00
Payment Number 23932 RES-AG	1193969 Payment CC-24-000636	Date 06/28/24	Vendor IX 170 *** Pa	23932 06/26/24 ayment Total	LOREK, WILLIAM 100.00	Status 0.00 0.00	Issued	100.00
Payment Number 20221 RES-RE	1193970 Payment RR-24-000958	Date 06/28/24	Vendor IX 170 *** Pa	20221 06/26/24 ayment Total	M&M ROOFING INC 100.00	Status 0.00 0.00	Issued	100.00
					MASTEC NETWORK SOLUTION 200.00 200.00			
Payment Number	1193972 Payment	Date 06/28/24	Vendor	42201	MEHMOOD, ALI	Status	Issued	

AP255 Date 06/28/24 Time 13:07 Pay Group 1100 GENERAL GOVERNMENT PAY GROUP Bank Account Payment History USD Page

Payment Currency USD

06/28/24 thru 06/28/24 Payment Date Range

Cash Code 1414 Payment Code CHK Bank 071923909

Vendor	Invoice	Voucher	Auth PL	Due Date Dsc Da	ate Scheduled Amour	nt Discount Amount	Net Paym	nent Amount
Payment Numb 42201 RE	er 1193972 Payment : S-NEW-23-000071	Date 06/28/24	Vendor IX 170 *** Pa	42201 06/26/24 yment Total	MEHMOOD, ALI 2,000.0 2,000.00	Status 00 0.00 0.00	: Issued	2,000.00
	er 1193973 Payment: S-RRR-24-000731 S-RRR-24-001092							
Payment Numb 44030 RE 44030 RE	er 1193974 Payment: S-ADD-23-001223 S-ALT-23-003755	Date 06/28/24	Vendor IX 170 IX 170 *** Pa	44030 06/26/24 06/26/24 yment Total	MITCHEL, GREGORY E 400.0 100.0 500.00	Status 00 0.00 00 0.00 0.00	s Issued	400.00 100.00 500.00
Payment Numb 40954 RE	er 1193975 Payment : S-ACC-24-000675	Date 06/28/24	Vendor IX 170 *** Pa	40954 06/26/24 yment Total	MITCHELL, TIMOTHY 100.0 100.00	Status 00 0.00 0.00	s Issued	100.00
	er 1193976 Payment : E6703021254							
Payment Numb 18682 TR	oer 1193977 Payment : V20240611	Date 06/28/24	Vendor IX 120 *** Pa	18682 06/21/24 yment Total	SCHUBERT, DINA 876.1 876.11	Status 0.00 0.00	s Issued	876.11 876.11
Payment Numb 20021 20 20021 20 20021 20	er 1193978 Payment: 24-235 24-236 24-237	Date 06/28/24	Vendor IX 120 IX 120 IX 120 *** Pa	20021 06/05/24 06/15/24 06/15/24 yment Total	SPAY ILLINOIS PET 250.0 250.0 300.0 800.00	WELL CLINICS Status 00 0.00 00 0.00 00 0.00 0.00	s Issued	250.00 250.00 300.00 800.00
		*** P	ayment Cod Pa	e CHK Total yment Count	284,767.03 73	0.00	2	884,767.03
		*** C	ash Code Pa	1414 Total yment Count	295,283.91 75	0.00	2	95,283.91
		*** Pay G	roup 1100 Pa	USD Total yment Count	295,283.91 75	0.00	2	95,283.91

AP255 Date: 06/28/24 Time: 13:07 JOB SUBMISSION PARAMETERS

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

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

Payment Date: 062824 -Payment Numbers: Payment Code: 062824

AP255 Date 06/28/24 Pay Group 1200 HEALTH AND WELFARE PAY GROUP USD Page
Time 13:07 Bank Account Payment History

Payment Date Range 06/28/24 thru 06/28/24 Payment Currency USD

Cash Code 1414 Bank 071923909 Payment Code ACH

Vendor I	Invoice	Voucher	Auth PL	Due Date Dsc I	Date Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 26753 19MY-		Date 06/28/24	IX 100	26753 07/18/24 yment Total	AMAZON CAPITAL SERVICE 80.67 80.67	S Status 0.00 0.00	Issued 80.67 80.67
Payment Number 10667 RC485 10667 RR201 10667 RR416	501 145	Pate 06/28/24	IX 100 IX 100 IX 100	10667 06/02/24 07/06/24 07/06/24 yment Total	CDW GOVERNMENT INC 4,581.40 1,409.85 101.72 6,092.97	Status 0.00 0.00 0.00 0.00	Issued 4,581.40 1,409.85 101.72 6,092.97
Payment Number 13285 6493-		oate 06/28/24	IX 100	13285 05/30/24 yment Total	COMMERCIAL MECHANICAL 1,310,289.93 1,310,289.93	INC Status 0.00 0.00	Issued 1,310,289.93 1,310,289.93
		*** Pa	4	e ACH Total yment Count	1,316,463.57	0.00	1,316,463.57

AP255 Date 06/28/24 Time 13:07 Pay Group 1200 HEALTH AND WELFARE PAY GROUP Bank Account Payment History USD Page

Payment Currency USD

06/28/24 thru 06/28/24 Payment Date Range

Cash Code 1414 Bank 071923909

Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date Dsc	Date Scheduled Amount Dis	scount Amount Net Pay	ment Amount
Payment Numb	per 1193979 Payment 952077-IN	Date 06/28/24	IX 100	10056 07/14/24 ayment Total	ALCO SALES & SERVICE CO. 3,142.81 3,142.81	Status Issued 0.00	3,142.81 3,142.81
Payment Numb 10682 31	per 1193980 Payment 178455745	Date 06/28/24	IX 100	10682 07/14/24 ayment Total	AMERISOURCEBERGEN DRUG CO 82.56 82.56	ORP Status Issued 0.00 0.00	82.56 82.56
Payment Numb 10008 63	per 1193981 Payment 30665656306 2024	Date 06/28/24	IX 100	10008 07/04/24 ayment Total	AT&T 418.69 418.69	Status Issued 0.00	418.69 418.69
26602 73 26602 73	per 1193982 Payment 377355584 377355585 377355586 377355587	Date 06/28/24	Vendor IX 100 IX 100 IX 100 IX 100	26602 07/14/24 07/14/24 07/14/24 07/14/24	CARDINAL HEALTH 110, LLC 827.46 5.58 36.04 7.44	Status Issued 0.00 0.00 0.00 0.00	827.46 5.58 36.04 7.44

Payment Number	10056 2952077-IN	IX 100 07/14/24  *** Payment Total	3,142.81 3,142.81	0.00 0.00	3,142.81 3,142.81
10008 630665656306 2024   IX 100 07/04/24		Vendor 10682 IX 100 07/14/24 *** Payment Total	AMERISOURCEBERGEN DRUG CORP 82.56 82.56	0.00	82.56 82.56
26602 7377355586	Payment Number 1193981 Payment Date 06/28/24 10008 630665656306 2024	IX 100 07/04/24	418.69	0.00	
20002 1310033731	26602 7377355584 26602 7377355585 26602 7377355586 26602 7377355588 26602 7377355588 26602 7377356237 26602 7377356237 26602 7377524290 26602 7377524290 26602 7377524293 26602 7377524295 26602 7377524295 26602 7377524297 26602 7377524297 26602 7377524497 26602 7377524497 26602 7377524497 26602 7377524498 26602 7377707785 26602 7377707786 26602 7377707788 26602 7377707789 26602 737770789 26602 737770789 26602 7377708831 26602 7377708831 26602 7377919110 26602 7377919110 26602 7377920230 26602 7377920230 26602 7377920231 26602 7377920233 26602 7377920233	IX 100 07/14/24 IX 100 07/14/24 IX 100 07/14/24	827.46 5.58 36.04	0.00 0.00	5.58 36.04 7.44 1,815.51 384.28 1,070.50 6.97 3.80 54.60 26.88 8,702.92 18.10 10.39 26.964 1,428.49 19.90 22.16 19.05 4.20 24.72 624.78 13.14 33.77 1.66 25.74 52.20 5.80 7.28 3,636.49 88.88

AP255 Date 06/28/24 Time 13:07 Pay Group 1200 HEALTH AND WELFARE PAY GROUP Bank Account Payment History USD Page

> 06/28/24 thru 06/28/24 Payment Date Range

Cash Code 1414 Bank 071923909

Payment Code CHK

Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date Dsc Da	te Scheduled Amount	Discount Amount	Net Payment Amount
26602 26602 26602 26602 26602 26602 26602 26602 26602	umber 1193982 7378055953 7378055954 7378055956 7378056319 7378056322 7378287588 7378287590 7378287592 7378288068 7378288069 7378288069	Payment Date 06/28/24	IX 100	07/20/24	CARDINAL HEALTH 110, 5.50 335.07 5.01 53.60 4,597.52 194.08 423.45 4,368.71 7.60 134.63 2.75 30,817.62	0.00	Issued  5.50 335.07 5.01 53.60 4,597.52 194.08 423.45 4,368.71 7.60 134.63 2.75 30,817.62
Payment No. 19211	umber 1193983 36096981	Payment Date 06/28/24	Vendor IX 100 *** Pa	19211 07/07/24 ayment Total	HOBART SERVICE 1,440.63 1,440.63	Status 0.00 0.00	1,440.63 1,440.63
Payment N 12987	umber 1193984 24M-0088407	Payment Date 06/28/24	IX 100	12987 07/20/24 ayment Total	INOVALON PROVIDER, IN 77.03	C. Status 0.00 0.00	77.03 77.03
39549 39549 39549 39549 39549	umber 1193985 362721874001 362723778001 362723779001 367599712001 367606272001 369388991001	Payment Date 06/28/24	Vendor IX 100	39549 05/22/24 05/22/24 05/23/24 06/30/24 06/29/24 07/04/24 ayment Total	ODP BUSINESS SOLUTION 44.99 54.92 20.89 20.29 12.58 151.92 305.59	S, LLC Status 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	1ssued 44.99 54.92 20.89 20.29 12.58 151.92 305.59
38749	umber 1193986 5471088 5584707	Payment Date 06/28/24	IX 100 IX 100	38749	PERFORMANCE FOODSERVI 54.34 151.25 205.59	CE Status	Issued 54.34 151.25
28804 28804 28804 28804	umber 1193987 3558921 3558922 3560742 3560743 3561340 3561363	Payment Date 06/28/24	IX 100 IX 100 IX 100 IX 100 IX 100 IX 100	07/13/24 07/13/24	PRESCRIPTION SUPPLY I 190.29 16.28 189.24 13.65 168.54 5.30	0.00	190.29 16.28 189.24 13.65 168.54 5.30 583.30
	umber 1193988 2123390	Payment Date 06/28/24	Vendor IX 100 *** Pa	30134 07/13/24 ayment Total	PTS COMMUNICATIONS 75.00 75.00	Status 0.00 0.00	75.00 75.00

AP255 Date 06/28/24 Time 13:07 Pay Group 1200 HEALTH AND WELFARE PAY GROUP Bank Account Payment History

USD

06/28/24 thru 06/28/24

Payment Code CHK

Payment Date Range Cash Code 1414 Bank 071923909 Payment Currency USD

Vendor	Invoice	Voucher Auth P	L Due Date Dsc I	Date Scheduled Amount	Discount Amount	Net Payment Amount
Payment Numb 30141 II	per 1193989 Payment NV-125752	IX 10		WELLSKY 249.88 249.88	Status 0.00 0.00	Issued 249.88 249.88
		*** Payment	Code CHK Total Payment Count	37,398.70 11	0.00	37,398.70
		*** Cash Cod	e 1414 Total Payment Count	1,353,862.27 14	0.00	1,353,862.27
		*** Pay Group 12	00 USD Total Payment Count	1,353,862.27 14	0.00	1,353,862.27

AP255 Date: 06/28/24 Time: 13:07 JOB SUBMISSION PARAMETERS

User Name: DP\FNDMD Job Name: PMTHISTORY

Step Nbr: 5

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

Payment Date: 062824 -Payment Numbers: Payment Code: 062824

AP255 Date 06/28/24 Pay Group 1400 JUDICIAL PAY GROUP Bank Account Payment History

USD

Page 1

Payment Date Range 06/28/24 thru 06/28/24

Cash Code 1414 Bank 071923909 Payment Code CHK

Payment Currency USD

Vendor	Invoice	Voucher	Auth PL Due	Date Dsc Date	Scheduled Amount	Discount	Amount	Net Payme	ent Amount
Payment Numb 33752 RQ		ent Date 06/28/24		3/24	JCIDEA TECHNOLOGIES 2,988.00 2,988.00	(U.S.)	Status 0.00 0.00	Issued	2,988.00
Payment Numb 39549 36	er 1193991 Payme 7257936001	ent Date 06/28/24		6/24	DP BUSINESS SOLUTION: 49.89 49.89	S, LLC	Status 0.00 0.00	Issued	49.89 49.89
		*** Pa	yment Code CHR Payment		3,037.89		0.00		3,037.89
		*** Ca	sh Code 1414 Payment	Total Count	3,037.89		0.00		3,037.89
		*** Pay Gr	oup 1400 USD Payment	Total Count	3,037.89		0.00		3,037.89

AP255 Date: 06/28/24 Time: 13:07 JOB SUBMISSION PARAMETERS

User Name: DP\FNDMD Job Name: PMTHISTORY

Step Nbr: 6

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

Payment Date: 062824 -Payment Numbers: Payment Code: 062824

AP255 Date 06/28/24 Time 13:08 Pay Group 1500 HWY STREETS & BRIDGES PAY GRP USD Page Bank Account Payment History

Payment Currency USD

78,802.40

06/28/24 thru 06/28/24 Payment Date Range

Cash Code 1414 Bank 071923909

Payment Code ACH

Vendor Inv	oice Voucher	Auth PL Due Date Ds	sc Date Scheduled Amount Discour	nt Amount Net Pay	ment Amount
Payment Number 26753 11D3-47 26753 1GQ3-PV 26753 1MD9-WH 26753 1YJL-D4	KL-D36M PQ-DDCJ NG-VTDP	TT 100 07/06/04	AMAZON CAPITAL SERVICES 65.12 58.59 30.97 188.68 343.36	Status Issued 0.00 0.00 0.00 0.00 0.00	65.12 58.59 30.97 188.68 343.36
Payment Number 11067 IN00683 11067 IN00683 11067 IN00690 11067 IN00690	713 363	/24 Vendor 11067	FOX VALLEY FIRE & SAFETY	Status Issued	250.00 250.00 165.00 225.00
Payment Number 10843 57776	532017 Payment Date 06/28	/24 Vendor 10843 IX 100 07/10/24 *** Payment Total	K-FIVE CONSTRUCTION CORP 1,483.27 1,483.27	Status Issued 0.00	1 493 27
Payment Number 11199 252057 11199 252058 11199 252059 11199 252060	532018 Payment Date 06/28	/24 Vendor 11199 IX 100 06/17/24 IX 100 06/24/24 IX 100 06/30/24 IX 100 07/08/24 *** Payment Total	PLOTE CONSTRUCTION INC D/B/A 4,594.62 11,220.83 14,281.72 17,425.83 47,523.00	Status Issued 0.00 0.00 0.00 0.00 0.00	4,594.62 11,220.83 14,281.72 17,425.83 47,523.00
Payment Number 33036 IN200-1	532019 Payment Date 06/28 048970	/24 Vendor 33036 IX 100 06/23/24 *** Payment Total	PRECISE MRM LLC 2,310.00 2,310.00	Status Issued 0.00	2,310.00
Payment Number 39296 5753-02	532020 Payment Date 06/28 WO3 FINAL	/24 Vendor 39296 IX 101 03/29/24 *** Payment Total	QUANDEL CONSULTANTS, INC 24,841.93 24,841.93	Status Issued 0.00	24,841.93 24,841.93
Payment Number 13282 157312 13282 157344 13282 157348 13282 157350 13282 157532	532021 Payment Date 06/28	/24 Vendor 13282 IX 100 06/13/24 IX 100 06/12/24 IX 100 06/12/24 IX 100 06/12/24 IX 100 06/19/24 IX 100 06/19/24 *** Payment Total	BCR AUTOMOTIVE GROUP LLC  803.03 33.28 52.32 76.72 445.49 1,410.84	Status Issued 0.00 0.00 0.00 0.00 0.00 0.00	803.03 33.28 52.32 76.72 445.49 1,410.84

\*\*\* Payment Code ACH Total

Payment Count

78,802.40

0.00

AP255 Date 06/28/24 Time 13:08 Pay Group 1500 HWY STREETS & BRIDGES PAY GRP USD Page Bank Account Payment History

> Daymont Date Pange 06/29/24 +hru 06/29/24

Cash Code 1414 Bank 071923909

	Payment	Date	Range	06/28/24	tnru	06/28/24	
09						Payment Currency	USD

Vendor	Invoice	Voucher	Auth PL	Due Date Dsc Date	e Scheduled Amount	Discount Amount	Net Payment Amount
Payment Nu 12241	mber 1193992 243843	Payment Date 06/28/24	Vendor IX 100 *** Pa	12241 A 06/21/24 ayment Total	A & P GREASE TRAPPERS 1,475.00 1,475.00	INC Status 0.00 0.00	Issued 1,475.00 1,475.00
Payment Nu 40962 40962 40962 40962	mber 1193993 29327 29328 29329 29330	Payment Date 06/28/24	Vendor IX 100 IX 100 IX 100 IX 100 *** Pa	40962 A 07/06/24 07/03/24 07/06/24 07/03/24 ayment Total	A M AUTO GLASS AND TI 385.00 325.00 385.00 185.00 1,280.00	NTED Status 0.00 0.00 0.00 0.00 0.00	Issued
Payment Nu 21802	mber 1193994 JA00008828	Payment Date 06/28/24	Vendor IX 100 *** Pa	21802 A 05/16/24 ayment Total	A. BLOCK MARKETING, II 60.00 60.00	NC Status 0.00 0.00	Issued 60.00 60.00
Payment Nu 39153	mber 1193995 101173	Payment Date 06/28/24	Vendor IX 100 *** Pa	39153 A 07/07/24 ayment Total	ADVANTAGE TRAILER & H 131.43 131.43	ITCHES Status 0.00 0.00	Issued 131.43 131.43
Payment Nu 41480 41480 41480 41480 41480 41480	mber 1193996 W1653240 W1657298 W1658047 W1660769 W1661373 W1661681	Payment Date 06/28/24	Vendor IX 100	41480 A 06/14/24 07/03/24 07/05/24 07/14/24 07/18/24 07/18/24 ayment Total	AL WARREN OIL CO INC 2,124.27 22,118.95 17,967.95 25,547.20 1,755.60 3,524.00 73,037.97	Status 0.00 0.00 0.00 0.00 0.00 0.00	2,124.27 22,118.95 17,967.95 25,547.20 1,755.60 3,524.00 73,037.97
Payment Nu 10671 10671	mber 1193997 178217 178382	Payment Date 06/28/24	Vendor IX 100 IX 100 *** Pa	10671 A 06/21/24 06/30/24 ayment Total	ALPHAGRAPHICS 19.75 19.75 39.50	Status 0.00 0.00 0.00	Issued 19.75 19.75 39.50
Payment Nu 30492 30492	mber 1193998 P6AC0101375 TM500496205	Payment Date 06/28/24	Vendor IX 100 IX 100 *** Pa	30492 A 06/20/24 04/11/24 ayment Total	ALTORFER INDUSTRIES II 318.50 1,382.50 1,701.00	NC Status 0.00 0.00 0.00	Issued 318.50 1,382.50 1,701.00
		Payment Date 06/28/24 152024					
Payment Nu 10309 : 10309 :	mber 1194000 HT5629 HT5740	Payment Date 06/28/24	Vendor IX 100 IX 100 *** Pa	10309 A 06/19/24 06/27/24 ayment Total	ATLAS BOBCAT LLC 705.05 77.40 782.45	Status 0.00 0.00 0.00	Issued 705.05 77.40 782.45
		Payment Date 06/28/24 24					

AP255 Date 06/28/24 Time 13:08 Pay Group 1500 HWY STREETS & BRIDGES PAY GRP Bank Account Payment History USD Page

> 06/28/24 thru 06/28/24 Payment Date Range Payment Currency USD

Cash Code 1414 Bank 071923909

Vendor Inv	roice Voucher	Auth PL	Due Date Dsc Date	e Scheduled Amount D	Discount Amount	Net Payment Amount
Payment Number 10074 0034080 10074 0034090	1194001 Payment Date 06/28 200 061524 000 061524	/24 Vendor IX 100 IX 100 *** Pa	10074 07/15/24 07/15/24 ayment Total	CITY OF WHEATON 113.85 129.10 430.71	Status 0.00 0.00 0.00	Issued 113.85 129.10 430.71
Payment Number 10703 74193	1194002 Payment Date 06/28	/24 Vendor IX 100 *** Pa	10703 ( 06/16/24 ayment Total	COLLINS AND COMPANY 3,232.55 3,232.55	Status 0.00 0.00	Issued 3,232.55 3,232.55
Payment Number 10023 0873018 10023 1760187 10023 4126012 10023 6770332 10023 6853352	1194003 Payment Date 06/28 1145 011824A 1000 061424 1222 061424 1000 061124 1222 061424	/24 Vendor	10023 02/17/24 07/14/24 07/14/24 07/11/24 07/14/24 ayment Total	COM ED  239.49 5,900.00 292.64 81.07 984.24 7,497.44	Status 0.00 0.00 0.00 0.00 0.00 0.00	1ssued 239.49 5,900.00 292.64 81.07 984.24 7,497.44
Payment Number 11506 2220087 11506 2220087	1194004 Payment Date 06/28 863 864	/24 Vendor IX 100 IX 100 *** Pa	11506 07/07/24 07/07/24 ayment Total	COMMERCIAL TIRE SERVICE 345.00 740.00 1,085.00	S INC Status 0.00 0.00 0.00	Issued 345.00 740.00 1,085.00
Payment Number 27603 V026187	1194005 Payment Date 06/28	/24 Vendor IX 100 *** Pa	27603 ( 07/06/24 ayment Total	CORE & MAIN LP 385.84 385.84	Status 0.00 0.00	Issued 385.84 385.84
Payment Number 11486 96016 11486 96089	1194006 Payment Date 06/28	/24 Vendor IX 100 IX 100 *** Pa	11486 I 07/03/24 07/12/24 ayment Total	DELUXE TOWING INC 131.00 131.00 262.00	Status 0.00 0.00 0.00	131.00 131.00 262.00
Payment Number 10218 057067 10218 057194	1194007 Payment Date 06/28	/24 Vendor IX 100 IX 100 *** Pa	10218 I 06/28/24 07/10/24 ayment Total	DUPAGE TOPSOIL INC 520.00 260.00 780.00	Status 0.00 0.00 0.00	Issued 520.00 260.00 780.00
Payment Number 41512 5936	1194008 Payment Date 06/28					
Payment Number 27954 1259457	1194009 Payment Date 06/28 6T107	/24 Vendor IX 100 *** Pa	27954 ( 07/01/24 ayment Total	GROOT, INC 1,706.14 1,706.14	Status 0.00 0.00	1,706.14 1,706.14
Payment Number 12084 15209 12084 15214 12084 15218 12084 15219	1194010 Payment Date 06/28		12084 06/21/24 06/21/24 06/21/24 06/21/24	HAGGERTY FORD 84.70 594.21 466.59 87.75	Status 0.00 0.00 0.00 0.00	

AP255 Date 06/28/24 Pay Group 1500 HWY STREETS & BRIDGES PAY GRP USD Page 4
Time 13:08 Bank Account Payment History

Payment Currency USD

Payment Date Range 06/28/24 thru 06/28/24

Cash Code 1414 Bank 071923909

Vendor In	voice	Voucher	Auth PL	Due Date Dsc Dat	e Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 12084 15230 12084 15245	1194010 Payment	Date 06/28/24	Vendor IX 100 IX 100 *** Pa	12084 06/22/24 06/21/24 yment Total	HAGGERTY FORD 20.64 56.20 1,310.09	Status 0.00 0.00 0.00	Issued 20.64 56.20 1,310.09
Payment Number 39696 136915 39696 137055 39696 137056	1194011 Payment		Vendor IX 100 IX 100 IX 100	39696 06/29/24 07/04/24 07/04/24	HALLORAN POWER EQUIPM 135.10 89.95 15.00 240.05		Issued 135.10 89.95 15.00 240.05
Payment Number 11812 8084243	1194012 Payment : 329	Date 06/28/24	IX 100	11812 07/06/24 yment Total	HD SUPPLY FORMERLY HC 199.00 199.00	ME DEPOT Status 0.00 0.00	Issued 199.00 199.00
Payment Number 10887 84922	1194013 Payment	Date 06/28/24	Vendor IX 100 *** Pa	10887 06/28/24 yment Total	HIGH PSI LTD 184.88 184.88	Status 0.00 0.00	Issued 184.88 184.88
Payment Number 10941 5060	1194014 Payment	Date 06/28/24	TX 100	10941 06/01/24 yment Total	HIGH STAR TRAFFIC 708.00 708.00	Status 0.00 0.00	708.00 708.00
Payment Number 19150 9695344	1194015 Payment :	Date 06/28/24	IX 100	19150 06/27/24 yment Total	IL OFFICE OF THE STAT 280.00 280.00	Status 0.00 0.00	Issued 280.00 280.00
Payment Number 10632 PE 0224	1194016 Payment : 4-0524	Date 06/28/24	IX 100	10632 06/01/24 yment Total	ISASCE EXECUTIVE SECR 90.00 90.00	ETARY Status 0.00 0.00	Issued 90.00 90.00
Payment Number 27225 MNS2746	1194017 Payment : 676	Date 06/28/24	IX 100	27225 07/13/24 yment Total	MANSFIELD POWER AND G 383.42 383.42	0.00	Issued 383.42 383.42
Payment Number 10139 2817023 10139 2825959 10139 2827126	91		IX 100 IX 100 IX 100	10139 07/05/24 07/06/24 07/06/24 yment Total	MCMASTER-CARR 623.84 121.90 90.24 835.98	Status 0.00 0.00 0.00 0.00	623.84 121.90 90.24
Payment Number 10851 32650	1194019 Payment	Date 06/28/24	IX 100	10851 05/18/24 yment Total	MENARDS - GLENDALE HE 249.86 249.86	IGHTS Status 0.00 0.00	Issued 249.86 249.86
Payment Number 10851 95297 10851 96004	1194020 Payment	Date 06/28/24	Vendor IX 100 IX 100	10851 05/08/24 05/18/24	MENARDS - WEST CHICAG 104.81 524.85		Issued 104.81 524.85

AP255 Date 06/28/24 Pay Group 1500 HWY STREETS & BRIDGES PAY GRP USD Page 5
Time 13:08 Bank Account Payment History

Payment Date Range 06/28/24 thru 06/28/24 Payment Currency USD

Cash Code 1414 Bank 071923909

Vendor Invoice	Voucher Auth PL	Due Date Dsc Date	e Scheduled Amount	Discount Amount N	Jet Payment Amount
Payment Number 1194020 Payment	Date 06/28/24 Vendo ***	r 10851 I Payment Total	MENARDS - WEST CHICAG 629.66	O Status I 0.00	Issued 629.66
Payment Number 1194021 Payment 12025 61067998 12025 65523348 12025 69322988 12025 74896718	Date 06/28/24 Vendo IX 100 IX 100 IX 100 IX 100 IX 100 ***	r 12025 05/08/24 05/22/24 06/01/24 06/20/24 Payment Total	MSC INDUSTRIAL SUPPLY 628.96 1,013.45 541.44 29.76 2,213.61	CO Status I 0.00 0.00 0.00 0.00 0.00 0.00	1ssued 628.96 1,013.45 541.44 29.76 2,213.61
Payment Number 1194022 Payment 11213 4496-250649 11213 4496-250650 11213 4496-250657 11213 4496-250832 11213 4496-250840 11213 4496-250840 11213 4496-250948 11213 4496-250965 11213 4496-251146 11213 4496-251172 11213 4496-251172 11213 4496-25121 11213 4496-251221 11213 4496-251276 11213 4496-251276 11213 4496-251374 11213 4496-251472 11213 4496-251472 11213 4496-251473 11213 4496-251473 11213 4496-251480 11213 4496-251483 11213 4496-251483 11213 4496-25163 11213 4496-25163 11213 4496-251668 11213 4496-25163 11213 4496-251669 11213 4496-251803 11213 4496-251803 11213 4496-251803 11213 4496-251803 11213 4496-251803 11213 4496-251803 11213 4496-251803 11213 4496-251805 11213 4496-251813 11213 4496-251853		r 11213 06/27/24 06/27/24 06/27/24 06/27/24 06/28/24 06/29/24 06/29/24 06/29/24 06/30/24 07/03/24 07/03/24 07/03/24 07/04/24 07/04/24 07/04/24 07/04/24 07/06/24 07/06/24 07/06/24 07/06/24 07/06/24 07/06/24 07/06/24 07/06/24 07/06/24 07/06/24 07/06/24 07/06/24 07/06/24 07/06/24 07/06/24 07/06/24 07/06/24 07/06/24 07/07/24 07/07/24 07/10/24 07/10/24 07/10/24 07/10/24 07/10/24	29.76 2,213.61  NAPA AUTO PARTS  163.00 122.94 10.66 201.00 205.47 568.79 85.09 104.04 10.66 1,067.15 53.28 215.37 229.89 409.30 29.24 81.92 103.72 51.86 59.00 10.65 190.78 121.32 53.30 281.72 1,613.88 260.94 214.21 618.44 151.40 18.34 31.39 173.60 41.90 234.44 77.60 3.55 177.17 7.10	Status I 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	163.00 122.94 10.66 201.00 205.47 568.79 85.09 104.04 10.66 1,067.15 53.28 215.37 229.89 409.30 29.24 81.92 103.72 51.86 59.00 10.65 190.78 121.32 53.30 281.72 1,613.88 260.94 214.21 618.44 151.40 18.34 31.39 173.60 41.90 234.44 77.60 3.55 177.17

AP255 Date 06/28/24 Pay Group 1500 HWY STREETS & BRIDGES PAY GRP USD Page 6
Time 13:08 Bank Account Payment History

Payment Date Range 06/28/24 thru 06/28/24

Cash Code 1414 Bank 071923909

Payment Code CHK

Payment Currency USD

Vendor	Inv	oice		Voucher	Auth PL	Due Date	Dsc Date	Scheduled A	mount Discou	ınt Amount	Net Paym	ment Amount
									S 31.98 42.10 71.51 12.45 63.11 53.22 27.50 04.20 52.40 10.65 40.46 90.67 08.92 76.00 21.32 20.79 10.70 16.32 20.79 10.70 16.32 288.20 63.52 221.30 77.76 83.84 39.04 26.40 15.82 9  C. 67.00 84.00 44.00 0 Y CONTROL			
Payment N	umber	1194022	Payment D	ate 06/28/24	Vendor	11213	N.A	APA AUTO PART	S	Status	Issued	
11213	4496-25	1861	-		IX 100	07/10/24			31.98	0.00		31.98
11213	4496-25	1881			IX 100	07/10/24		3	42.10	0.00		342.10
11213	4496-25	1882			IX 100	07/10/24		1,9	71.51 10.45	0.00		1,971.51
11213	4496-25	1892 1899			TX 100	07/10/24		3	14.45 63 11	0.00		14.45 363 11
11213	4496-25	1951			IX 100	07/11/24		3	53.22	0.00		53.22
11213	4496-25	2004			IX 100	07/11/24			27.50	0.00		27.50
11213	4496-25	2096			IX 100	07/12/24		4	04.20	0.00		404.20
11213	4496-25	2201			IX 100	07/13/24		5	52.40	0.00		552.40
11213	4490-25	<i>4444</i> 2257			IX 100	07/13/24		1 0	10.05 40 46	0.00		1 040 46
11213	4496-25	2263			IX 100	07/13/21		1,0	90.67	0.00		90.67
11213	4496-25	2271			IX 100	07/13/24		2,7	08.92	0.00		2,708.92
11213	4496-25	2339			IX 100	07/14/24			76.00	0.00		76.00
11213	4496-25	2340			IX 100	07/14/24			21.32	0.00		21.32
11213	4496-25	∠356 2512			IX 100	07/14/24		3	20.79 10.70	0.00		20.79 310 70
11213	4496-25	2580			IX 100	07/18/24		1	16.32	0.00		116.32
11213	4496-25	2597			IX 100	07/18/24		$\overline{1}$	88.20	0.00		188.20
11213	4496-25	2627			IX 100	07/18/24		5	63.52	0.00		563.52
11213	4496-25	2632			IX 100	07/18/24			21.30	0.00		21.30
11213 11212	4496-25	2635 2863			IX 100	07/18/24		1	//./b	0.00		//./6 192 9/
11213	4496-25	2898			TX 100	07/20/24		Τ.	39 04	0.00		39 04
11213	4496-25	2984			IX 100	07/21/24		3	26.40	0.00		326.40
11213	4496-25	2994			IX 100	07/21/24		5	15.82	0.00		515.82
					*** Pa	yment Tota	.1	18,124.2	9	0.00		18,124.29
Pavment N	umber	1194023	Pavment D	ate 06/28/24	Vendor	10803	NZ	APCO STEEL IN	С.	Status	Issued	
10803	473926		2		IX 100	06/20/24		4	67.00	0.00		467.00
10803	474260				IX 100	07/06/24		2	84.00	0.00		284.00
10803	4/4261 474271				IX 100	07/06/24		1. 1.	48.00 44.00	0.00		148.00
10003	4/42/1				*** Pa	vment Tota	1	1.043.0	0	0.00		1.043.00
	_						. <del>_</del>	_,,	-		_	_,
Payment No	umber	1194024	Payment D	ate 06/28/24	Vendor	26443	NA	ATIONAL ENERG	Y CONTROL	Status	Issued	004 10
26443	INVII52	9	_		*** Da	Ub/23/24	1	204 1	94.18 Q	0.00		294.18 294.18
					F	rymeric roce		274.1	Y CONTROL 94.18 8	0.00		274.10
Payment N	umber	1194025	Payment D	ate 06/28/24	Vendor	10057	NI	COR GAS		Status	Issued	
10057	0476756	8159 060	324		IX 100	07/03/24		1	69.22	0.00		169.22 341.75
1005/ 10057	5/2/321 5819024	4663 NAN	34 <del>4</del> 394		TX 100	07/03/24		3· 1	41./5 38 16	0.00		138.16
10057	7285234	1519 051	324		IX 100	06/12/24		1.	44.45	0.00		144.45
10057	7285234	1519 061	224		$1x \frac{100}{100}$	07/12/24		1	45.36	0.00		145.36
					*** Pa	yment Tota	.1	938.9	69.22 41.75 38.16 44.45 45.36	0.00		938.94
				ate 06/28/24					ES OF ILLINOIS			
				, <del> ,</del>		3-2-3-0						

AP255 Date 06/28/24 Time 13:08 Pay Group 1500 HWY STREETS & BRIDGES PAY GRP Bank Account Payment History USD Page

Payment Currency USD

06/28/24 thru 06/28/24 Payment Date Range

Cash Code 1414 Payment Code CHK Bank 071923909

Vendor	Invoice	Voucher	Auth PL	Due Date Dsc Dat	e Scheduled Amount	Discount Amount	Net Payment Amount
Payment Num 31488	mber 1194026 192971	Payment Date 06/28/24	Vendor IX 100 *** Pa	31488 06/30/24 ayment Total	MINNICK SERVICES OF II 4,109.20 4,109.20	LLINOIS Status 0.00 0.00	1ssued 4,109.20 4,109.20
Payment Nur 10894	mber 1194027 286577-1 287660-1	Payment Date 06/28/24	Vendor IX 100 IX 100 *** Pa	10894 06/11/24 07/10/24 ayment Total	O'HARE TOWING SERVICE 394.80 402.60 797.40	Status 0.00 0.00 0.00	394.80 402.60 797.40
39549 39549 39549 39549 39549	mber 1194028 368693249001 369946794001 369946794002 369947154001 369947155001	Payment Date 06/28/24	Vendor   IX   100     IX   100     IX   100     IX   100     IX   100     IX   100	39549 06/22/24 06/28/24 06/28/24 06/28/24 06/28/24 ayment Total	ODP BUSINESS SOLUTIONS 516.56 196.09 225.99 225.99 225.99 1,390.62	S, LLC Status 0.00 0.00 0.00 0.00 0.00 0.00	516.56 196.09 225.99 225.99 225.99 1,390.62
	mber 1194029 X101518946:01	Payment Date 06/28/2	Vendor IX 100 *** Pa	10096 07/11/24 ayment Total	PATSON INC 28.59 28.59	Status 0.00 0.00	1ssued 28.59 28.59
Payment Nu 10363	mber 1194030 1004061	Payment Date 06/28/2	Vendor IX 100 *** Pa	10363 06/15/24 ayment Total	PRIORITY PRODUCTS INC. 338.27	Status 0.00 0.00	Issued 338.27 338.27
11093	281396	-	IX 100 *** Pa	06/30/24 ayment Total	REGIONAL TRUCK EQUIPME 6,143.03 6,143.03	0.00	6,143.03 6,143.03
Payment Nur 23398	mber 1194032 INV29812	Payment Date 06/28/24	Vendor IX 100 *** Pa	23398 06/13/24 ayment Total	SEILER INSTRUMENT & ME 1,115.98 1,115.98	FG CO INC Status 0.00 0.00	Issued 1,115.98 1,115.98
Payment Nu	mber 1194033	Payment Date 06/28/24			SISLER'S ICE INC 176.00 176.00		
Payment Nu 10849 : 10849 :	mber 1194034 P49984 P50011	Payment Date 06/28/24	1 Vendor IX 100 IX 100 *** Pa	10849 06/13/24 06/14/24 ayment Total	STANDARD EQUIPMENT CON 431.27 1,157.43 1,588.70	MPANY Status 0.00 0.00 0.00	Issued 431.27 1,157.43 1,588.70
Payment Nur 10067	mber 1194035 0001059094	Payment Date 06/28/24	Vendor IX 100 *** Pa	10067 06/30/24 ayment Total	TERRACE SUPPLY CO 266.60 266.60	Status 0.00 0.00	266.60 266.60
		Payment Date 06/28/24					

AP255 Date 06/28/24 Pay Group 1500 HWY STREETS & BRIDGES PAY GRP USD Page 8
Time 13:08 Bank Account Payment History

Payment Date Range 06/28/24 thru 06/28/24

Cash Code 1414 Bank 071923909

Payment Code CHK

Payment Currency USD

Vendor	Invoice		Voucher	Auth PL	Due Date Dsc Da	ate Scheduled Amount	Discount Amount	Net Payment Amount
Payment Num	ber 1194036	Payment	Date 06/28/24	Vendor *** Pa	10797 yment Total	THE SHERWIN-WILLIAMS 145.15	CO Status 0.00	Issued 145.15
Payment Num 37436 1	ber 1194037 16228	Payment	Date 06/28/24	Vendor IX 100 *** Pa	37436 05/19/24 yment Total	THOMPSON ELECTRONICS 140.00 140.00	COMPANY Status 0.00 0.00	Issued 140.00 140.00
Payment Num 28750 I 28750 I 28750 I	ber 1194038 N060-1029284 N060-1029289 N060-1029305	Payment	Date 06/28/24	Vendor IX 100 IX 100 IX 100 *** Pa	28750 05/30/24 05/30/24 06/02/24 yment Total	VARITECH INDUSTRIES : 24,611.00	INC Status 0.00 0.00 0.00 0.00	Issued 24,611.00 43,972.00 22,861.00 91,444.00
Payment Num 10878 P 10878 P 10878 P 10878 P 10878 P 10878 P 10878 P	ber 1194039 L8352 L8630 L8683 L8788 L8820 L8822 L8860	Payment	Date 06/28/24	Vendor IX 100	10878 06/12/24 06/19/24 06/20/24 06/22/24 06/22/24 06/22/24 06/23/24 yment Total	VERMEER-ILLINOIS INC 53.36 1,204.85 100.00 126.21 84.79 1,204.85 432.18 3,206.24	Status 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	1ssued 53.36 1,204.85 100.00 126.21 84.79 1,204.85 432.18 3,206.24
Payment Num 23791 3 23791 3	ber 1194040 274155 276076	Payment	Date 06/28/24	Vendor IX 100 IX 100 *** Pa	23791 06/16/24 06/29/24 yment Total	WELCH BROS INC 810.00 220.00 1,030.00	Status 0.00 0.00 0.00	Issued 810.00 220.00 1,030.00
						WELDSTAR CO 38.40 38.40		
Payment Num 11099 0	ber 1194042 00269367	Payment	Date 06/28/24	Vendor IX 100 *** Pa	11099 07/04/24 yment Total	WHOLESALE DIRECT INC 565.77 565.77	Status 0.00 0.00	Issued 565.77 565.77
			*** P	ayment Cod Pa	e CHK Total yment Count	234,415.63 51	0.00	234,415.63
						313,218.03 58	0.00	313,218.03
			*** Pay G	roup 1500 Pa	USD Total yment Count	313,218.03 58	0.00	313,218.03

AP255 Date: 06/28/24 Time: 13:08 JOB SUBMISSION PARAMETERS

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

Pay Group: 1600 Cash Code: 1414

Class C Accounts Payable

Payment Date: 062824 -Payment Numbers: Payment Code: 062824

AP255 Date 06/28/24 Time 13:08 Pay Group 1600 CONSERV & RECREATION PAY GROUP USD Bank Account Payment History

Page

06/28/24 thru 06/28/24 Payment Date Range

Cash Code 1414 Payment Code ACH Bank 071923909

Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date Dsc I	Date Scheduled Amount	Discount Amount	Net Payment Amount
Payment Numb 12800 25		t Date 06/28/24	IX 100	12800 07/11/24 ayment Total	WBK ENGINEERING LLC 1,709.79 1,709.79	Status 0.00 0.00	Issued 1,709.79 1,709.79
		*** Pa		de ACH Total ayment Count	1,709.79 1	0.00	1,709.79

AP255 Date 06/28/24 Time 13:08 Pay Group 1600 CONSERV & RECREATION PAY GROUP USD Bank Account Payment History

> 06/28/24 thru 06/28/24 Payment Date Range

Cash Code 1414 Payment Code CHK Bank 071923909

Payment Currency USD

Vendor	Invoice	Voucher A	Auth PL	Due Date Dsc Dat	te Schedi	uled Amount	Discount	Amount	Net Paym	ent Amount
Payment Nu 21802	mber 1194043 Payment GA00001302	Date 06/28/24	Vendor IX 100 *** Pa <sub>}</sub>	21802 06/23/24 yment Total	A. BLOCK	MARKETING, 60.00 60.00	INC	Status 0.00 0.00	Issued	60.00
Payment Nu 30492 30492	mber 1194044 Payment P58C0043404 P58R0004244-CM	Date 06/28/24	Vendor IX 100 IX 100 *** Pay	30492 05/29/24 07/04/24 yment Total	ALTORFER	INDUSTRIES 282.63 19.72 262.91	INC	Status 0.00 0.00 0.00	Issued	282.63 19.72- 262.91
Payment Nu 10008 10008 10008 10008	amber 1194045 Payment 630963477306 2024 630963875106 2024 630963875206 2024 630963875406 2024	Date 06/28/24	Vendor IX 100 IX 100 IX 100 IX 100 *** Pay	10008 07/19/24 07/19/24 07/19/24 07/19/24 yment Total	AT&T	53.74 89.54 98.11 78.48 319.87		Status 0.00 0.00 0.00 0.00 0.00	Issued	53.74 89.54 98.11 78.48 319.87
Payment Nu 10023 10023	mber 1194046 Payment 7201527000 060524 9191409000 061724	Date 06/28/24	Vendor IX 100 IX 100 *** Pay	10023 07/05/24 07/17/24 yment Total	COM ED	32.17 328.05 360.22		Status 0.00 0.00 0.00	Issued	32.17 328.05 360.22
Payment Nu 14143	umber 1194047 Payment	Date 06/28/24	Vendor	14143 06/29/24 yment Total	LANDSCAPI	E MATERIAL	& FTREWOOD	Status	Tssued	
	nmber 1194048 Payment RES-NEW-23-000071									
Payment Nu 10057	mber 1194049 Payment 22587400007 062124	Date 06/28/24	Vendor IX 100 *** Pay	10057 07/21/24 yment Total	NICOR GAS	S 51.16 51.16		Status 0.00 0.00	Issued	51.16 51.16
		*** Pay	yment Code Pay	e CHK Total yment Count	3	,074.15 7		0.00		3,074.15
		*** Cas	sh Code 1 Pay	1414 Total yment Count	4	,783.94 8		0.00		4,783.94
		*** Pay Gro	oup 1600 t Pay	USD Total yment Count	4	,783.94 8		0.00		4,783.94

AP255 Date: 06/28/24 Time: 13:08 JOB SUBMISSION PARAMETERS

User Name: DP\FNDMD Job Name: PMTHISTORY

Step Nbr: 8

Pay Group: 2000 Cash Code: 1414

Class C Accounts Payable

Payment Date: 062824 -Payment Numbers: Payment Code: 062824

AP255 Date 06/28/24 Time 13:08 Pay Group 2000 PUBLIC WORKS PAY GROUP Bank Account Payment History USD

> 06/28/24 thru 06/28/24 Payment Date Range Payment Currency USD

Cash Code 1414 Payment Code ACH Bank 071923909

Vendor	Invoice	Voucher Auth I	PL Due Date Dsc Dat	te Scheduled Amount Disc	ount Amount Net Pay	ment Amount
26753 1	nber 532023 Payment KMG-PHQT-1H4D KQY-FVXQ-RTC7 QXT-VFFJ-TYF9	IX 10 IX 10	dor 26753 00 07/03/24 00 07/09/24 00 06/30/24 * Payment Total	AMAZON CAPITAL SERVICES 56.93 134.67 88.94 280.54	Status Issued 0.00 0.00 0.00 0.00	56.93 134.67 88.94 280.54
11067 I	nber 532024 Payment N00676503 N00683490 N00688250	IX 10 IX 10	dor 11067 00 05/05/24 00 06/02/24 00 06/29/24 * Payment Total	FOX VALLEY FIRE & SAFETY 888.00 800.00 225.00 1,913.00	Status Issued 0.00 0.00 0.00 0.00	888.00 800.00 225.00 1,913.00
	nber 532025 Payment NV24PTS0233 NV24PTS0280	IX 10	dor 10573 00 06/02/24 00 07/06/24 * Payment Total	GASVODA & ASSOCIATES INC. 3,209.83 911.64 4,121.47	Status Issued 0.00 0.00 0.00	3,209.83 911.64 4,121.47
		*** Payment	Code ACH Total Payment Count	6,315.01	0.00	6,315.01

Page

AP255 Date 06/28/24 Time 13:08 Pay Group 2000 PUBLIC WORKS PAY GROUP USD Page Bank Account Payment History

> Daymont Date Pange 06/29/24 +hru 06/29/24

Cash Code 1414 Bank 071923909

Payment Date Range	06/28/24	thru	06/28/24	
			Payment Currency	USD

Vendor	Invoice	Voucher	Auth PL	Due Date Dsc Dat	te Scheduled Amount	Discount Amount	Net Payment Amount
Payment Numl 30491 SI	oer 1194050 Paymen P4/86334	t Date 06/28/24	Vendor IX 100 *** Pa	30491 05/16/24 ayment Total	ALTA CONSTRUCTION EQU 196.64 196.64	IPMENT Status 0.00 0.00	Issued 196.64 196.64
					APGN INC. 632,000.00 632,000.00		Issued 632,000.00 632,000.00
					AT&T 397.74 931.79 1,329.53		Issued 397.74 931.79 1,329.53
Payment Numl 10008 63 10008 63 10008 63	oer 1194053 Paymen 30985030504 2024 30985030505 2024 30985030506 2024	t Date 06/28/24	Vendor IX 100 IX 100 IX 100 *** Pa	10008 05/04/24 06/03/24 07/04/24 ayment Total	AT&T 59.85 59.85 59.85 179.55	Status 0.00 0.00 0.00 0.00	Issued 59.85 59.85 59.85 179.55
Payment Numl 12382 8'	oer 1194054 Paymen 771201210396127062324	t Date 06/28/24	Vendor IX 100 *** Pa	12382 07/23/24 ayment Total	COMCAST 248.85 248.85	Status 0.00 0.00	Issued 248.85 248.85
Payment Numl 11196 8- 11196 8- 11196 8-	oer 1194055 Paymen -521-00449 -527-73200 -535-08108	t Date 06/28/24	Vendor IX 100 IX 100 IX 100 *** Pa	11196 07/05/24 07/12/24 07/19/24 ayment Total	FEDEX 59.74 68.66 59.74 188.14	Status 0.00 0.00 0.00 0.00	Issued 59.74 68.66 59.74 188.14
Payment Numl 10813 13	oer 1194056 Paymen 16437891	t Date 06/28/24	Vendor IX 100 *** Pa	10813 05/29/24 ayment Total	FLEETPRIDE 126.54 126.54	Status 0.00 0.00	Issued 126.54 126.54
Payment Numl 12234 6'	oer 1194057 Paymen 742750	t Date 06/28/24	Vendor IX 100 *** Pa	12234 05/19/24 ayment Total	HAWKINS INC 1,744.97 1,744.97	Status 0.00 0.00	Issued 1,744.97 1,744.97
Payment Numl 11546 10	oer 1194058 Paymen 08880	t Date 06/28/24	Vendor IX 100 *** Pa	11546 07/18/24 ayment Total	KARDON ENTERPRISES IN 1,025.00 1,025.00	C Status 0.00 0.00	Issued 1,025.00 1,025.00
Payment Numl 10747 20	oer 1194059 Paymen 00089773	t Date 06/28/24	Vendor IX 100 *** Pa	10747 07/10/24 ayment Total	ILLINOIS SECTION AMER 42.00 42.00	ICAN Status 0.00 0.00	Issued 42.00 42.00
Payment Numl 10040 04	oer 1194060 Paymen 471378-IN	t Date 06/28/24	Vendor IX 100 *** Pa	10040 07/21/24 ayment Total	KELLER HEARTT CO INC 1,247.95 1,247.95	Status 0.00 0.00	Issued 1,247.95 1,247.95

AP255 Date 06/28/24 Time 13:08 Pay Group 2000 PUBLIC WORKS PAY GROUP Bank Account Payment History USD

> 06/28/24 thru 06/28/24 Payment Date Range

Cash Code 1414 Bank 071923909

Payment Code CHK

Payment Currency USD

Vendor Invoice	Voucher	Auth PL Due Date Dsc Date	ate Scheduled Amount Disco	unt Amount Net	Payment Amount
Payment Number 1194061 13068 ARI02039034	Payment Date 06/28/24	Vendor 13068 IX 100 06/22/24 *** Payment Total	OZINGA READY MIX CONCRETE, 1,303.50	INC Status Iss 0.00 0.00	1,303.50
Payment Number 1194062 10096 X101521328:01	Payment Date 06/28/24	Vendor 10096 IX 100 07/17/24 *** Payment Total	PATSON INC 170.48 170.48	Status Iss 0.00 0.00	sued 170.48 170.48
Payment Number 1194063 19699 0017974	Payment Date 06/28/24	Vendor 19699 IX 100 07/20/24 *** Payment Total	PEREGRINE CORPORATION 350.50 350.50	Status Iss 0.00 0.00	350.50
Payment Number 1194064 32903 296430		IX 100 07/14/24 *** Payment Total	147.70 147.70	0.00	147.70 147.70
Payment Number 1194065 12464 52073206 12464 52099002 12464 52117351	Payment Date 06/28/24	Vendor 12464 IX 100 06/07/24 IX 100 06/16/24 IX 100 06/23/24 *** Payment Total	UNIVAR USA INC 2,055.07 2,558.89 1,895.97 6,509.93	Status Iss 0.00 0.00 0.00 0.00	sued 2,055.07 2,558.89 1,895.97 6,509.93
Payment Number 1194066 11976 194383			WASTEBOX INC	Status Iss 0.00	
	*** P	ayment Code CHK Total Payment Count	647,131.28 17	0.00	647,131.28
	*** C	ash Code 1414 Total Payment Count	653,446.29 20	0.00	653,446.29
	*** Pay G	roup 2000 USD Total Payment Count	653,446.29 20	0.00	653,446.29

AP255 Date: 06/28/24 Time: 13:08 JOB SUBMISSION PARAMETERS

User Name: DP\FNDMD Job Name: PMTHISTORY

Step Nbr: 9

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

Payment Date: 062824 -Payment Numbers: Payment Code: 062824

AP255 Date 06/28/24 Pay Group 5000 DUPAGE COUNTY GRANTS PAY GROUP USD Bank Account Payment History

Payment Date Range 06/28/24 thru 06/28/24

Cash Code 1414 Bank 071923909

Payment Code ACH

Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date Dsc Dat	e Scheduled Amount Discount	Amount Net Pay	ment Amount
					AMAZON CAPITAL SERVICES 205.17 205.17		
					ARCOS ENVIRONMENTAL SVCS INC 2,446.44 8,063.70 10,510.14		
Payment Nu 28463	umber 532028 Paymen ES23-02#10 FNL	t Date 06/28/24	Vendor IX 103 *** Pa	28463 07/25/24 yment Total	CATHOLIC CHARITIES OF THE ARCH 5,558.21 5,558.21	Status Issued 0.00	5,558.21 5,558.21
Payment No. 23461 23461 23461 23461 23461 23461 23461 23461	mber 532029 Paymen CSBG-1650-24-2127 DHS-1760-24-2113 DHS-1760-24-2131 DHS-1760-24-2132 DHS-1760-24-2133 DHS-1760-24-2134 DHS-1760-24-2138 DHS-1760-24-2139 OAK BROOK 062424	t Date 06/28/24	Vendor IX 101 IX 209 IX 101 *** Pa	23461 06/25/24 06/27/24 06/27/24 06/27/24 06/27/24 06/27/24 06/27/24 06/27/24 06/27/24 06/24/24 yment Total	DUPAGE COUNTY COMMUNITY 738.00 1,484.00 100.00 1,944.00 1,725.00 1,265.00 200.00 200.00 1,00.00 1,759.00 9,315.00	Status Issued 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	738.00 1,484.00 100.00 1,944.00 1,725.00 1,265.00 200.00 1,00.00 1,759.00 9,315.00
Payment No 14166 14166 14166 14166 14166 14166 14166 14166	umber 532030 Paymen 42706 42707 42970 43005 43006 43020 43021 43065 43066	t Date 06/28/24	Vendor IX 100	14166 01/21/24 01/21/24 05/19/24 06/13/24 06/13/24 06/22/24 06/14/24 06/20/24 06/20/24 yment Total	HEALTHY AIR HEATING & AIR INC 6,498.34 4,376.74 5,482.16 6,653.65 801.34 9,658.78 2,606.20 13,488.40 3,344.44 52,910.05	Status Issued 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	6,498.34 4,376.74 5,482.16 6,653.65 801.34 9,658.78 2,606.20 13,488.40 3,344.44 52,910.05
Payment Ni 19893	umber 532031 Paymen EXP20240614	t Date 06/28/24	Vendor IX 101 *** Pa	19893 06/24/24 yment Total	SCARPACE, REGINA 40.65 40.65	Status Issued 0.00	40.65 40.65
					78,539.22 6		

AP255 Date 06/28/24 Time 13:09 Pay Group 5000 DUPAGE COUNTY GRANTS PAY GROUP USD Bank Account Payment History Page

Payment Currency USD

06/28/24 thru 06/28/24 Payment Date Range

Cash Code 1414 Bank 071923909

T			note Di	Due Dete Dee De		Aurana Mat Da	
Vendor Inv	oice 	voucner	Auth PL	Due Date Dsc Da	te Scheduled Amount Discount	Amount Net Pa 	yment Amount
Payment Number 40972 RENT-JU		Date 06/28/24			2525 CABOT DRIVE LLC 25,852.77 25,852.77		25,852.77 25,852.77
Payment Number 10671 178221 10671 178361	1194068 Payment	Date 06/28/24	Vendor IX 202 IX 202 *** Pa	10671 06/21/24 06/30/24 yment Total	ALPHAGRAPHICS 19.75 19.75 39.50	Status Issued 0.00 0.00 0.00	19.75 19.75 39.50
Payment Number 11990 DHS-176	1194069 Payment 0-24-2129	Date 06/28/24	Vendor IX 209 *** Pa	11990 07/26/24 yment Total	ANDERSON INSURANCE BROKERS INC 217.39 217.39	Status Issued 0.00 0.00	217.39 217.39
Payment Number 13114 IVC0000	0008589774		IX 101 *** Pa		BRIGHTSTAR HEALTHCARE 90.00 90.00		90.00
Payment Number 30611 060624					663.66 663.66		663.66
Payment Number 13005 1203	1194072 Payment	Date 06/28/24	Vendor IX 208 *** Pa	13005 07/05/24 yment Total	CAREY GROUP PUBLISHING LLC 1,000.00 1,000.00	Status Issued 0.00 0.00	1,000.00
Payment Number 14176 4182	1194073 Payment	Date 06/28/24	Vendor IX 100 *** Pa	14176 06/22/24 yment Total	CD LLC 16,576.00 16,576.00	Status Issued 0.00 0.00	16,576.00
Payment Number 10959 227894	1194074 Payment	Date 06/28/24	IX 101	10959 06/26/24 yment Total	CITY OF NAPERVILLE 5,082.00 5,082.00	Status Issued 0.00 0.00	
Payment Number			Vendor IX 105	10314 06/22/24 06/22/24 06/22/24 07/05/24 07/05/24 07/05/24 07/05/24 07/05/24 .yment Total	COLLEGE OF DUPAGE  10,500.00  15,750.00  5,250.00  2,280.00  7,290.00  8,080.00  2,880.00  1,320.00  53,350.00	0 00	10,500.00 15,750.00 5,250.00 2,280.00 7,290.00 8,080.00 2,880.00 1,320.00 53,350.00
Payment Number 10314 061824	1194076 Payment	Date 06/28/24	Vendor IX 105 *** Pa	10314 07/18/24 yment Total	COLLEGE OF DUPAGE 3,000.00 3,000.00	Status Issued 0.00 0.00	3,000.00
Payment Number	1194077 Payment	Date 06/28/24		10023	COM ED - LIHEAP PAYMENTS	Status Issued	

AP255 Date 06/28/24 Time 13:09

Pay Group 5000 DUPAGE COUNTY GRANTS PAY GROUP USD Bank Account Payment History

06/28/24 thru 06/28/24 Payment Date Range

Cash Code 1414 Bank 071923909

Payment Code CHK

Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date Dsc Da	te Scheduled Amount	Discount Amount	Net Pay	ment Amount
Payment Number 10023 2279	1194077 Payment	Date 06/28/24	Vendor IX 101 *** Pa	10023 07/26/24 syment Total	COM ED - LIHEAP PAYMEN 24,295.00 24,295.00	Status 0.00 0.00	Issued	24,295.00 24,295.00
Payment Number 10023 2279	: 1194078 Payment 902	Date 06/28/24	Vendor IX 101 *** Pa	10023 07/26/24 Nyment Total	COM ED - LIHEAP PAYMEN 18,689.00 18,689.00	TTS Status 0.00 0.00	Issued	18,689.00 18,689.00
Payment Number 43174 2024	r 1194079 Payment 1-028-043-113	Date 06/28/24	Vendor IX 100 *** Pa	43174 06/12/24 lyment Total	COMFORT 1ST INSULATION 6,935.24 6,935.24	Status 0.00 0.00	Issued	6,935.24 6,935.24
Payment Number 22065 2024	r 1194080 Payment 106KN-04	Date 06/28/24	IX 105		COMNET GROUP INC 2,193.50 2,193.50		Issued	2,193.50 2,193.50
Payment Number 12531 3853	1194081 Payment 307	Date 06/28/24	IX 200 *** Pa		CTS, INC. 2,863.00 2,863.00			
Payment Number 10411 3025	1194082 Payment	Date 06/28/24	Vendor IX 104 *** Pa	10411 07/12/24 lyment Total	FISHER SCIENTIFIC 1,441.60 1,441.60	Status 0.00 0.00		1,441.60 1,441.60
Payment Number 43797 1875	1194083 Payment 666217	Date 06/28/24	IX 108	43797 07/17/24 lyment Total	GEOSYNTEC CONSULTANTS 8,667.50 8,667.50	INC Status 0.00 0.00		
Payment Number 22860 SN-B	r 1194084 Payment BATCH17-#6	Date 06/28/24	IX 105	yment Total	GREAT PARAGON HEALTHCA 2,500.00 2,500.00	0.00		2,500.00
Payment Number 14340 0150	r 1194085 Payment 05310	Date 06/28/24	IX 100		ITSAVVY LLC 1,284.76 1,284.76			1.284 76
Payment Number 43926 OTER	r 1194086 Payment R.ARISUMMIT.0507SJ	Date 06/28/24	IX 208	43926 06/21/24 Lyment Total	JANTZ, STACY 335.83 335.83	Status 0.00 0.00		335.83 335.83
Payment Number 11750 0620		Date 06/28/24	IX 105 *** Pa		KOI COMPUTERS INC 14,720.00 14,720.00		Issued	14,720.00 14,720.00
Payment Number 44143 0620		Date 06/28/24	Vendor IX 105 *** Pa	44143 06/21/24 Nyment Total	MCGOWAN, KZIAS 500.00 500.00	Status 0.00 0.00		500.00 500.00
Payment Number	1194089 Payment	Date 06/28/24	Vendor	10913	NACCED	Status	Issued	

AP255 Date 06/28/24 Time 13:09

Pay Group 5000 DUPAGE COUNTY GRANTS PAY GROUP USD Bank Account Payment History

Payment Date Range

06/28/24 thru 06/28/24

Cash Code 1414 Bank 071923909 Payment Code CHK

Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date Dsc Dat	e Scheduled Amount	Discount Amount	Net Payment Amount
Payment Num 10913 2	aber 1194089 200001683	Payment Date 06/28/24	Vendor IX 103 *** Pa	10913 07/11/24 ayment Total	NACCED 450.00	Status 0.00 0.00	Issued 450.00 450.00
Payment Num 10057 2	nber 1194090 227901	Payment Date 06/28/24	Vendor IX 101 *** Pa	10057 07/26/24 ayment Total	NICOR GAS 23,865.00 23,865.00	Status 0.00 0.00	Issued 23,865.00 23,865.00
Payment Num 12750 1 12750 1	.004DW	Payment Date 06/28/24	Vendor IX 100 IX 100 *** Pa	12750 07/18/24 07/18/24 Nyment Total	NORTEK ENVIRONMENTAL 10,411.06 13,104.16 23,515.22	INC Status 0.00 0.00 0.00	Issued 10,411.06 13,104.16 23,515.22
Payment Num 44163 D	ber 1194092 DHS-1760-24-2125	Payment Date 06/28/24	Vendor IX 209 *** Pa	44163 07/21/24 ayment Total	NORTH TARA LLC 2,000.00 2,000.00	Status 0.00 0.00	Issued 2,000.00 2,000.00
Payment Num 11718 9	ber 1194093 1823375	Payment Date 06/28/24	Vendor IX 104 *** Pa	11718 07/11/24 Ayment Total	PROMEGA CORPORATION 10,729.30 10,729.30	Status 0.00 0.00	Issued 10,729.30 10,729.30
Payment Num 37269 0	ber 1194094 61824	Payment Date 06/28/24	Vendor IX 105 *** Pa	37269 07/18/24 Ayment Total	RESILIENT NFP 9,402.41 9,402.41	Status 0.00 0.00	Issued 9,402.41 9,402.41
Payment Num 44155 D	ber 1194095 HS-1760-24-2126	Payment Date 06/28/24	Vendor IX 209 *** Pa	44155 07/21/24 ayment Total	SCHLOMANN, PENNY 8,250.00 8,250.00	Status 0.00 0.00	Issued 8,250.00 8,250.00
Payment Num 13043 4	ber 1194096				SYMBOL TRAINING INSTI 10,000.00 10,000.00		
Payment Num 30141 P	ber 1194097 J150000001151	Payment Date 06/28/24	Vendor IX 103 *** Pa	30141 06/27/24 ayment Total	WELLSKY 3,240.00 3,240.00	Status 0.00 0.00	Issued 3,240.00 3,240.00
Payment Num 44154 0	nber 1194098 162024	Payment Date 06/28/24	Vendor IX 105 *** Pa	44154 06/24/24 ayment Total	WORKHANDS INC 3,200.00 3,200.00	Status 0.00 0.00	Issued 3,200.00 3,200.00
		*** P	ayment Cod Pa	de CHK Total Ayment Count	284,948.68 32	0.00	284,948.68
				1414 Total ayment Count		0.00	363,487.90

AP255 Date 06/28/24 Time 13:09	Pay Group 5000 DUPAGE COUR Bank Account Payment Histor	OUP USD		Page 5
	*** Pay Group 5000 USD Payment	363,487.90 38	0.00	363,487.90

AP255 Date: 06/28/24 Time: 13:09 JOB SUBMISSION PARAMETERS

User Name: DP\FNDMD Job Name: PMTHISTORY

Step Nbr: 10

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

Payment Date: 062824 Payment Numbers:
Payment Code: 062824

AP255 Date 06/28/24 Pay Group 6000 CAPITAL PROJECTS PAY GROUP USD Page Time 13:09 Bank Account Payment History

> Payment Date Range 06/28/24 thru 06/28/24

Cash Code 1414 Bank 071923909

Payment Code ACH

Vendor	Invoice	Voucher	Auth PL	Due Date Dsc Da	te Scheduled Amount	Discount Amo	ount Net Paymer	t Amount
	r 532032 Payment Da 020241408	ate 06/28/24	Vendor IX 100	12021 07/11/24	HAMPTON, LENZINI & RE 2,214.80	ENWICK INC S		2,214.80

	*** Payment Total	2,214.80	0.00	2,214.80
Payment Number 532033 Payment Date 06/28/24 10802 324393RVD 10802 424186RVD 10802 524184 10802 524185	Vendor 10802 IX 100 05/12/24 IX 100 06/06/24 IX 100 07/03/24 IX 100 07/03/24 *** Payment Total	V3 COMPANIES, LTD 434.70 1,019.45 4,105.92 3,298.01 8,858.08	Status Issued 0.00 0.00 0.00 0.00 0.00	434.70 1,019.45 4,105.92 3,298.01 8,858.08

WIGHT CONSTRUCTION SERVICES Payment Number 532034 Payment Date 06/28/24 26311 Vendor Status Issued 26311 200112-41 IX 100 06/30/24 24,901.17 0.00 24,901.17 \*\*\* Payment Total 24,901.17 24,901.17 0.00

\*\*\* Payment Code ACH Total 35,974.05 0.00 35,974.05 3 Payment Count

Payment Currency USD

AP255 Date 06/28/24 Time 13:09 Pay Group 6000 CAPITAL PROJECTS PAY GROUP Bank Account Payment History USD Page

Payment Currency USD

06/28/24 thru 06/28/24 Payment Date Range

Cash Code 1414 Bank 071923909

Vendor Inv	<i>r</i> oice	Voucher A	uth PL	Due Date Dsc Dat	ce Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 38202 C24052 38202 C24071	1194099 Payment Da	I	X 100 X 100	04/30/24 05/30/24	DESMAN, INC. 3,420.00 7,883.50 11,303.50	0.00	Issued 3,420.00 7,883.50 11,303.50
Payment Number 34931 14398-0	1194100 Payment Da )3		X 100	34931 06/15/24 yment Total	DONOHUE & ASSOCIATES, 12,432.50 12,432.50	INC. Status 0.00 0.00	Issued 12,432.50 12,432.50
Payment Number 43773 3265	1194101 Payment Da		X 100	43773 06/08/24 yment Total	HAMMER CONSTRUCTION, 171,117.00 171,117.00	LLC Status 0.00 0.00	171,117.00
Payment Number 38503 93081 38503 93489	1194102 Payment Da	I	X 100 X 100	38503 05/30/24 06/30/24 yment Total	WOLD ARCHITECTS AND EL 1,440.00 1,440.00 2,880.00	NGINEERS Status 0.00 0.00 0.00	Issued 1,440.00 1,440.00 2,880.00
		*** Pay		e CHK Total yment Count	197,733.00 4	0.00	197,733.00
		*** Cas		1414 Total yment Count	233,707.05 7	0.00	233,707.05
		*** Pay Gro	_	USD Total yment Count	233,707.05 7	0.00	233,707.05

## Payment of Claims



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

**File #: 24-1965 Agenda Date:** 7/9/2024 **Agenda #:** 7.F.

AP255 Date: 07/02/24 Time: 11:51 JOB SUBMISSION PARAMETERS

User Name: DP\FNDMD Job Name: PMTHISTORY

Step Nbr: 1

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

070224

Payment Date: 070224 -Payment Numbers: Payment Code:

AP255 Date 07/02/24 Time 11:53 Pay Group 1000 GENERAL FUND PAY GROUP Bank Account Payment History USD Page

> 07/02/24 thru 07/02/24 Payment Date Range Payment Currency USD

Cash Code 1414 Payment Code ACH Bank 071923909

Vendor Invo	ice Voucher	Auth PL Due Date Dsc I	Date Scheduled Amount Discour	nt Amount Net Pa	yment Amount
Payment Number 26753 1TXT-GQC 26753 1WNJ-HK9 26753 IMDN-LQJ	532035 Payment Date 07/02/2 V-1PFH K-7XX1 C-VFRN	14 Vendor 26753 IX 100 07/24/24 IX 100 07/21/24 IX 100 07/28/24 *** Payment Total	AMAZON CAPITAL SERVICES 76.78 567.00 204.42 848.20	Status Issued 0.00 0.00 0.00 0.00	76.78 567.00 204.42 848.20
	9	IX 100 07/25/24 *** Payment Total	993.70 993.70	0.00 0.00	993.70 993.70
Payment Number 34123 24CF1341	532037 Payment Date 07/02/2 -JUNE	14 Vendor 34123 IX 100 07/24/24 *** Payment Total	FENNEY, AMY R 156.75 156.75	Status Issued 0.00 0.00	156.75 156.75
Payment Number 11611 1003	532038 Payment Date 07/02/2	4 Vendor 11611 IX 100 07/26/24 *** Payment Total	HCS FAMILY SERVICES INC 74,665.03 74,665.03	Status Issued 0.00 0.00	74,665.03 74,665.03
Payment Number 32419 EXP20240	532039 Payment Date 07/02/2 627	4 Vendor 32419 IX 100 06/27/24 *** Payment Total	PARILLO, HALEY 174.31 174.31	Status Issued 0.00 0.00	174.31 174.31
Payment Number 10141 062124-S 10141 062724-C 10141 50924-PD	532040 Payment Date 07/02/2 CC	14 Vendor 10141 IX 100 07/21/24 IX 100 07/27/24 IX 100 06/08/24 *** Payment Total	PHYSICIANS RECORD CO 381.00 186.00 396.00 963.00	Status Issued 0.00 0.00 0.00 0.00	381.00
			PUBLIC SAFETY DIRECT INC 1,191.75 12,639.08 13,830.83		1,191.75 12,639.08 13,830.83
Payment Number 10549 45-1-140	532042 Payment Date 07/02/2	4 Vendor 10549 100 02/03/24 *** Payment Total	REDWING BUSINESS ADVANTAGE 200.00	Status Issued 0.00 0.00	200.00 200.00
Payment Number 20395 022824IA	532043 Payment Date 07/02/2	4 Vendor 20395 IX 100 07/25/24 *** Payment Total	SAVIANO, FRAN 120.00 120.00	Status Issued 0.00 0.00	120.00
Payment Number 12540 24CF850	532044 Payment Date 07/02/2	4 Vendor 12540 IX 100 07/27/24 *** Payment Total	STEFANI, LIDIA 57.00 57.00	Status Issued 0.00 0.00	57.00 57.00
Payment Number 11753 61846	532045 Payment Date 07/02/2	4 Vendor 11753 IX 100 07/28/24 *** Payment Total	TITAN IMAGE GROUP INC 4,350.00 4,350.00	Status Issued 0.00 0.00	4,350.00 4,350.00

AP255 Date 07/02/24 Pay Group 1000 GENERAL FUND PAY GROUP USD Time 11:53 Bank Account Payment History

Payment Date Range 07/02/24 thru 07/02/24

Cash Code 1414 Bank 071923909
Payment Code ACH

Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date Dso	c Date	Scheduled Amount	Discount	Amount	Net Pa	yment Amount
Payment Numb 30797 30	per 532046 Payment D 123000325	ate 07/02/24	IX 100	30797 07/28/24 yment Total	TR	RINITY SERVICES GROUP 22,301.61 22,301.61	INC	Status 0.00 0.00	Issued	22,301.61 22,301.61
		*** Pá		e ACH Total yment Count		118,660.43 12		0.00		118,660.43

AP255 Date 07/02/24 Time 11:53 Pay Group 1000 GENERAL FUND PAY GROUP USD Page Bank Account Payment History

Payment Currency USD

07/02/24 thru 07/02/24 Payment Date Range

Cash Code 1414 Bank 071923909

Payment Code CHK

Vendor	Invoice	Voucher	Auth PL	Due Date Dsc Dat	e Scheduled Amount	Discount Amount	Net Pay	ment Amount
Payment Numbe 41420 INV	r 1194106 Payment 7-1727	Date 07/02/24	Vendor IX 100 *** Pa	41420 07/28/24 ayment Total	CITY-COUNTY COMMUNICA 995.00 995.00	FIONS & Status 0.00 0.00	Issued	995.00 995.00
Payment Numbe 22262 115		Date 07/02/24	Vendor IX 100 *** Pa	22262 07/31/24 Ayment Total	ADVANCED DIGITAL MEDIA 150.00 150.00	A INC Status 0.00 0.00		150.00
Payment Numbe 43804 208					ALOHA DOCUMENT SERVICE 1,435.00 1,435.00		Issued	1,435.00 1,435.00
Payment Numbe 10671 178	r 1194109 Payment 437	Date 07/02/24	Vendor IX 100 *** Pa	10671 07/07/24 ayment Total	ALPHAGRAPHICS 19.75 19.75	Status 0.00 0.00		
Payment Numbe 18092 TRV	r 1194110 Payment 20240611A	Date 07/02/24	Vendor IX 100 *** Pa	18092 06/27/24 ayment Total	ANGELOPOULOS, NANSI 108.36 108.36	Status 0.00 0.00	Issued	108.36
10008 630	r 1194111 Payment 260168906 2024		IX 100 *** Pa	07/01/24 ayment Total	AT&T 352.18 352.18	0.00	Issued	352.18 352.18
Payment Numbe 10008 708 10008 708 10008 708	r 1194112 Payment 286003706 2024 286117606 2024 286675906 2024	Date 07/02/24	Vendor IX 100 IX 100 IX 100 *** Pa	10008 07/16/24 07/16/24 07/16/24 ayment Total	AT&T 8,420.30 3,434.42 1,186.83 13,041.55	Status 0.00 0.00 0.00 0.00	Issued	8,420.30 3,434.42 1,186.83 13,041.55
Payment Numbe 24050 TRV	r 1194113 Payment 20240610	Date 07/02/24	Vendor IX 100 *** Pa	24050 06/28/24 ayment Total	BEYMER, JASEN 265.00 265.00	Status 0.00 0.00		265.00
Payment Numbe 44162 100		Date 07/02/24	TX 100	44162 07/14/24 ayment Total	BLUE LIGHT CONSULTANT: 1,020.00 1,020.00	S & Status 0.00 0.00	Issued	1,020.00 1,020.00
Payment Numbe 10019 622 10019 622 10019 625 10019 626	r 1194115 Payment 6858000 9585500 8650200 2872900	Date 07/02/24	Vendor IX 100 IX 100 IX 100 IX 100 *** Pa	10019 06/13/24 06/23/24 06/29/24 07/02/24 ayment Total	CENTRAL DUPAGE HOSPITZ 22,387.73 3,466.80 12,752.10 8,057.25 46,663.88	AL Status 0.00 0.00 0.00 0.00 0.00 0.00	Issued	22,387.73 3,466.80 12,752.10 8,057.25 46,663.88
Payment Numbe 12097 046 12097 046		Date 07/02/24		12097 06/16/24 07/17/24	CIOX HEALTH LLC 93.68 112.02	Status 0.00 0.00	Issued	93.68 112.02

AP255 Date 07/02/24 Time 11:53 Pay Group 1000 GENERAL FUND PAY GROUP Bank Account Payment History USD

> 07/02/24 thru 07/02/24 Payment Date Range Payment Currency USD

Cash Code 1414 Bank 071923909

Payment Code CHK

Vendor In	nvoice	Voucher	Auth PL	Due Date Dsc Dat	ce Scheduled Amount	Discount Amount	Net Pay	ment Amount
Payment Number	1194116 Payment	Date 07/02/24	Vendor *** Pa	12097 Ayment Total	CIOX HEALTH LLC 205.70	Status 0.00	Issued	205.70
Payment Number 12382 877120	1194117 Payment 00470953205061924	Date 07/02/24	Vendor IX 100 *** Pa	12382 07/19/24 ayment Total	COMCAST 249.85 249.85	Status 0.00 0.00		249.85 249.85
Payment Number 34625 51921	1194118 Payment	Date 07/02/24	IX 100	34625 07/20/24 ayment Total	DOCU-SHRED, INC 220.00 220.00	Status 0.00 0.00	Issued	220.00 220.00
Payment Number 11422 DAWL20	1194119 Payment 024-2025	Date 07/02/24	Vendor IX 100 *** Pa	11422 07/27/24 ayment Total	DUPAGE ASSOCIATION OF 450.00	WOMEN Status 0.00 0.00		450.00 450.00
Payment Number 11196 8-535-	1194120 Payment 16519		IX 100	11196 07/19/24 Ayment Total	FEDEX 61.10 61.10	Status 0.00 0.00	Issued	61.10 61.10
12631 070120			IX 100 *** Pa		FILKINS, JAMES MD JD 11,000.00 11,000.00			
Payment Number 19276 952359	1194122 Payment 951	Date 07/02/24	Vendor IX 100 *** Pa	19276 07/17/24 ayment Total	HENRY SCHEIN, INC 1,011.62 1,011.62	Status 0.00 0.00	Issued	1,011.62 1,011.62
Payment Number 13058 2023S-	1194123 Payment 0011	Date 07/02/24	Vendor IX 100 *** Pa	13058 07/20/24 ayment Total	ILLINOIS HOMICIDE 25.00 25.00	Status 0.00 0.00	Issued	25.00 25.00
Payment Number 28858 MIL202	1194124 Payment 240603	Date 07/02/24	Vendor IX 100 *** Pa	28858 07/01/24 ayment Total	JANSSENS, DINA 80.64 80.64	Status 0.00 0.00	Issued	80.64 80.64
Payment Number 30205 6767	1194125 Payment	Date 07/02/24	TX 100	30205 07/31/24 ayment Total	KING HOLLOWAY LLC 3,500.00 3,500.00	Status 0.00 0.00	Issued	3,500.00 3,500.00
Payment Number 11057 294107	1194126 Payment 241	Date 07/02/24	IX 100	11057 06/30/24 ayment Total	KONICA MINOLTA BUSINE 277.83 277.83	SS SOL Status 0.00 0.00	Issued	277.83 277.83
Payment Number 40631 MIL202	1194127 Payment 240506	Date 07/02/24		40631 06/11/24 ayment Total	LEACH, BRIANNE 28.27 28.27	Status 0.00 0.00	Issued	28.27 28.27
Payment Number 40599 TRV202	1194128 Payment 240613	Date 07/02/24	Vendor	40599	MCPHEARSON, ANTHONY 58.00	Status 0.00	Issued	58.00

AP255 Date 07/02/24 Time 11:53 Pay Group 1000 GENERAL FUND PAY GROUP Bank Account Payment History USD Page

> 07/02/24 thru 07/02/24 Payment Date Range Payment Currency USD

Cash Code 1414 Bank 071923909

1 47 0110 0040	01111								
Vendor	Invoice		Voucher	Auth PL	Due Date Dsc D	ate Scheduled Amount	Discount Amount	Net Paym	ent Amount
Payment Numbe	er 1194128	Payment	Date 07/02/24	Vendor *** Pa	40599 Lyment Total	MCPHEARSON, ANTHONY 58.00	Status 0.00	Issued	58.00
Payment Number 32711 100	er 1194129 01147	Payment	Date 07/02/24	Vendor IX 100 *** Pa	32711 07/28/24 Lyment Total	GANTUMUR, GANERDENE 400.00 400.00	Status 0.00 0.00	Issued	400.00 400.00
Payment Number 18158 TRV	er 1194130 V20240612	Payment	Date 07/02/24	Vendor IX 100 *** Pa	18158 06/27/24 Lyment Total	MURRAY, BERNARD 734.50 734.50	Status 0.00 0.00		734.50 734.50
Payment Number 28996 560 28996 560	0	Payment	Date 07/02/24	Vendor IX 100 IX 100 *** Pa	28996 07/27/24 07/28/24 yment Total	NASER, EVA Y 237.62 327.62 565.24	Status 0.00 0.00 0.00	Issued	237.62 327.62 565.24
39549 364 39549 365 39549 365 39549 365 39549 365	er 1194132 4859569001 5802712001 7278660001 7865856001 9030860001 9269303001	Payment	Date 07/02/24	Vendor IX 100	39549 06/05/24 06/08/24 06/14/24 06/14/24 06/20/24 06/23/24 Tyment Total	ODP BUSINESS SOLUTIONS 88.99 79.50 86.54 26.64 97.45 10.78 389.90	, LLC Status	Issued	88.99 79.50 86.54 26.64 97.45 10.78 389.90
	er 1194133 P20240614	Payment	Date 07/02/24	IX 100	40934 06/25/24 Lyment Total	OGAN, TIM 19.00 19.00	Status 0.00 0.00	Issued	19.00 19.00
Payment Number 29508 203 29508 203	er 1194134 24 #49 24 #50	Payment	Date 07/02/24	Vendor IX 100 IX 100 *** Pa	29508 07/06/24 07/07/24 yment Total	OKUNSKAYA, TATIANA 299.96 159.96 459.92	Status 0.00 0.00 0.00	Issued	299.96 159.96 459.92
	er 1194135 4D09FB-0002		Date 07/02/24	IX 100	40701 07/01/24 Lyment Total	OTHRAM INC. 8,599.00 8,599.00	Status 0.00 0.00	Issued	8,599.00 8,599.00
Payment Number 20753 R20	er 1194136 024-04-0392358	Payment 3-01	Date 07/02/24	Vendor IX 100 *** Pa	20753 05/11/24 Lyment Total	PAESSLER AG 5,313.75 5,313.75	Status 0.00 0.00	Issued	5,313.75 5,313.75
						PARTNERS AND PAWS VETE 36.72 36.72			36.72 36.72
Payment Number 23691 IN		Payment	Date 07/02/24	Vendor IX 100	23691 07/28/24	POWERDMS, INC. 85.00	Status 0.00	Issued	85.00

AP255 Date 07/02/24 Time 11:53 Pay Group 1000 GENERAL FUND PAY GROUP USD Page Bank Account Payment History

Payment Currency USD

333.99

42.00

18.16

Payment Date Range 07/02/24 thru 07/02/24

Cash Code 1414 Bank 071923909

Dayment Code CHK

11145 2351531

11145 2351532 11145 2351533

Payment Code CHK						
Vendor Invoic	ce Voucher	Auth PL	Due Date Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
	.94138 Payment Date 07/02/					
Payment Number 11 31487 113637	.94139 Payment Date 07/02/	24 Vendor IX 100 *** P	31487 PF 07/06/24 ayment Total	ROVISIO, LLC 432.00 432.00	Status 0.00 0.00	Issued 432.00 432.00
Payment Number 11145 2351079 11145 2351082 11145 2351084 11145 2351087 11145 2351088 11145 2351090 11145 2351092 11145 2351101 11145 2351107 11145 2351112 11145 2351113 11145 2351114 11145 2351115 11145 2351117 11145 2351118 11145 2351119 11145 2351119 11145 2351152 11145 2351152 11145 2351517 11145 2351517 11145 2351517 11145 2351517 11145 2351517 11145 2351517 11145 2351517 11145 2351517 11145 2351517 11145 2351517 11145 2351517 11145 2351518 11145 2351521 11145 2351521 11145 2351521 11145 2351522 11145 2351522 11145 2351525 11145 2351525 11145 2351525 11145 2351525 11145 2351525 11145 2351525 11145 2351527 11145 2351525 11145 2351527 11145 2351528	94140 Payment Date 07/02/	Vendor  IX 100	11145 RF 07/26/24 07/28/24 07/28/24 07/28/24 07/28/24 07/28/24 07/28/24 07/28/24	AY O'HERRON CO INC 73.91 694.89 30.43 30.43 30.43 30.43 138.98 111.69 67.71 64.59 67.99 72.21 700.00 254.12 190.74 180.71 244.80 152.14 76.45 414.23 382.43 389.79 359.34 180.00 963.11 50.97 97.75 169.96 110.46 64.31 59.51 15.29 260.08 86	Status 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	Tssued  73.91 694.89 30.43 30.43 30.43 30.43 138.98 111.69 67.71 64.59 67.71 64.59 67.99 72.21 700.00 254.12 190.74 180.71 244.80 152.14 76.45 414.23 382.43 389.79 359.34 180.00 963.11 50.97 97.75 169.96 110.46 64.31 59.51 15.29 260.08 .86

IX 100

100

100

IX

IX

07/28/24

07/28/24 07/28/24

333.99

18.16

42.00

0.00

0.00

0.00

AP255 Date 07/02/24 Time 11:53 Pay Group 1000 GENERAL FUND PAY GROUP Bank Account Payment History USD Page

> 07/02/24 thru 07/02/24 Payment Date Range Payment Currency USD

Cash Code 1414 Bank 071923909

2 0.7 0.110 0.0 0.11	•						
Vendor Inv	voice	Voucher	Auth PL	Due Date Dsc Dat	e Scheduled Amount Discount	Amount Net P	ayment Amount
Payment Number 11145 2351534 11145 2351595 11145 2351603	5		Vendor IX 100 IX 100 IX 100 *** Pa	11145 07/28/24 07/28/24 07/28/24 yment Total	RAY O'HERRON CO INC 598.34 410.00 545.65 9,625.87	Status Issue 0.00 0.00 0.00 0.00	598.34 410.00 545.65 9,625.87
Payment Number 43144 EXP2024	1194141 Payment 40524	Date 07/02/24	Vendor IX 100 *** Pa	43144 06/24/24 yment Total	SASSO, ROSE 22.34 22.34	Status Issue 0.00 0.00	22.34
Payment Number 42619 0701202	1194142 Payment 24SEGOVIA	Date 07/02/24	Vendor IX 100 *** Pa	42619 07/01/24 yment Total	SEGOVIA, ADRIENNE E 1,210.00 1,210.00	Status Issue 0.00 0.00	d 1,210.00 1,210.00
Payment Number 10397 062428	1194143 Payment	Date 07/02/24	TV 100	10397 07/27/24 yment Total	SEROLOGICAL RESEARCH INSTITUTE 710.77 710.77	Status Issue 0.00 0.00	d 710.77 710.77
Payment Number 26479 CK10122	1194144 Payment		IX 100 *** Pa	07/25/24 yment Total	SHERIFF ADMINISTRATIVE ACCOUNT 59.00 59.00	0.00 0.00	59.00
Payment Number 30394 0524 30394 0624	1194145 Payment	Date 07/02/24	Vendor IX 100 IX 100 *** Pa	30394 05/24/24 05/25/24 yment Total	SMAL, PAWEL 464.42 232.21 696.63	Status Issue 0.00 0.00 0.00	464.42
Payment Number 32899 943672- 32899 943789- 32899 943826- 32899 943887-	1194146 Payment -20 -20 -20 -20		Vendor	32899	STATEWIDE PUBLISHING, LLC 90.00 90.00 90.00 90.00 360.00	Status Issue	90 00
Payment Number 13018 4570302	1194147 Payment	Date 07/02/24	IX 100	13018 07/04/24 yment Total	SURVEYMONKEY INC. 900.00 900.00	Status Issue 0.00 0.00	d 900.00 900.00
Payment Number 30382 9571504	1194148 Payment 1484	Date 07/02/24	TX 100	30382 07/20/24 yment Total	T-MOBILE USA, INC. 50.00	Status Issue 0.00 0.00	d 50.00 50.00
Payment Number 39272 060624	1194149 Payment 062724	Date 07/02/24	Vendor IX 100 *** Pa	39272 07/28/24 yment Total	TACCONA,RITA 760.00 760.00	Status Issue 0.00 0.00	
Payment Number 34517 92490	1194150 Payment	Date 07/02/24	Vendor IX 100	34517 07/27/24	TEK84 INC 10,900.00	Status Issue 0.00	

AP255 Date 07/02/24 Time 11:53 Pay Group 1000 GENERAL FUND PAY GROUP Bank Account Payment History USD Page

Payment Currency USD

07/02/24 thru 07/02/24 Payment Date Range

Cash Code 1414 Bank 071923909

Payment Code CHK

Vendor Inv	roice	Voucher	Auth PL	Due Date Dsc Dat	te Scheduled Amount	Discount Amount	Net Payr	ment Amount
Payment Number	1194150 Payment	Date 07/02/24	Vendor *** Pa	34517 yment Total	TEK84 INC 10,900.00	Status 0.00	Issued	10,900.00
Payment Number 12123 A60946	1194151 Payment	Date 07/02/24	IX 100	12123	TELCOM INNOVATIONS GRO	OUP LLC Status 0.00 0.00	Issued	181.25 181.25
Payment Number 11169 8502135		Date 07/02/24	IX 100	11169 06/13/24 yment Total	THOMSON REUTERS-WEST 236.00 236.00	Status 0.00 0.00		236.00 236.00
Payment Number 32034 7 06282	1194153 Payment 24	Date 07/02/24	Vendor IX 100 *** Pa	32034 07/28/24 yment Total	TIRRANO LLC 5,416.66 5,416.66	Status 0.00 0.00	Issued	5,416.66 5,416.66
Payment Number 27621 041	1194154 Payment	Date 07/02/24	IX 100	27621 07/28/24 yment Total	VELASCO, DANIEL 356.30 356.30	Status 0.00 0.00	Issued	356.30 356.30
Payment Number 10597 9965492 10597 9965492	2032	Date 07/02/24	Vendor IX 100 IX 100 *** Pa	10597 07/01/24 07/01/24 yment Total	VERIZON 1,088.25 2,234.62 3,322.87	Status 0.00 0.00 0.00	Issued	1,088.25 2,234.62 3,322.87
Payment Number 10068 5743307		Date 07/02/24	Vendor IX 100 *** Pa	10068 07/21/24 yment Total	38.60	0.00	Issued	38.60 38.60
Payment Number 10989 1012024 10989 22808TN 10989 23583TN	1		IX 100 IX 100	10989 06/30/24 06/16/24 07/07/24 yment Total	WATER ONE 29.85 43.25 56.75 129.85	Status 0.00 0.00 0.00 0.00		29.85 43.25 56.75 129.85
Payment Number 29895 14687	1194158 Payment	Date 07/02/24	IX 100	29895 07/29/24 yment Total	WELLSPRING CLOUD SOLUT 300.00 300.00	FIONS LLC Status 0.00 0.00	Issued	300.00
Payment Number	1194159 Payment 0000763551E 0000768706E 0000768706EA 0000768872E 0000769127E 0000769378E 0000769828E 0000769830E 0000770519E	Date 07/02/24	Vendor IX 100	12471 06/03/24 06/12/24 06/12/24 06/12/24 06/13/24 06/13/24 06/14/24 06/14/24 06/14/24	WINFIELD LABORATORY 58.64 17.17 2.82 8.05 22.29 4.10 31.02 30.38 36.37 11.33	Status 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.		58.64 17.17 2.82 8.05 22.29 4.10 31.02 30.38 36.37 11.33

AP255 Date 07/02/24 Pay Group 1000 GENERAL FUND PAY GROUP USD Time 11:53 Bank Account Payment History

Payment Date Range 07/02/24 thru 07/02/24

Cash Code 1414 Bank 071923909

Payment Code CHK

Payment Currency USD

Vendor	Invoice	Voucher Au	ith PL Due	Date Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
12471 WI 12471 WI	per 1194159 Payment ( LCP000000770520EB LCP000000771146E LCP000000772023E LCP0000000772024E	Date 07/02/24 IX IX IX	X 100 06/ X 100 06/ X 100 06/	15/24 16/24 17/24 17/24	INFIELD LABORATORY 6.95 8.05 8.05 22.89 268.11	Status 0.00 0.00 0.00 0.00 0.00	Issued 6.95 8.05 8.05 22.89 268.11
		*** Payr	nent Code CH Paymen	K Total t Count	133,798.01 54	0.00	133,798.01
		*** Casl	n Code 1414 Paymen	Total t Count	252,458.44 66	0.00	252,458.44
		*** Pay Gro		Total t Count	252,458.44 66	0.00	252,458.44

AP255 Date: 07/02/24 Time: 11:53 JOB SUBMISSION PARAMETERS

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

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

AP255 Date 07/02/24 Time 11:54 Pay Group 1100 GENERAL GOVERNMENT PAY GROUP Bank Account Payment History USD Page

Payment Currency USD

07/02/24 thru 07/02/24 Payment Date Range

Cash Code 1414 Payment Code CHK Bank 071923909

Vendor	Invoice	Voucher	Auth PL	Due Date Dsc D	ate Scheduled Amount	Discount Amount N	let Payr	ment Amount
39816	mber 1194160 Payment EXP20240515 TRV20240611	Date 07/02/24	Vendor IX 120 IX 120 *** Pa	39816 06/27/24 06/27/24 Lyment Total	ABELLA, LILY 119.87 587.43 707.30	Status I 0.00 0.00 0.00	ssued	119.87 587.43 707.30
Payment Nu 43804	mber 1194161 Payment 208103	Date 07/02/24	Vendor IX 120 *** Pa	43804 07/06/24 syment Total	ALOHA DOCUMENT SERVICE 228.00 228.00	SS, INC Status I 0.00 0.00		228.00 228.00
Payment Nu 10009	mber 1194162 Payment 287304391276X06082024	Date 07/02/24	Vendor IX 105 *** Pa	10009 06/30/24 yment Total	AT&T MOBILITY 248.90 248.90	Status I 0.00 0.00		248.90 248.90
Payment Nu 12628	mber 1194163 Payment 2024-17	Date 07/02/24	Vendor IX 105 *** Pa	12628 06/30/24 yment Total	CHOOSE DUPAGE 2,946.00 2,946.00	Status I 0.00 0.00		
Payment Nu 37751	mber 1194164 Payment RES-ACC-23-000556	Date 07/02/24	Vendor IX 170 *** Pa	37751 06/26/24 yment Total	COSTELLO, ANTHONY L 100.00 100.00	Status I 0.00 0.00	ssued	100.00
Payment Nu 19706	mber 1194165 Payment 79804005	Date 07/02/24	TV 10E	19706 06/30/24 yment Total	DPC REGIONAL OFFICE OF 38,640.00 38,640.00	F EDUCATN Status I 0.00 0.00		38,640.00
	mber 1194166 Payment FY2405-24	Date 07/02/24	Vendor IX 105 *** Pa	10531 07/21/24 yment Total	DUPAGE SENIOR CITIZENS 20,000.00 20,000.00	S Status I 0.00 0.00	ssued	20,000.00
13020 13020 13020 13020 13020 13020			IX 150 IX 150 IX 150 IX 150 IX 150 IX 150 IX 150 IX 150	13020 06/30/24 06/30/24 07/20/24 06/29/24 06/29/24 06/30/24 06/30/24 tyment Total	FIDLAR TECHNOLOGIES IN	0.00 0.00 0.00 0.00 0.00 0.00		1,310.46 4,352.00 24,000.00 507.08 507.35 506.98 507.08 31,690.95
Payment Nu 28492	mber 1194168 Payment EXP20240608	Date 07/02/24	Vendor IX 120 *** Pa	28492 06/27/24 Nyment Total	FLAMION, LAURA 49.90	Status I 0.00	ssued	49.90 49.90
Payment Nu 10809					INSIGHT PUBLIC SECTOR 198.71 198.71		ssued	198.71 198.71
Payment Nu 26200	mber 1194170 Payment 44867934	Date 07/02/24	Vendor IX 150	26200 06/27/24	KONICA MINOLTA 832.93	Status I 0.00	Issued	832.93

AP255 Date 07/02/24 Pay Group 1100 GENERAL GOVERNMENT PAY GROUP USD Bank Account Payment History

Payment Date Range 07/02/24 thru 07/02/24

Cash Code 1414 Bank 071923909

Payment Code CHK

Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date Dsc	Date Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	c 1194170 Payment I	Date 07/02/24	Vendor *** Pay	26200 ment Total	KONICA MINOLTA 832.93	Status 0.00	Issued 832.93
		*** Pa		CHK Total ment Count	95,642.69 11	0.00	95,642.69
		*** Ca		414 Total ment Count	95,642.69 11	0.00	95,642.69
		*** Pay Gi	oup 1100 U	SD Total ment Count	95,642.69 11	0.00	95,642.69

AP255 Date: 07/02/24 Time: 11:54 JOB SUBMISSION PARAMETERS

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

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

AP255 Date 07/02/24 Pay Group 1200 HEALTH AND WELFARE PAY GROUP USD Bank Account Payment History

Payment Date Range 07/02/24 thru 07/02/24

Cash Code 1414 Bank 071923909 Payment Code ACH

Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date Dsc	Date Scheduled Amount	Discount Amount	Net Payment Amo	ount
Payment Numb 26753 16	er 532047 VD-1RNL-7JYL	Payment Date 07/02/24	Vendor IX 100 *** Pay	26753 07/16/24 yment Total	AMAZON CAPITAL SERVICE 66.99 66.99	ES Status 0.00 0.00	66.	.99 .99
Payment Numb 10667 RT		Payment Date 07/02/24	Vendor IX 100 *** Pay	10667 07/13/24 yment Total	CDW GOVERNMENT INC 69.36 69.36	Status 0.00 0.00	69.	.36 .36
		*** Pa		e ACH Total yment Count	136.35 2	0.00	136.	.35

AP255 Date 07/02/24 Pay Group 1200 HEALTH AND WELFARE PAY GROUP USD Page 2 Bank Account Payment History

Payment Date Range 07/02/24 thru 07/02/24

Cash Code 1414 Bank 071923909

Payment Code CHK

Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date Dsc Da	te Scheduled Amount	Discount Amount	Net Payment Amount
Payment Nu 10674 10674 10674 10674	umber 1194171 9151038570 9151121008 9151146349 9151279679	Payment Date 07/02/24	Vendor IX 100 IX 100 IX 100 IX 100 *** Pa	10674 07/20/24 07/24/24 07/24/24 07/27/24 Lyment Total	AIRGAS USA  280.80 902.19 280.80 140.40 1,604.19	Status 0.00 0.00 0.00 0.00 0.00	Issued  280.80 902.19 280.80 140.40 1,604.19
Payment Nu 38093 38093 38093 38093	umber 1194172 240010174011 240010176008 240010177016 240010179014	Payment Date 07/02/24	Vendor IX 100 IX 100 IX 100 IX 100 IX 100	38093 07/22/24 07/24/24 07/25/24 07/27/24 Lyment Total	ALPHA BAKING COMPANY 152.07 109.95 173.65 153.38 589.05	Status 0.00 0.00 0.00 0.00 0.00	152.07 109.95 173.65 153.38 589.05
Payment Ni 11649	1897680	Payment Date 07/02/24	IX 100	06/27/24	108.50	0.00	108.50
Payment Nu 26602	amber 1194174 7378459208 7378459209 7378459210 7378459211 7378460330 7378460331 7378460332 7378647874 7378647875 7378647875 7378648822 7378648823 7378648825 7378832615 7378832615 7378832617 7378832713 7379057838 7379057935 7379057935 7379057935	Payment Date 07/02/24	Vendor IX 100	26602 07/24/24 07/24/24 07/24/24 07/24/24 07/24/24 07/24/24 07/24/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/25/24 07/27/24 07/27/24 07/27/24 07/27/24 07/27/24 07/27/24 07/27/24 07/27/24	CARDINAL HEALTH 110,	LLC Status 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	Issued  14.09 704.58 384.28 33.36 8.16 117.42 1,019.05 1.13 21.78 22.69 309.26 8.6,307.39 34.30 4,104.48 84.37 3.80 178.56 11.55 544.64 3,972.10 17,968.47
Payment Nu 10074	umber 1194175 0034110100 0615	Payment Date 07/02/24 24	Vendor IX 100 *** Pa	10074 07/15/24 syment Total	CITY OF WHEATON 7,331.86 7,331.86	Status 0.00 0.00	7,331.86 7,331.86
					CUTTING EDGE DOCUMENT 143.00		

AP255 Date 07/02/24 Pay Group 1200 HEALTH AND WELFARE PAY GROUP USD Page 3
Time 11:54 Bank Account Payment History

Payment Date Range 07/02/24 thru 07/02/24

Cash Code 1414 Bank 071923909

Payment Code CHK

Payment Currency USD

Vendor Invo	ice	Voucher Auth	PL Due Date Dsc Da	ate Scheduled Amount D	iscount Amount Net	Payment Amount
Payment Number	1194176 Payment Dat	te 07/02/24 Ven **	dor 22534 * Payment Total	CUTTING EDGE DOCUMENT 143.00	Status Iss 0.00	ued 143.00
Payment Number 39549 37211797	1194177 Payment Dat 7001	te 07/02/24 Ven IX 1 **	dor 39549 00 07/12/24 * Payment Total	ODP BUSINESS SOLUTIONS, 10.78 10.78	LLC Status Iss 0.00 0.00	ued 10.78 10.78
Payment Number 38749 5603830	1194178 Payment Dat	te 07/02/24 Ven IX 1 **	dor 38749 00 07/25/24 * Payment Total	PERFORMANCE FOODSERVICE 236.20 236.20	Status Iss 0.00 0.00	ued 236.20 236.20
Payment Number 28804 3564197 28804 3564198 28804 3564199 28804 3564239	1194179 Payment Dat	te 07/02/24 Ven IX 1 IX 1 IX 1 IX 1	dor 28804 00 07/26/24 00 07/26/24 00 07/26/24 00 07/26/24 * Payment Total	PRESCRIPTION SUPPLY INC 233.10 1,294.32 40.35 46.62 1,614.39	Status Iss 0.00 0.00 0.00 0.00 0.00	233.10 1,294.32 40.35 46.62 1.614.39
Payment Number 11409 2433333	1194180 Payment Dat	te 07/02/24 Ven IX 1	dor 11409 00 07/25/24	PROFESSIONAL MEDICAL IN 971.78	C Status Iss 0.00	ued 971.78
Payment Number	1194181 Payment Date 8 9 00 1 2 3 4 8 1 8 5 2 1 5 6 7 2 3 4 5 6 7 8 9 0	Te 07/02/24 Ven  IX 1  IX 1	dor 10555 00 07/20/24 00 07/20/24 00 07/20/24 00 07/20/24 00 07/20/24 00 07/20/24 00 07/20/24 00 07/20/24 00 07/21/24 00 07/21/24 00 07/21/24 00 07/24/24 00 07/24/24 00 07/24/24 00 07/24/24 00 07/24/24 00 07/24/24 00 07/24/24 00 07/24/24 00 07/27/24 00 07/27/24 00 07/27/24 00 07/27/24 00 07/27/24 00 07/27/24 00 07/27/24 00 07/27/24	971.78  SYSCO FOOD SERVICES-CHI 2,676.71 157.06 34.33 383.69 996.50 29.76 303.26 57.38 46.55 96.08 96.00 107.00 107.00 4,217.04 73.60 479.79 96.08 33.69 3,320.34 130.71 460.63 3,431.32 2,724.53 48.52 374.63	CAGO Status Iss 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0	2,676.71 157.06 34.33 383.69 996.50 29.76 303.26 57.38 46.55 96.08 96.00 107.00 4,217.04 73.60 479.79 96.08 33.69 3,320.34 130.71 460.63 3,431.32 2,724.53 48.52 374.63

AP255 Date 07/02/24 Pay Group 1200 HEALTH AND WELFARE PAY GROUP USD Bank Account Payment History

Payment Date Range 07/02/24 thru 07/02/24

Cash Code 1414 Bank 071923909 Payment Code CHK

1414 Bank 071923909 Payment Currency USD

Vendor Inv	voice	Voucher	Auth PL	Due Date Dsc Da	ate Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number	1194181 Payment	Date 07/02/24	Vendor *** Pa	10555 yment Total	SYSCO FOOD SERVICES-C 20,482.20	CHICAGO Status	Issued 20,482.20
Payment Number 11428 465820	1194182 Payment	Date 07/02/24	Vendor IX 100 *** Pa	11428 07/26/24 yment Total	UNIQUE PRODUCTS 2,359.50 2,359.50	Status 0.00 0.00	Issued 2,359.50 2,359.50
		*** Pa	4	le CHK Total yment Count	53,419.92 12	0.00	53,419.92
		*** Ca		1414 Total yment Count	53,556.27 14	0.00	53,556.27
		*** Pay Gr	oup 1200 Pa	USD Total	53,556.27 14	0.00	53,556.27

AP255 Date: 07/02/24 Time: 11:54 JOB SUBMISSION PARAMETERS

User Name: DP\FNDMD Job Name: PMTHISTORY

Step Nbr: 4

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

AP255 Date 07/02/24 Time 11:54 Pay Group 1300 PUBLIC SAFETY PAY GROUP Bank Account Payment History

07/02/24 thru 07/02/24 Payment Date Range

Cash Code 1414 Bank 071923909 Payment Code CHK

Payment Currency USD

USD

	Vendor	Invoice	Voucher	Auth PL	Due Date Dsc Dat	e Schedi	uled Amount	Discount Amount	Net Payment	Amount
]	Payment Number 10366 2158	r 1194183 Payment D 86123 062824	Date 07/02/24	IX 120	10366 07/01/24 ment Total	HINCKLEY	SPRINGS 116.39 116.39	Status 0.00 0.00		116.39 116.39
			*** Pa		e CHK Total ment Count		116.39	0.00		116.39
			*** Ca		.414 Total ment Count		116.39	0.00		116.39
			*** Pay Gr	roup 1300 U Pav	JSD Total ment Count		116.39 1	0.00		116.39

AP255 Date: 07/02/24 Time: 11:54 JOB SUBMISSION PARAMETERS

User Name: DP\FNDMD Job Name: PMTHISTORY

Step Nbr: 5

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

AP255 Date 07/02/24 Time 11:54 Pay Group 1400 JUDICIAL PAY GROUP Bank Account Payment History USD

Page

07/02/24 thru 07/02/24 Payment Date Range

Cash Code 1414 Payment Code ACH Bank 071923909

Payment Currency USD

Vendor	Invoice	Voucher Aut	h PL Due I	Date Dsc Date	Scheduled Amount	Discount Amount	Net Payment Amount
Payment Num 39536 E	ber 532049 Payment XP20240625	IX	endor 3 104 06/2 *** Payment	7/24	PPAS, VICTORIA 116.08 116.08	Status 0.00 0.00	Issued 116.08 116.08
Payment Num 12232 S		IX	endor 1 101 07/2 *** Payment	6/24	GICALIS 5,313.54 5,313.54	Status 0.00 0.00	Issued 5,313.54 5,313.54
		*** Payme	nt Code ACH Payment		5,429.62 2	0.00	5,429.62
		*** Cash	Code 1414 Payment		5,429.62 2	0.00	5,429.62
		*** Pay Group	1400 USD Payment	Total Count	5,429.62 2	0.00	5,429.62

AP255 Date: 07/02/24 Time: 11:54 JOB SUBMISSION PARAMETERS

User Name: DP\FNDMD Job Name: PMTHISTORY

Step Nbr: 6

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

AP255 Date 07/02/24 Pay Group 1500 HWY STREETS & BRIDGES PAY GRP Page Time 11:55 Bank Account Payment History

> 07/02/24 thru 07/02/24 Payment Date Range Payment Currency USD

Cash Code 1414 Bank 071923909 Payment Code ACH

Vendor	Invoice	Voucher	Auth PL	Due Date Dsc Da	ate Scheduled Amount Disco	ount Amount Net Pa	yment Amount
Payment Number 43683 CO-		Date 07/02/24	IX 100	43683 07/24/24 yment Total	BAUMAN TRAILER SALES & TOWN 16,890.00 16,890.00	ING, Status Issued 0.00 0.00	16,890.00 16,890.00
Payment Number 10843 579 10843 579 10843 580	67 90	Date 07/02/24	IX 100 IX 100 IX 100	10843 07/11/24 07/13/24 07/17/24 Lyment Total	K-FIVE CONSTRUCTION CORP 14,230.90 1,496.99 863.89 16,591.78	Status Issued 0.00 0.00 0.00 0.00	14,230.90 1,496.99 863.89 16,591.78
		*** P		le ACH Total yment Count	33,481.78	0.00	33,481.78

AP255 Date 07/02/24 Time 11:55 Pay Group 1500 HWY STREETS & BRIDGES PAY GRP Bank Account Payment History USD Page

> 07/02/24 thru 07/02/24 Payment Date Range

Cash Code 1414 Bank 071923909

Payment Code CHK

Payment Currency USD

2							
Vendor	Invoice	Voucher	Auth PL	Due Date Dsc Dat	e Scheduled Amount	Discount Amount	Net Payment Amour
Payment Num 10030 7 10030 7	nber 1194184 Payme 564 573	ent Date 07/02/24	Vendor IX 100 IX 100 *** Pa	10030 07/14/24 07/18/24 Lyment Total	DUKANE ASPHALT COMPAN 10,994.10 1,837.55 12,831.65	Y Status 0.00 0.00 0.00	Issued 10,994.10 1,837.55 12,831.65
Payment Num 11779 I	nber 1194185 Payme ILSOU185669	ent Date 07/02/24	Vendor IX 100 *** Pa	11779 07/20/24 yment Total	FASTENAL COMPANY 90.15 90.15	Status 0.00 0.00	Issued 90.15
Payment Num 12677 C	ber 1194186 Payme 042073517:01	ent Date 07/02/24	Vendor IX 100 *** Pa	12677 07/13/24 Lyment Total	INTERSTATE POWER SYST 4,147.96 4,147.96	EMS INC Status 0.00 0.00	Issued 4,147.96 4,147.96
Payment Num	mber 1194187 Payme 496-251024 496-251097 496-251124 496-251137 496-251405 496-251418 496-252219	ent Date 07/02/24	Vendor IX 100	11213 06/30/24 07/03/24 07/03/24 07/03/24 07/05/24 07/05/24 07/13/24 Lyment Total	NAPA AUTO PARTS  87.84  111.31  41.06  44.80  114.00  121.11  14.22  534.34	Status 0.00 0.00 0.00 0.00 0.00 0.00 0.00	Issued  87.84  111.31  41.06  44.80  114.00  121.11  14.22  534.34
Payment Num 10363 1 10363 1	nber 1194188 Payme .003917 .005210	ent Date 07/02/24	Vendor IX 100 IX 100 *** Pa	10363 06/22/24 07/07/24 Lyment Total	PRIORITY PRODUCTS INC 95.97 89.98 185.95	. Status 0.00 0.00 0.00	Issued 95.97 89.98 185.95
Payment Num 27170 8	nber 1194189 Payme 191511396	ent Date 07/02/24	Vendor IX 100 *** Pa	27170 06/27/24 Lyment Total	VCNA PRAIRIE LLC 1,435.63 1,435.63	Status 0.00 0.00	Issued 1,435.63 1,435.63
		*** P	ayment Cod Pa	le CHK Total Nyment Count	19,225.68 6	0.00	19,225.68
		*** C	ash Code Pa	1414 Total ayment Count	52,707.46 8	0.00	52,707.46
				USD Total yment Count			52,707.46

AP255 Date: 07/02/24 Time: 11:55 JOB SUBMISSION PARAMETERS

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

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

AP255 Date 07/02/24 Time 11:55 Pay Group 1600 CONSERV & RECREATION PAY GROUP USD Bank Account Payment History

Page

07/02/24 thru 07/02/24 Payment Date Range

Cash Code 1414 Bank 071923909 Payment Code ACH

Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date Dsc I	Date Scheduled Amount	Discount Amount Net P	ayment Amount
Payment Numl 13295 9		Date 07/02/24	IX 100	13295 07/19/24 ayment Total	CDM SMITH INC 1,650.96 1,650.96	Status Issue 0.00 0.00	d 1,650.96 1,650.96
Payment Numl 11025 0		Date 07/02/24	IX 100	11025 07/13/24 ayment Total	CIORBA GROUP 10,382.40 10,382.40	Status Issue 0.00 0.00	d 10,382.40 10,382.40
		*** P		le ACH Total	12,033.36	0.00	12,033.36

AP255 Date 07/02/24 Time 11:55 Pay Group 1600 CONSERV & RECREATION PAY GROUP USD Bank Account Payment History Page

Payment Currency USD

07/02/24 thru 07/02/24 Payment Date Range

Cash Code 1414 Payment Code CHK Bank 071923909

Vendor Inv	oice Vou	ucher Auth PL	Due Date Dsc Dat	e Scheduled Amount Di	scount Amount	Net Payment Amount
Payment Number 30492 TM50049		IX 100 *** Pa	04/24/24 yment Total			3,537.02 3,537.02
Payment Number 10023 6014640 10023 7371639	1194191 Payment Date 0 100 061924 000 062024	07/02/24 Vendor IX 100 IX 100 *** Pa	10023 07/19/24 07/20/24 yment Total	COM ED  151.03 26.34 177.37	Status 0.00 0.00 0.00	Issued 151.03 26.34 177.37
Payment Number 12382 2046561	1194192 Payment Date 0	07/02/24 Vendor IX 100	12382 07/15/24	COMCAST 360.43 360.43	Status 0.00	
Payment Number 12512 598	1194193 Payment Date 0	07/02/24 Vendor IX 100 *** Pa	12512 07/10/24 yment Total	DUPAGE RIVER/SALT CREEK 37,314.00 37,314.00	WRKGRP Status 0.00 0.00	Issued 37,314.00 37,314.00
Payment Number 29217 252147 29217 252836	1194194 Payment Date 0	07/02/24 Vendor IX 100 IX 100 *** Pa	29217 04/18/24 07/05/24 yment Total	GREAT LAKES CONCRETE, LI 418.76 602.33 1,021.09	CC Status 0.00 0.00 0.00	Issued 418.76 602.33 1,021.09
Payment Number 11976 193712	1194195 Payment Date 0	07/02/24 Vendor IX 100 *** Pa	11976 05/25/24 yment Total	WASTEBOX INC 72.80 72.80	Status 0.00 0.00	Issued 72.80 72.80
		*** Payment Cod Pa	e CHK Total yment Count	42,482.71 6	0.00	42,482.71
		*** Cash Code Pa	1414 Total yment Count	54,516.07 8	0.00	54,516.07
	**	** Pay Group 1600			0.00	54,516.07

AP255 Date: 07/02/24 Time: 11:55 JOB SUBMISSION PARAMETERS

User Name: DP\FNDMD Job Name: PMTHISTORY

Step Nbr: 8

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

AP255 Date 07/02/24 Pay Group 2000 PUBLIC WORKS PAY GROUP USD Page
Time 11:55 Bank Account Payment History

Payment Date Range 07/02/24 thru 07/02/24

Cash Code 1414 Bank 071923909 Payment Code ACH

Payment Currency USD

Vendor	Invoice	Voucher Aut	h PL	Due Date Dsc Da	te Scheduled	Amount Disco	unt Amount	Net Payment Amount
Payment Numb		nt Date 07/02/24 \tag{IX}	/endor 100 *** Pay	10800 06/07/24 yment Total	CLARK DIETZ 598	INC. 598.56 .56	Status 0.00 0.00	Issued 598.56 598.56
Payment Numb 10124 93 10124 93 10124 93 10124 93 10124 93 10124 93	36751633 36751635 36909914 37105402 37124517	nt Date 07/02/24 TIX IX IX IX IX IX IX IX IX	/endor 100 100 100 100 100 100 *** Pay	10124 05/09/24 05/09/24 05/19/24 06/02/24 06/05/24 06/05/24 yment Total		,970.12 620.22 64.74 13.61 ,402.27 33.10	Status 0.00 0.00 0.00 0.00 0.00 0.00	Issued  12,970.12 620.22 64.74 13.61 5,402.27 33.10 19,104.06
Payment Numb 11753 61		nt Date 07/02/24 \tag{IX}	/endor 100 *** Pay	11753 06/21/24 <sub>Y</sub> ment Total	TITAN IMAGE (	435.00	Status 0.00 0.00	Issued 435.00 435.00
		*** Payme		e ACH Total yment Count	20,137 3	.62	0.00	20,137.62

AP255 Date 07/02/24 Pay Group 2000 PUBLIC WORKS PAY GROUP USD Page Time 11:55 Bank Account Payment History

Payment Currency USD

2,089.00

2,689.63

55.35

2,089.00

2,689.63

VILLAGE OF DOWNERS GROVE

VILLAGE AUTOMOTIVE

Payment Date Range 07/02/24 thru 07/02/24

Cash Code 1414 Bank 071923909

Payment Code CHK

10779 21977

41562 42742

10128 14447

1194205 Payment Date 07/02/24

1194206 Payment Date 07/02/24

Payment Number

Payment Number

Vendor In	voice	Voucher	Auth PL	Due Date Dsc Date	te Scheduled Amount	Discount Amount	Net Payment Amount
Payment Number 41480 W16632	1194196 Payment 04	Date 07/02/24	Vendor IX 100 *** Pa	41480 07/25/24 yment Total	AL WARREN OIL CO INC 26,852.48 26,852.48	Status 0.00 0.00	Issued 26,852.48 26,852.48
Payment Number 10023 922363	1194197 Payment 3333 053124	Date 07/02/24	Vendor IX 100 *** Pa	10023 06/30/24 yment Total	COM ED 30,694.67 30,694.67	Status 0.00 0.00	Issued 30,694.67 30,694.67
Payment Number 12382 877120	1194198 Payment 1220455301062824	Date 07/02/24			COMCAST 727.06 727.06		
Payment Number 27603 U57618 27603 U57618		Date 07/02/24	Vendor IX 100 IX 100 *** Pa	27603 04/20/24 04/20/24 yment Total	CORE & MAIN LP 53.00 6.75 59.75	Status 0.00 0.00 0.00	Issued 53.00 6.75 59.75
Payment Number 31810 853917	1194200 Payment 5	Date 07/02/24	IX 100	31810 07/18/24 yment Total	FEL - COLUMBIA PIPE # 259.40 259.40	1480 Status 0.00 0.00	Issued 259.40 259.40
Payment Number 10200 IL0028 10200 IL0028 10200 IL0031 10200 IL0065	1194201 Payment 398 (A) 2024 428 (A) 2024 844 (A) 2024 188 (A) 2024	Date 07/02/24	Vendor IX 100 IX 100 IX 100 IX 100 IX Pa	10200 07/18/24 07/18/24 07/18/24 07/18/24 .yment Total	ILLINOIS EPA 7,500.00 500.00 52,500.00 50,000.00 110,500.00	Status 0.00 0.00 0.00 0.00 0.00	7,500.00 500.00 52,500.00 50,000.00 110,500.00
Payment Number	1194202 Payment 9250.001	Date 07/02/24	Vendor IX 100 *** Pa	14258 05/19/24 yment Total	JOHNSTONE SUPPLY 227.96 227.96	Status 0.00 0.00	Issued 227.96 227.96
Payment Number 23393 680387 23393 680695 23393 682003	4	Date 07/02/24	Vendor	23393	MIDLAND SCIENTIFIC IN 215.32 39.01 765.87 1,020.20	C Status	Tasued
Payment Number	1194204 Payment	Date 07/02/24	Vendor	10779	RHINO LININGS OF DUPA	GE Status	Issued

IX 100 06/23/24

IX 100 06/28/24

Vendor

Vendor

IX 100

\*\*\* Payment Total

\*\*\* Payment Total

41562

10128

06/14/24

2,089.00

2,089.00

2,689.63

2,689.63

55.35

0.00

0.00

0.00

Status Issued

Status Issued

0.00

0.00

AP255 Date 07/02/24 Time 11:55 Pay Group 2000 PUBLIC WORKS PAY GROUP Bank Account Payment History USD

> 07/02/24 thru 07/02/24 Payment Date Range

Cash Code 1414 Bank 071923909

Payment Code CHK

Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date Dsc Dat	ce Scheduled Amount	Discount Amount	Net Payment Amount
Payment Num	mber 1194206	Payment Date 07/02/24		10128 ayment Total	VILLAGE OF DOWNERS GR 55.35	OVE Status 0.00	Issued 55.35
Payment Nun 10089 (		Payment Date 07/02/24	IX 100	10089 04/18/24 ayment Total	WATER PRODUCTS-AURORA 46.00 46.00	Status 0.00 0.00	Issued 46.00 46.00
41413 5	mber 1194208 50026184074 50026408757	Payment Date 07/02/24	IX 100 IX 100		WHITE CAP, L.P. 142.14 252.00 394.14	Status 0.00 0.00 0.00	Issued 142.14 252.00 394.14
12446 I 12446 I	nber 1194209 IN00134654 IN00134746 IN00134967	Payment Date 07/02/24	IX 100 IX 100 IX 100	12446 05/30/24 06/08/24 06/21/24 ayment Total	WINDY CITY TRUCK REPA 4,536.97 2,290.28 3,482.23 10,309.48	IR Status 0.00 0.00 0.00 0.00	Issued 4,536.97 2,290.28 3,482.23 10,309.48
		*** I		de CHK Total ayment Count	185,925.12 14	0.00	185,925.12
		*** (		1414 Total ayment Count	206,062.74 17	0.00	206,062.74
		*** Pay (	_	USD Total ayment Count	206,062.74 17	0.00	206,062.74

AP255 Date: 07/02/24 Time: 11:55 JOB SUBMISSION PARAMETERS

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

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

AP255 Date 07/02/24 Time 11:56 Pay Group 5000 DUPAGE COUNTY GRANTS PAY GROUP USD Bank Account Payment History

Page

07/02/24 thru 07/02/24 Payment Date Range

Cash Code 1414 Bank 071923909 Payment Code ACH

Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date Dsc	Date Sche	eduled Amount	Discount	Amount N	et Payment Amor	unt
26753 1 26753 1 26753 1	mber 532058 Payment 1679-MHGM-6XVK 1MQY-7YQN-H61P 1PJX-K3TP-HT94 1YQY-P9NY-L7HP	Date 07/02/24	IX 202 IX 101 IX 202 IX 101	26753 07/25/24 07/26/24 07/26/24 07/27/24 ayment Total	AMAZON	CAPITAL SERVIC 129.01 1,495.00 336.00 86.58 2,046.59	ES	Status I 0.00 0.00 0.00 0.00 0.00	129.0 1,495.0 336.0 86.1 2,046.1	00 00 58
23461 I	mber 532059 Payment DHS-1760-24-2140 RUGIRELLO 20240628	Date 07/02/24	IX 209 IX 202	23461 06/28/24 06/28/24 ayment Total	DUPAGE	COUNTY COMMUNI 1,835.19 600.00 2,435.19	TY	Status I 0.00 0.00 0.00	1,835.1 600.	00
Payment Nur 14166 4 14166 4	43055 43056	Date 07/02/24	IX 100 IX 100 IX 202	14166 06/12/24 06/14/24 07/18/24 ayment Total		7 AIR HEATING & 7,023.45 3,527.88 496.00 11,047.33	AIR INC	Status I 0.00 0.00 0.00 0.00	7,023.4 3,527.4 496.1 11,047.5	88 00
	mber 532061 Payment EXP20240613	Date 07/02/24	IX 101	30640 06/24/24 ayment Total	WASHING	GTON, DE'ANDREA 60.99 60.99		Status I 0.00 0.00	ssued 60.9 60.9	
		*** Pa	4	de ACH Total Ayment Count	1	15,590.10 4		0.00	15,590.	10

AP255 Date 07/02/24 Time 11:56

Pay Group 5000 DUPAGE COUNTY GRANTS PAY GROUP USD Bank Account Payment History

07/02/24 thru 07/02/24 Payment Date Range

Cash Code 1414 Payment Code CHK

Bank 071923909

Payment Currency USD

Vendor	Invoice	Voucher	Auth PL	Due Date Dsc Da	te Scheduled Amount	Discount An	mount Net	Payment Amount
Payment Numb 13737 67	er 1194210 Paymen 759	t Date 07/02/24	Vendor IX 202 *** Pa	13737 07/26/24 ayment Total	NORTHWEST HOME CARE- 480.00 480.00	ABCOR (	0.00	480.00 480.00
Payment Numb 37500 20	er 1194211 Paymen 240622TR	t Date 07/02/24	Vendor IX 101 *** Pa	37500 07/22/24 ayment Total	ANGELS HOMECARE SERVI 420.00 420.00	CES, INC	Status Issue 0.00 0.00	420.00 420.00
Payment Numb 44184 06		t Date 07/02/24	Vendor IX 200 *** Pa	44184 07/11/24 ayment Total	ASSOCIATED TRAINING S 9,995.00 9,995.00	ERVICES	Status Issue 0.00 0.00	ed 9,995.00 9,995.00
Payment Numb 10009 28	er 1194213 Paymen 7304391276X06082024	t Date 07/02/24	Vendor IX 202 *** Pa	10009 06/30/24 ayment Total	AT&T MOBILITY 3,305.07 3,305.07	(	Status Issue 0.00 0.00	ad 3,305.07 3,305.07
Payment Numb 39489 G-	er 1194214 Paymen 24020	t Date 07/02/24	Vendor IX 200 *** Pa	39489 06/27/24 ayment Total	CODING TEMPLE 10,000.00 10,000.00	(	Status Issue 0.00 0.00	10,000.00 10,000.00
Payment Numb 10314 16 10314 AB		t Date 07/02/24	Vendor IX 105 IX 105 *** Pa	10314 07/05/24 07/11/24 ayment Total	COLLEGE OF DUPAGE 8,850.00 4,193.00 13,043.00	(	Status Issu 0.00 0.00 0.00	8,850.00 4,193.00 13,043.00
Payment Numb 12531 38	er 1194216 Paymen 5341	t Date 07/02/24	Vendor IX 200 *** Pa	12531 07/11/24 ayment Total	CTS, INC. 6,023.00 6,023.00	(	Status Issue 0.00 0.00	ed 6,023.00 6,023.00
Payment Numb 34553 MI	er 1194217 Paymen L20240614	t Date 07/02/24	Vendor IX 200 *** Pa	34553 06/28/24 ayment Total	DAWKINS, ARTLEISA 49.32 49.32	(	Status Issue 0.00 0.00	49.32 49.32
Payment Numb 43670 V2	er 1194218 Paymen 5271-1	t Date 07/02/24	Vendor IX 200 *** Pa	43670 06/27/24 ayment Total	DEEGAN, MELISSA 131.99 131.99	(	Status Issue 0.00 0.00	ed 131.99 131.99
Payment Numb 14204 DA	er 1194219 Paymen 0181	t Date 07/02/24	Vendor IX 202 *** Pa	14204 03/14/24 ayment Total	DENTAL CARE CENTER OF 1,000.00 1,000.00	IL (	Status Issue 0.00 0.00	1,000.00 1,000.00
Payment Numb 44160 06	er 1194220 Paymen 2424	t Date 07/02/24	Vendor IX 105 *** Pa	44160 07/24/24 ayment Total	FAST-RITE INTERNATION 24,314.00 24,314.00	AL, INC.	Status Issue 0.00 0.00	24,314.00 24,314.00
Payment Numb 10624 12 10624 12	er 1194221 Paymen 68481 68486	t Date 07/02/24	Vendor IX 200 IX 200	10624 07/12/24 07/12/24	FOLLETT HIGHER EDUCAT 543.50 367.00	ION GROUP	Status Issue 0.00 0.00	543.50 367.00

AP255 Date 07/02/24 Time 11:56

Pay Group 5000 DUPAGE COUNTY GRANTS PAY GROUP USD Bank Account Payment History

07/02/24 thru 07/02/24 Payment Date Range

Cash Code 1414 Bank 071923909

Payment Code CHK

Payment Currency USD

Vendor Inv	<i>r</i> oice	Voucher	Auth PL	Due Date Dsc D	ate Scheduled Amount	Discount Amo	ount Net Payr	ment Amount
Payment Number	1194221 Payment I	Date 07/02/24	Vendor *** Pa	10624 Lyment Total	FOLLETT HIGHER EDUCAT		Status Issued .00	910.50
Payment Number 29993 061324	1194222 Payment I 062124		IX 202	29993 06/28/24 Lyment Total	LAWS, MERCEDES A 135.19 135.19	0.	Status Issued 0.00 .00	135.19 135.19
Payment Number 12750 1007DL	1194223 Payment I	Date 07/02/24	Vendor IX 101 *** Pa	12750 07/26/24 Lyment Total	NORTEK ENVIRONMENTAL 129.00 129.00		Status Issued 0.00 .00	129.00 129.00
Payment Number 10369 293157	1194224 Payment I	Date 07/02/24	IX 103	10369 07/12/24 Lyment Total	PADDOCK PUBLICATIONS 142.60 142.60		Status Issued 0.00 .00	142.60 142.60
Payment Number 10397 062427	1194225 Payment I		IX 100 *** Pa	07/27/24 Lyment Total	1,517.12 1,517.12	0.	Status Issued 0.00 .00	1,517.12 1,517.12
Payment Number 39938 120962 39938 121335	1194226 Payment I	Date 07/02/24	Vendor IX 202 IX 202 *** Pa	39938 07/22/24 07/22/24 Lyment Total	SPARK MAIDS LLC 1,280.00 480.00 1,760.00	0.	Status Issued 0.00 0.00 .00	1,280.00 480.00 1,760.00
Payment Number 31027 6008	1194227 Payment I	Date 07/02/24	Vendor IX 200	31027 07/13/24 Lyment Total	VIKING DRIVING SCHOON 5,500.00 5,500.00	L INC S	Status Issued 0.00 .00	5,500.00 5,500.00
		*** Pa	ayment Cod Pa	le CHK Total yment Count	78,855.79 18	0.	.00	78,855.79
		*** Ca		1414 Total yment Count	94,445.89 22	0.	.00	94,445.89
		*** Pay Gr	oup 5000 Pa	USD Total	94,445.89 22	0.	.00	94,445.89

#### Wire Transfer





AP255 Date: 06/24/24 Time: 11:48 JOB SUBMISSION PARAMETERS

User Name: DP\FNDMD Job Name: AP255-7000

Step Nbr: 1

Pay Group: 7000 Cash Code: 3910

Class C Account

Payment Date: 062624 -Payment Numbers: Payment Code: WTF 062624

Wire Transfer

AP255 Date 06/24/24 Time 11:48 Pay Group 7000 DEBT SERVICE PAY GROUP Bank Account Payment History

06/26/24 thru 06/26/24

Cash Code 3910 Payment Code WTF Bank 071000013

Payment Date Range Payment Currency USD

USD

Vendor Ir	nvoice	Voucher	Auth PL	Due Date Dsc	Date Scheduled Amount	Discount Amount N	et Payment Amount
Payment Number 11855 258186		t Date 06/26/24	217	11855 06/26/24 yment Total	U S BANK 1,432,693.50 1,432,693.50	Status I 0.00 0.00	ssued 1,432,693.50 1,432,693.50
Payment Number 11855 258238	2582381 Paymen 31A	t Date 06/26/24	222	11855 06/26/24 yment Total	U S BANK 14,787.50 14,787.50	Status I 0.00 0.00	ssued 14,787.50 14,787.50
Payment Number 11855 258296		t Date 06/26/24	200	11855 06/26/24 yment Total	U S BANK 1,503,151.38 1,503,151.38	Status I 0.00 0.00	ssued 1,503,151.38 1,503,151.38
Payment Number 1 29175 13-070	1307012024 Paymen 012024	t Date 06/26/24	220	29175 06/26/24 yment Total	WHEATON BANK & TRUST 347,703.75 347,703.75	Status I 0.00 0.00	ssued 347,703.75 347,703.75
		*** P	4	e WTF Total yment Count	3,298,336.13	0.00	3,298,336.13
		*** C		3910 Total yment Count	3,298,336.13	0.00	3,298,336.13
		*** Pay G	roup 7000 t Pay	JSD Total yment Count	3,298,336.13	0.00	3,298,336.13

AP255 Date: 06/24/24 Time: 11:49 JOB SUBMISSION PARAMETERS

User Name: DP\FNDMD Job Name: AP255-7100

Step Nbr: 1

Pay Group: 7100 Cash Code: 3910

Class C Account

Payment Date: 062624 -Payment Numbers: Payment Code: WTF 062624

Wire Transfer

AP255 Date 06/24/24 Pay Group 7100 SSA DEBT SERVICE PAY GROUP Bank Account Payment History

USD

Page 1

Darmo

Payment Date Range

06/26/24 thru 06/26/24

Payment Currency USD

Vendor	Invoice 	Voucher	Auth PL	Due Date Dsc	Date S	Scheduled Amount	Discount Amount	Net Paym	ment Amount
Payment Numb 11855 25		Date 06/26/24	100	11855 06/26/24 ment Total	U S	BANK 18,706.25 18,706.25	Status 0.00 0.00		18,706.25 18,706.25
		*** P	ayment Code Pay	WTF Total ment Count		18,706.25 1	0.00		18,706.25
		*** C		910 Total ment Count		18,706.25 1	0.00		18,706.25
		*** Pay G	roup 7100 U Pay	SD Total ment Count		18,706.25 1	0.00		18,706.25

AP255 Date: 06/24/24 Time: 11:50 JOB SUBMISSION PARAMETERS

User Name: DP\FNDMD Job Name: AP255-8700

Step Nbr: 1

Pay Group: 8700 Cash Code: 3952

Class D Account

Payment Date: 062624 -Payment Numbers: Payment Code: WTF 062624

Wire Transfer

AP255 Date 06/24/24 Time 11:50 Pay Group 8700 CUSTODIAL FUNDS Bank Account Payment History USD

Page

Cash Code 3952 Bank 071000013

06/26/24 thru 06/26/24 Payment Date Range

Payment Currency USD Payment Code WTF

Vendor	Invoice	Voucher Auth	PL Due D	Date Dsc Date	Scheduled Amount	Discount Amount Net	Payment Amount
Payment Num 11855 2			ndor 11 155 06/26 ** Payment	5/24	S BANK 13,087.50 13,087.50	Status Issu 0.00 0.00	ed 13,087.50 13,087.50
		*** Paymen	t Code WTF Payment		13,087.50	0.00	13,087.50
		*** Cash C	ode 3952 Payment	Total Count	13,087.50 1	0.00	13,087.50
		*** Pay Group	8700 USD Pavment	Total Count	13,087.50 1	0.00	13,087.50

#### Consent Item





File #: 24-1961 Agenda Date: 7/9/2024 Agenda #: 7.H.

CHANGE ORDERS				
Tuesday, July 9, 2024				
Department Vendor PO# Amount Action		Action		
Human Services	Comfort 1st Insulation	6789	\$(40,000.00)	Decrease Only

# Consent Item





File #: 24-1940 Agenda Date: 7/9/2024 Agenda #: 7.I.

STATE OF ILLINOIS
COUNTY OF DU PAGE

I, JEAN KACZMAREK, COUNTY CLERK OF THE DU PAGE COUNTY, ILLINOIS, BEING DULY SWORN ON OATH, DEPOSE AND SAY THAT THE FOREGOING IS A TRUE AND CORRECT REPORT OF THE RECEIPTS AND DISBURSEMENTS OF MY OFFICE DURING THE MONTHS OF DECEMBER 2023 THROUGH MAY 2024.

# SUMMARY BANK BALANCE

Beginning balance as of December 1, 2023 \$1,061,399.06

Total Receipts: \$12,253,110.71

Total Disbursements: \$11,659,572.13

Cash Balance as of May 31, 2024 \$1,654,937.64

ALL OF WHICH APPEARS FROM THE RECORDS IN MY OFFICE REMAINING.

GIVEN UNDER MY HAND AND THE OFFICIAL SEAL OF MY OFFICE AT WHEATON, ILLINOIS, THIS 20TH DAY OF JUNE A.D., 2024.

JEAN KACZMAREK DU PAGE COUNTY CLERK

# STATEMENT OF EARNINGS, CASH RECEIPTS AND DISBURSEMENTS FOR THE OFFICE THE COUNTY CLERK FOR THE PERIOD DECEMBER 1, 2023 THROUGH MAY 31, 2024

# **RECAPITULATION OF FUNDS**

ST.   ST.	BALANCE 12/01/2023	RECEIPTS	DISBURSEMENTS	BALANCE 05/31/2024
MIRATON BANK & TRUST				
1,654,437,64	42,001,000			Ψ1,001,007.0-1
CASH ON HAND         500.00           TOTAL         1,654.937.64           MARRIAGE LICENSE         49,620.00           VITAL STATISTICS         121,980.00           CRETIFIED COPIES         1,951.00           SASUMED NAMES         1,730.00           TAX DEEDS         35.00           PLAT CERTIFICATES         9.00           COMPUTER LISTS         9.00           MISCELLANEOUS         938.84           CIVIL UNION         171.90.00           ESTIMALE OF REIDEMPTION         171.91.00           AX SALE REDEMPTION         17.14.11.05           TAX SALE REDEMPTION         17.14.11.05           TAX SALE REDEMPTION         17.12.00           TAX SALE REDEMPTION         17.12.00           TAX SALE REDEMPTION         17.12.00           TAX SALE REDEMPTION         17.12.00           TAX SALE REDEMPTION         17.10.00           TAX SALE REDEMPTION         17.10.00           TAX SALE REDEMPTION         17.20.00           TAX SALE REDEMPTION         17.20.00           TOTO SALE         12.00           TIQUOR I LECENSE         25.42.18           MAP SALES         20.00           MAP SALES         20.00           <	WHEATON BANK & TRUST		<del></del>	1,654,437.64
RECEIPTS         49,600,00           VITAL STATISTICS         121,980,00           CERTIFIED COPIES         1,951,00           ASSUMED NAMES         1,951,00           TAX DEEDS         33,00           TAX DEEDS         9,00           COMPUTER LISTS         9,00           MISCELLANEOUS         9,308,44           CIVIL UNION         150,00           ESTIMALTE OF REDEMPTION         150,00           ESTIMALTE OF REDEMPTION         11,411,176,55           TAX SALE REDEMPTION         11,280,61           OVERCOUNTER TAX SALE         12,280,51           OVERCOUNTER TAX SALE         12,280,51           COST OF SALE         12,280,61           LOUGOR LICENSE         320,00           MAP SALES         320,00           MAP SALES         320,00           MAP SALES         300,00           MAP SALES         300,00           MAP SALES         200,00           MAP SALES         200,00           MAP SALES         30,00           MAP SALES         30,00           MAP SALES         200,00           MAP SALES         30,00           MAP SALES         10,00           MAP SALES LICE	CASH ON HAND		·	
MARRIAGE LICENSE         49,62,00           VITAL STATISTICS         12,198,00           CERTIFIED COPIES         1,551,00           ASSUMED NAMES         1,750,00           TAX DEEDS         35,00           PLAT CERTIFICATES         0.00           COMPUTER LISTS         0.00           MISCELLANEOUS         9,308,84           CIVIL UNION         17,300,00           TAX SALE REDEMPTION         11,741,176           TAX SALE REDEMPTION         11,741,176           TAX SALE NOTICES         25,425,18           OVERCOUNTER TAX SALE         12,200           LIQUOR LICENSE         25,425,18           OVERCOUNTER TAX SALE         12,200           LIQUOR LICENSE         25,425,18           OVERCOUNTER TAX SALE         12,000           LIQUOR LICENSE         320,00           LIQUOR LICENSE         30,00           MAP SALES         30,00           MAP SALES         30,00           MAP SALES         9,00           ARFILE FEE         50,00           ARTILE FEE         50,00           ARTILE FEE         50,00           RAWISHERINT FEE         60,00           MAPS INTERNET         8,185,90 <td>TOTAL</td> <td></td> <td></td> <td>1,654,937.64</td>	TOTAL			1,654,937.64
VITAL STATISTICS         121,980,00           CERTIFIED COPIES         1,951,00           ASSUMED NAMES         1,951,00           TAX DEEDS         35,00           PLAT CERTIFICATES         0,00           COMPUTER LISTS         0,00           MISCELLANEOUS         9,308,84           CIVIL UNION         15,000           ESTIMATE OF REDEMPTION         11,741,117,65           TAX SALE REDEMPTION         11,741,117,65           TAX SALE REDEMPTION         11,280,61           COST OF SALE         120,00           LIQUOR LICENSE         25,425,18           COST OF SALE         120,00           LIQUOR LICENSE         320,00           DOCUMENT STORAGE FEE         37,244,00           AMP SALES         300,00           AMUSEMENT FEE         500,00           AMUSEMENT FEE         60,00           AN SIGNIBURY FEE		<u>RECE</u>	EIPTS	
CERTIFIED COPIES         1,951.00           ASSUMED NAMES         1,750.00           TAX DEEDS         35.00           PLAT CERTIFICATES         0.00           COMPUTER LISTS         0.00           MISCELLANEOUS         9,308.84           CIVIL UNION         15.00           ESTIMATE OF REDEMPTION         17,300.00           TAX SALE REDEMPTION         11,741.17.65           TAX SALE ORDICES         25,425.18           OVERCOUNTER TAX SALE         12,000           LOUGE LICENSE         128,005.00           MAP SALES         20,000           MAP SALES         30,000           DOCUMENT STORAGE FEE         550.00           MANUSEMENT FEE         0.00           ARTEL FIE         500.00           RAFTLE FEE         0.00           PINGERPRINTS         3,800.00           ASSIGNMENT FEE         0.00           OEATH SURCHARGE         18,800.00           PINGERPRINTS         3,800.00           ASSIGNMENT FEE         0.00           OVERPAYMENTS         3,800.00           OVERPAYMENTS         2,825.00           OVERPAYMENTS         0.00           ELECTION MAPS         2,00		•		
ASSUMED NAMES         1,730.00           TAX DEEDS         35.00           COMPUTER LISTS         0.00           MISCELLANEOUS         9,308.00           CIVIL UNION         15.00           TAX SALE REDEMPTION         11,741.17.65           TAX SALE REDEMPTION         11,741.17.65           TAX SALE REDEMPTION         11,741.17.65           TAX SALE NOTICES         25,425.18           OVERCOUNTER TAX SALE         12,000           LIQUOR LICENSE         120.00           MAP SALES         320.00           DOCUMENT STORAGE FEE         550.00           AMUSEMENT FEE         50.00           ODEACH SULERS LICENSE         9.00           DEATH SURCHARGE         133.00           PINGERPRINTS         36.00           ANSIGNMENT FEE         60.00           OWESTOLITUS (LICENSE HOLD)         3.113.74           DOWESTIC VIOLENCE FUND         3.18.90           OWERPAYMENTS         13.137.47           ELECTION LISTS         9.00           DOWESTIC VIOLENCE FUND         9.00           OVERPAYMENTS         9.00           ELECTION STATE REIMBURSEMENT         9.00           ELECTION STATE REIMBURSEMENT         1.00				
TAX DEEDS         35.00           PLAT CERTIFICATES         154.00           COMPUTER LISTS         0.00           MISCELLANEOUS         9,308.84           CIVIL UNION         150.00           ESTIMATE OF REDEMPTION         71,300.00           TAX SALE REDEMPTION         11,741,17.65           TAX SALE NOTICES         25,451.81           OVER COUNTER TAX SALE         11,289.61           COST OF SALE         120,000           LIQUOR LICENSE         320.00           MAP SALES         30,000           DOCUMENT STORAGE FIE         3,724.00           AMP SALES         0.00           MOCHANDEMENT FEE         550.00           MAY SELES LICENSE         200.00           DEATH SURCHARGE         18,300.00           PINGERPRINTS         360.00           MAPS INTERNET         6.00           MAPS INTERNET         6.00           MAPS INTERNET         6.00           OVERPAYMENTS         9.00           ELECTION MAPS         292.25           ELECTION MAPS         292.25           ELECTION MAPS         0.00           CREDIT CARD FEE         3,102.00           TOTAL RECEIPTS         1,253,107.0 <td></td> <td></td> <td>-</td> <td></td>			-	
FLAT CERTIFICATES         154.00           COMPUTER LISTS         0.00           MISCELLANEOUS         3,368.84           CIVII, UNION         7,300.00           ESTIMATE OF REDEMPTION         11,741,17.65           TAX SALE REDEMPTION         11,741,17.65           TAX SALE NOTICES         25,425.18           OVERCOUNTER TAX SALE         12,000           LIQUOR LICENSE         128,805.00           LIQUOR LICENSE         320.00           DOCUMENT STORAGE FEE         550.00           AMUSEMENT FEE         500.00           AMUSEMENT FEE         500.00           COST OF SALE LICENSE         200.00           DOCUMENT STORAGE FEE         500.00           AUSEMENT FEE         500.00           AUSEMENT FEE         500.00           DEATH SURCHARGE         18,300.00           FINGERPRINTS         360.00           MAPS INTERNET         60.00           OWEST VIOLENCE FUND         3,295.00           OVERPAYMENTS         13,137.47           ELECTION LISTS         202.25           ELECTION MAPS         202.25           ELECTION STATE REINBURSEMENT         5.00           ELECTION STATE REINBURSEMENT         1,205.10      <			-	
COMPUTER LISTS         0.00           MISCELLANEOUS         9,308.84           CIVIL UNION         15,00           ESTIMATE OF REDEMPITON         17,300.00           TAX SALE ROEMPITON         11,741,17.65           TAX SALE ROEMPITON         11,285.61           OVERCOUNTER TAX SALE         11,280.61           COST OF SALE         120,00           LIQUOR LICENSE         128,805.00           MAP SALES         30,00           DOCUMENT STORAGE FEE         550.00           RAFFLE FEE         60,00           COBACCO SELLERS LICENSE         20,00           DEATH SURCHARGE         18,300.00           DEATH SURCHARGE         60,00           ASSIGNMENT FEE         60,00           ASSIGNMENT FEE         60,00           OVERPAYMENTS         31,337.47           DOMESTIC VIOLENCE FUND         8,295.00           OVERPAYMENTS         9,00           ELECTION MAPS         292.25           ELECTION MISCELLANEOUS         9,00           ELECTION STATE REIMBURSEMENT         0,00           ELECTION SEEVENDS         36,00           CREDIT CARD FEE         31,02.00           TOTAL RECEIPTS         36,00           DEATH			-	
MISCELLANEOUS         9,308.84           CIVIL UNION         150.00           TAX SALE REDEMPTION         11,741,117.65           TAX SALE NOTICES         25,425.18           OVERCOUNTER TAX SALE         11,289.61           LIQUOR LICENSE         128.005.00           MAP SALES         320.00           DOUMENT STORAGE FEE         35,244.00           AUSEMENT FEE         500.00           AUSEMENT FEE         500.00           COST OF SALE         0.00           MUSEMENT FEE         500.00           MUSEMENT FEE         500.00           MAUSEMENT FEE         60.00           DEATH SURCHARGE         18,300.00           FINGERPRINTS         396.00           ASSIGNMENT FEE         60.00           MAPS INTERNET         8,186.96           DOMESTIC VIOLENCE FUND         8,295.00           OVERPAYMENTS         13,137.47           ELECTION MAPS         20.25           ELECTION MAPS         30.00           ELECTION MESCELLANEOUS         30.00           ELECTION MESCELLANEOUS         30.00           ELECTION EFUNDS         56.00           OCREDIT CARD FEE         31,02.00           TOTAL RECEIPTS         <		•	-	
CIVIL UNION         150.00           ESTIMATE OF REDEMPTION         17,300.00           TAX SALE REDEMPTION         11,741,117.65           TAX SALE NOTICES         25,425.18           OVERCOUNTIER TAX SALE         12,000           LIQUOR LICENSE         128,805.00           MAP SALES         320.00           DOCUMENT STORAGE FEE         37,244.00           RAFFLE FEE         50.00           AMUSEMENT FEE         60.00           TOBACCO SELLERS LICENSE         20.00           DEATH SURCHARGE         8.306.00           PINGERPRINTS         396.00           ASSIGNMENT FEE         60.00           OVERPAYMENTS         13,137.47           ELECTION LISTS         9.75           ELECTION LISTS         9.75           ELECTION MAPS         292.25           ELECTION MSCELLANEOUS         9.00           ELECTION REFUNDS         3.00           CREDIT CARD FEE         3,102.00           TOTAL RECEIPTS         3,102.00           TOTAL RECEIPTS         3,50           DEATH SURCHARGE         12,253,110.71           TAX REDEMPTION (COLLECTOR)         3,50           TAX REDEMPTION (COLLECTOR)         3,50			· -	
ESTIMATE OF REDEMPTION         71,300.00           TAX SALE REDEMPTION         11,741,176.51           TAX SALE NOTICES         25,425.18           OVERCOUNTER TAX SALE         11,289.61           COST OF SALE         128,005.00           ILQUOR LICENSE         320.00           MAP SALES         320.00           DOCUMENT STORAGE FEE         37,244.00           RAFFLE FEE         0.00           AMUSEMENT FEE         0.00           TOBACCO SELLERS LICENSE         200.00           DEATH SURCHARGE         18,300.00           FINGERPRINTS         396.00           ASSIGNMENT FEE         6.00           DOMESTIC VIOLENCE FUND         8,295.00           WERPAYMENTS         8,186.96           DOWERPAYMENTS         9,75           ELECTION LISTS         0.00           ELECTION MAPS         40.00           CREDIT CARD FEE         3,102.00           CREDIT CARD FEE         3,102.00           TOTAL RECEIPTS         36.00           CREDIT CARD FEE         3,000.00           CREDIT CARD FEE         3,000.00           CREDIT CARD FEE         3,000.00           CREDIT CARD FEE         13,307.00           DOWESTIC V			-	
TAX SALE REDEMPTION         11,741,117.65           TAX SALE NOTICES         25,425.18           OVERCOUNTER TAX SALE         12,000           LIQUOR LICENSE         128,005.00           MAP SALES         320,000           DOCUMENT STORAGE FEE         37,244.00           RAFFLE FEE         55,000           AMUSEMENT FEE         0,00           TOBACCO SELLERS LICENSE         200,00           DEATH SURCHARGE         18,300.00           FINGERPRINTS         36,00           ASSIGNMENT FEE         60,00           MAPS INTERNET         8,186.96           DOMESTIC VIOLENCE FUND         8,295.00           OVERPAYMENTS         13,137.47           ELECTION MAPS         20,22           ELECTION MISCELLANEOUS         40,00           ELECTION STAFE REIMBURSEMENT         0,00           ELECTION STAFE REIMBURSEMENT         0,00           CREDIT CARD FEE         3,102.00           TOTAL RECEIPTS         36,00           DEATH SURCHARGE         8,257.35           REFUNDS         36,00           CEATH SURCHARGE         18,300,00           TAX REDEMPTION (COLLECTOR)         36,00           DEATH SURCHARGE         13,137,47	<del>-</del>		-	
TAX SALE NOTICES         25,425.18           OVERCOUNTER TAX SALE         11,289.61           COST OF SALE         120,00           LIQUOR LICENSE         320.00           MAP SALES         320.00           DOCUMENT STORAGE FEE         550.00           RAFFLE FEE         550.00           AMUSEMENT FEE         0.00           TOBACCO SELLERS LICENSE         200.00           DEATH SURCHARGE         18,300.00           FINGERPRINTS         366.00           ASSIGNMENT FEE         60.00           MAPS INTERNET         8,186.96           DOMESTIC VIOLENCE FUND         8,295.00           OVERPAYMENTS         13,137.47           ELECTION LISTS         9.05           ELECTION MAPS         292.25           ELECTION MISCELLANEOUS         40.00           ELECTION STATE REIMBURSEMENT         0.00           ELECTION REFUNDS         36.00           CREDIT CARD FEE         348,257.35           REFUNDS         36.00           DEATH SURCHARGE         35.960.80           TAX RECEMPTION (COLLECTOR)         35.960.80           TAX REDEMPTION (TAX BUYERS)         11,229,100.26           OVERPAYMENTS         0.00			-	
OVERCOUNTER TAX SALE         11,289.61           COST OF SALE         120.00           ILQUOR LICENSE         320.00           MAP SALES         320.00           DOCUMENT STORAGE FEE         550.00           RAFFLE FEE         550.00           AMUSEMENT FEE         0.00           TOBACCO SELLERS LICENSE         20.00           DEATH SURCHARGE         18,300.00           FINGERPRINTS         396.00           ASSIGNMENT FEE         60.00           MAPS INTERNET         60.00           MAPS INTERNET         8,186.96           DOWERTIC VIOLENCE FUNID         8,295.00           OVERPAYMENTS         13,137.47           ELECTION MAPS         292.25           ELECTION MISCELLANEOUS         0.00           ELECTION STATE REIMBURSEMENT         0.00           ELECTION REFUNDS         0.00           CREDIT CARD FEE         3,102.00           TOTAL RECEIPTS         348,257.35           REFUNDS         35,960.80           DEATH SURCHARGE         18,300.00           CREDIT CARD FEE         36,00           DEATH SURCHARGE         18,300.00           TAX REDEMPTION (COLLECTOR)         35,960.80           TAX REDEM			-	
COST OF SALE         128,000           LIQUOR LICENSE         128,000           MAP SALES         320,00           DOCUMENT STORAGE FEE         37,244,00           RAFFLE FEE         55,000           AMUSEMENT FEE         0.00           TOBACCO SELLERS LICENSE         200,00           DEATH SURCHARGE         18,300,00           FINGERPRINTS         396,00           ASSIGNMENT FEE         60,00           MAPS INTERNET         8,186,96           DOMESTIC VIOLENCE FUND         8,295,00           OVERRAYMENTS         0.00           VERRAYMENTS         7.75           ELECTION LISTS         0.00           ELECTION MISCELLANEOUS         40,00           ELECTION STATE REIMBURSEMENT         0.00           ELECTION STATE REIMBURSEMENT         0.00           ELECTION STATE REIMBURSEMENT         3,102,00           TOTAL RECEIPTS         3,500,00           TAX REDEMPTION (COLLECTOR)         35,960,80           TAX REDEMPTION (TAX BUYERS)         11,229,190,26     <			-	
LIQUOR LICENSE         32,805.00           MAP SALES         320,00           DOCUMENT STORAGE FEE         37,244.00           RAFFLE FEE         550.00           AMUSEMENT FEE         0.00           TOBACCO SELLERS LICENSE         200.00           DEATH SURCHARGE         18,300.00           FINGERPRINTS         396.00           ASSIGNMENT FEE         60.00           MAPS INTERNET         8,185.96           DOMESTIC VIOLENCE FUND         8,295.00           OVERPAYMENTS         13,137.47           ELECTION LISTS         0.75           ELECTION MAPS         292,25           ELECTION MISCELLANEOUS         40.00           ELECTION STATE REIMBURSEMENT         0.00           CREDIT CARD FEE         3,102.00           TOTAL RECEIPTS         12,253,110.71           TOTAL RECEIPTS         36.00           DEATH SURCHARGE         18,300.00           EATH SURCHARGE         18,000.00           TAX REDEMPTION (COLLECTOR)         35,960.80           TAX REDEMPTION (TAX BUYERS)         11,229,190.26           OVERRAYMENTS         13,137.47           DOMESTIC VIOLENCE FUND         8,295.00           CREDIT CARD EXPENSE         3,443.13 <td></td> <td></td> <td>-</td> <td></td>			-	
MAP SALES         320.00           DOCUMENT STORAGE FEE         37,244.00           ARFILE FEE         550.00           AMUSEMENT FEE         0.00           TOBACCO SELLERS LICENSE         200.00           DEATH SURCHARGE         18,300.00           FINGERPRINTS         396.00           ASSIGNMENT FEE         60.00           MAPS INTERNET         8,186.96           DOMESTIC VIOLENCE FUND         8,295.00           OVERPAYMENTS         13,137.47           ELECTION LISTS         0.75           ELECTION MAPS         292.25           ELECTION MISCELLANEOUS         40.00           ELECTION STATE REIMBURSEMENT         0.00           CREDIT CARD FEE         3,102.00           TOTAL RECEIPTS         348,257.35           FEES TO COUNTY TREASURER         348,257.35           REFUNDS         35,960.80           DEATH SURCHARGE         18,300.00           DEATH SURCHARGE         18,300.00           TAX REDEMPTION (COLLECTOR)         35,960.80           TAX REDEMPTION (TAX BUYERS)         11,229,190.26           OVERPAYMENTS         31,317.47           DOMESTIC VIOLENCE FUND         8,295.00           CREDIT CARD EXPENSE         3,443			-	
DOCUMENT STORAGE FEE         37,244.00           RAFFLE FEE         550.00           AMUSEMENT FEE         200.00           TOBACCO SELLERS LICENSE         200.00           DEATH SURCHARGE         18,300.00           FINGERPRINTS         366.00           MAPS INTERNET         6,00.00           MAPS INTERNET         8,295.00           OWERFAYMENTS         13,137.47           ELECTION LISTS         0.75           ELECTION MAPS         292.25           ELECTION MISCELLANEOUS         40.00           ELECTION STATE REIMBURSEMENT         0.00           ELECTION REFUNDS         0.00           CREDIT CARD FEE         3,10.00           TOTAL RECEIPTS         12,253,110.71           TEES TO COUNTY TREASURER         348,257.35           REFUNDS         36.00           DEATH SURCHARGE         18,300.00           TAX REDEMPTION (CALLECTOR)         35,960.80           TAX REDEMPTION (TAX BUYERS)         11,229,190.26           OVERPAYMENTS         3,43.13           DOMESTIC VIOLENCE FUND         8,295.00           CREDIT CARD EXPENSE         3,43.13           ELECTION MAPS         3,43.13           ELECTION MAPS         19,20	•	1	-	
RAFFLE FEE         550.00           AMUSEMENT FEE         0.00           TOBACCO SELLERS LICENSE         200.00           DEATH SURCHARGE         18,300.00           FINGERPRINTS         396.00           ASSIGNMENT FEE         60.00           MAPS INTERNET         8,295.00           OWERPAYMENTS         13,137.47           ELECTION LISTS         0.75           ELECTION MAPS         292.25           ELECTION MAPS         0.00           ELECTION STATE REIMBURSEMENT         0.00           ELECTION REFUNDS         0.00           CREDIT CARD FEE         3,102.00           TOTAL RECEIPTS         12,253,110.71           TAX RECEIPTS         36.00           TAX REDEMPTION (COLLECTOR)         35,960.80           TAX REDEMPTION (COLLECTOR)         35,960.80           TAX REDEMPTION (TAX BUYERS)         11,229,190.26           OVERPAYMENTS         11,229,190.26           OVERPAYMENTS         3,443.13           ELECTION LISTS         3,443.13           ELECTION LISTS         3,443.13           ELECTION MAPS         2,759.37           ELECTION MAPS         2,759.37           ELECTION MAPS         2,759.37			-	
AMUSEMENT FEE         0.00           TOBACCO SELLERS LICENSE         200.00           DEATH SURCHARGE         18,300.00           FINGERPRINTS         396.00           ASSIGNMENT FEE         60.00           MAPS INTERNET         8,186.96           DOMESTIC VIOLENCE FUND         8,295.00           OVERPAYMENTS         13,137.47           ELECTION LISTS         0.75           ELECTION MAPS         292.25           ELECTION MISCELLANEOUS         40.00           ELECTION REFUNDS         0.00           CREDIT CARD FEE         3,102.00           TOTAL RECEIPTS         12,253,110.71           DISBURSEMENTS           FEES TO COUNTY TREASURER         348,257.35           REFUNDS         36.00           DEATH SURCHARGE         18,300.00           TAX REDEMPTION (COLLECTOR)         35,960.80           TAX REDEMPTION (TAX BUYERS)         11,229,190.26           OVERPAYMENTS         13,137.47           DOMESTIC VIOLENCE FUND         8,295.00           CREDIT CARD EXPENSE         3,443.13           ELECTION LISTS         13,137.47           DOMESTIC VIOLENCE FUND         8,295.00           CREDIT CARD EXPENSE         3,430.10			-	
TOBACCO SELLERS LICENSE         200.00           DEATH SURCHARGE         18,300.00           FINGERPRINTS         396.00           ASSIGNMENT FEE         60.00           MAPS INTERNET         8,186.96           DOMESTIC VIOLENCE FUND         8,295.00           OVERPAYMENTS         13,137.47           ELECTION LISTS         0.75           ELECTION MAPS         292.25           ELECTION MISCELLANEOUS         40.00           ELECTION STATE REIMBURSEMENT         0.00           CREDIT CARD FEE         3,102.00           TOTAL RECEIPTS         12,253,110.71           DISBURSEMENTS           FEES TO COUNTY TREASURER         348,257.35           REFUNDS         36.00           DEATH SURCHARGE         18,300.00           DEATH SURCHARGE         18,300.00           DEATH SURCHARGE         35,960.80           TAX REDEMPTION (COLLECTOR)         35,960.80           TAX REDEMPTION (TAX BUYERS)         11,229,190.26           OVERPAYMENTS         3,443.13           ELECTION LISTS         3,443.13           ELECTION LISTS         3,443.13           ELECTION MAPS         2,759.37           ELECTION STATE REIMBURSEMENT         0,00	AMUSEMENT FEE		-	
FINGERPRINTS         396.00           ASSIGNMENT FEE         60.00           MAPS INTERNET         8,186.96           DOMESTIC VIOLENCE FUND         8,295.00           OVERPAYMENTS         13,137.47           ELECTION LISTS         0.75           ELECTION MAPS         292.25           ELECTION MISCELLANEOUS         40.00           ELECTION STATE REIMBURSEMENT         0.00           ELECTION REFUNDS         0.00           CREDIT CARD FEE         3,102.00           TOTAL RECEIPTS         348,257.35           REFUNDS         36.00           DEATH SURCHARGE         18,300.00           TAX REDEMPTION (COLLECTOR)         35,960.80           TAX REDEMPTION (TAX BUYERS)         11,229,190.26           OVERPAYMENTS         11,229,190.26           OVERPAYMENTS         3,431.31           ELECTION LISTS         3,431.31           ELECTION LISTS         3,431.31           ELECTION MAPS         192.00           ELECTION STATE REIMBURSEMENT         0.00           ELECTION STATE REIMBURSEMENT         0.00           ELECTION STATE REIMBURSEMENT         0.00           ELECTION REFUNDS         0.00	TOBACCO SELLERS LICENSE		-	
ASSIGNMENT FEE         60.00           MAPS INTERNET         8,186.96           DOMESTIC VIOLENCE FUND         8,295.00           OVERPAYMENTS         13,137.47           ELECTION LISTS         0.75           ELECTION MAPS         292.25           ELECTION MISCELLANEOUS         40.00           ELECTION REFUNDS         0.00           ELECTION REFUNDS         0.00           CREDIT CARD FEE         3,102.00           TOTAL RECEIPTS         12,253,110.71           DISBURSEMENTS           EES TO COUNTY TREASURER         36.00           DEATH SURCHARGE         18,300.00           TAX REDEMPTION (COLLECTOR)         35,960.80           TAX REDEMPTION (TAX BUYERS)         11,229,190.26           OVERPAYMENTS         3,137.47           DOMESTIC VIOLENCE FUND         8,295.00           CREDIT CARD EXPENSE         3,443.13           ELECTION LISTS         0.75           ELECTION MAPS         192.00           ELECTION MISCELLANEOUS         2,759.37           ELECTION STATE REIMBURSEMENT         0.00           ELECTION STATE REIMBURSEMENT         0.00           ELECTION REFUNDS         0.00	DEATH SURCHARGE		-	18,300.00
MAPS INTERNET         8,186.96           DOMESTIC VIOLENCE FUND         8,295.00           OVERPAYMENTS         13,13.747           ELECTION LISTS         0.75           ELECTION MAPS         292.25           ELECTION MISCELLANEOUS         40.00           ELECTION STATE REIMBURSEMENT         0.00           ELECTION FEFUNDS         0.00           CREDIT CARD FEE         3,102.00           TOTAL RECEIPTS         12,253,110.71           DISBURSEMENTS           EES TO COUNTY TREASURER         36.00           DEATH SURCHARGE         18,300.00           TAX REDEMPTION (COLLECTOR)         35,960.80           TAX REDEMPTION (TAX BUYERS)         11,229,190.26           OVERPAYMENTS         13,137.47           DOMESTIC VIOLENCE FUND         8,295.00           CREDIT CARD EXPENSE         3,443.13           ELECTION LISTS         0.75           ELECTION MAPS         192.00           ELECTION MISCELLANEOUS         2,759.37           ELECTION STATE REIMBURSEMENT         0.00           ELECTION STATE REIMBURSEMENT         0.00           ELECTION REFUNDS         0.00	FINGERPRINTS		-	396.00
DOMESTIC VIOLENCE FUND         8,295.00           OVERPAYMENTS         13,137.47           ELECTION LISTS         0.75           ELECTION MAPS         292.25           ELECTION MISCELLANEOUS         0.00           ELECTION REFUNDS         0.00           CREDIT CARD FEE         3,102.00           TOTAL RECEIPTS         12,253,110.71           DISBURSEMENTS           FEES TO COUNTY TREASURER         36.00           DEATH SURCHARGE         18,300.00           TAX REDEMPTION (COLLECTOR)         35,960.80           TAX REDEMPTION (TAX BUYERS)         11,229,190.26           OVERPAYMENTS         113,137.47           DOMESTIC VIOLENCE FUND         8,295.00           CREDIT CARD EXPENSE         3,443.13           ELECTION LISTS         0.75           ELECTION MISCELLANEOUS         2,759.37           ELECTION STATE REIMBURSEMENT         0.00           ELECTION STATE REIMBURSEMENT         0.00           ELECTION REFUNDS         0.00	ASSIGNMENT FEE		_	60.00
OVERPAYMENTS         13,137.47           ELECTION LISTS         0.75           ELECTION MAPS         292.25           ELECTION MISCELLANEOUS         40.00           ELECTION REFUNDS         0.00           ELECTION REFUNDS         0.00           CREDIT CARD FEE         3,102.00           TOTAL RECEIPTS         12,253,110.71           DISBURSEMENTS           FEES TO COUNTY TREASURER         36.00           DEATH SURCHARGE         18,300.00           TAX REDEMPTION (COLLECTOR)         35,960.80           TAX REDEMPTION (TAX BUYERS)         11,229,190.26           OVERPAYMENTS         13,137.47           DOMESTIC VIOLENCE FUND         8,295.00           CREDIT CARD EXPENSE         3,443.13           ELECTION LISTS         0.75           ELECTION MAPS         192.00           ELECTION MISCELLANEOUS         2,759.37           ELECTION STATE REIMBURSEMENT         0.00           ELECTION REFUNDS         0.00				8,186.96
ELECTION LISTS         0.75           ELECTION MAPS         292.25           ELECTION MISCELLANEOUS         40.00           ELECTION STATE REIMBURSEMENT         0.00           ELECTION REFUNDS         0.00           CREDIT CARD FEE         3,102.00           TOTAL RECEIPTS         12,253,110.71           DISBURSEMENTS           FEES TO COUNTY TREASURER         36.00           REFUNDS         36.00           DEATH SURCHARGE         18,300.00           TAX REDEMPTION (COLLECTOR)         35,960.80           TAX REDEMPTION (TAX BUYERS)         11,229,190.26           OVERPAYMENTS         13,137.47           DOMESTIC VIOLENCE FUND         8,295.00           CREDIT CARD EXPENSE         3,443.13           ELECTION LISTS         0.75           ELECTION MAPS         192.00           ELECTION MAPS         2,759.37           ELECTION STATE REIMBURSEMENT         0.00           ELECTION REFUNDS         0.00			_	
ELECTION MAPS         292.25           ELECTION MISCELLANEOUS         40.00           ELECTION STATE REIMBURSEMENT         0.00           ELECTION REFUNDS         0.00           CREDIT CARD FEE         3,102.00           TOTAL RECEIPTS         12,253,110.71           DISBURSEMENTS           FEES TO COUNTY TREASURER         36.00           DEATH SURCHARGE         18,300.00           TAX REDEMPTION (COLLECTOR)         35,960.80           TAX REDEMPTION (TAX BUYERS)         11,229,190.26           OVERPAYMENTS         13,137.47           DOMESTIC VIOLENCE FUND         8,295.00           CREDIT CARD EXPENSE         3,443.13           ELECTION LISTS         0.75           ELECTION MAPS         192.00           ELECTION MISCELLANEOUS         2,759.37           ELECTION STATE REIMBURSEMENT         0.00           ELECTION REFUNDS         0.00			_	
ELECTION MISCELLANEOUS         40.00           ELECTION STATE REIMBURSEMENT         0.00           ELECTION REFUNDS         0.00           CREDIT CARD FEE         3,102.00           TOTAL RECEIPTS         12,253,110.71           DISBURSEMENTS           FEES TO COUNTY TREASURER         348,257.35           REFUNDS         36.00           DEATH SURCHARGE         18,300.00           TAX REDEMPTION (COLLECTOR)         35,960.80           TAX REDEMPTION (TAX BUYERS)         11,229,190.26           OVERPAYMENTS         13,137.47           DOMESTIC VIOLENCE FUND         8,295.00           CREDIT CARD EXPENSE         3,443.13           ELECTION LISTS         0.75           ELECTION MAPS         192.00           ELECTION MISCELLANEOUS         2,759.37           ELECTION STATE REIMBURSEMENT         0.00           ELECTION REFUNDS         0.00			-	
ELECTION STATE REIMBURSEMENT         0.00           ELECTION REFUNDS         0.00           CREDIT CARD FEE         3,102.00           TOTAL RECEIPTS         12,253,110.71           DISBURSEMENTS           FEES TO COUNTY TREASURER         348,257.35           REFUNDS         36.00           DEATH SURCHARGE         18,300.00           TAX REDEMPTION (COLLECTOR)         35,960.80           TAX REDEMPTION (TAX BUYERS)         11,229,190.26           OVERPAYMENTS         13,137.47           DOMESTIC VIOLENCE FUND         8,295.00           CREDIT CARD EXPENSE         3,443.13           ELECTION LISTS         9.75           ELECTION MAPS         192.00           ELECTION MISCELLANEOUS         2,759.37           ELECTION STATE REIMBURSEMENT         0.00           ELECTION REFUNDS         0.00			-	
ELECTION REFUNDS         0.00           CREDIT CARD FEE         3,102.00           TOTAL RECEIPTS         12,253,110.71           DISBURSEMENTS           FEES TO COUNTY TREASURER         348,257.35           REFUNDS         36.00           DEATH SURCHARGE         18,300.00           TAX REDEMPTION (COLLECTOR)         35,960.80           TAX REDEMPTION (TAX BUYERS)         11,229,190.26           OVERPAYMENTS         13,137.47           DOMESTIC VIOLENCE FUND         8,295.00           CREDIT CARD EXPENSE         3,443.13           ELECTION LISTS         0.75           ELECTION MAPS         192.00           ELECTION MISCELLANEOUS         2,759.37           ELECTION STATE REIMBURSEMENT         0.00           ELECTION REFUNDS         0.00			-	
CREDIT CARD FEE         3,102.00           DISBURSEMENTS           FEES TO COUNTY TREASURER         348,257.35           REFUNDS         36.00           DEATH SURCHARGE         18,300.00           TAX REDEMPTION (COLLECTOR)         35,960.80           TAX REDEMPTION (TAX BUYERS)         11,229,190.26           OVERPAYMENTS         13,137.47           DOMESTIC VIOLENCE FUND         8,295.00           CREDIT CARD EXPENSE         3,443.13           ELECTION MAPS         192.00           ELECTION MISCELLANEOUS         2,759.37           ELECTION STATE REIMBURSEMENT         0.00           ELECTION REFUNDS         0.00		NT	-	
DISBURSEMENTS           FEES TO COUNTY TREASURER         348,257.35           REFUNDS         36.00           DEATH SURCHARGE         18,300.00           TAX REDEMPTION (COLLECTOR)         35,960.80           TAX REDEMPTION (TAX BUYERS)         11,229,190.26           OVERPAYMENTS         13,137.47           DOMESTIC VIOLENCE FUND         8,295.00           CREDIT CARD EXPENSE         3,443.13           ELECTION LISTS         0.75           ELECTION MAPS         192.00           ELECTION MISCELLANEOUS         2,759.37           ELECTION STATE REIMBURSEMENT         0.00           ELECTION REFUNDS         0.00			· -	
DISBURSEMENTS           FEES TO COUNTY TREASURER         348,257.35           REFUNDS         36.00           DEATH SURCHARGE         18,300.00           TAX REDEMPTION (COLLECTOR)         35,960.80           TAX REDEMPTION (TAX BUYERS)         11,229,190.26           OVERPAYMENTS         13,137.47           DOMESTIC VIOLENCE FUND         8,295.00           CREDIT CARD EXPENSE         3,443.13           ELECTION LISTS         0.75           ELECTION MAPS         192.00           ELECTION MISCELLANEOUS         2,759.37           ELECTION STATE REIMBURSEMENT         0.00           ELECTION REFUNDS         0.00			-	
FEES TO COUNTY TREASURER         348,257.35           REFUNDS         36.00           DEATH SURCHARGE         18,300.00           TAX REDEMPTION (COLLECTOR)         35,960.80           TAX REDEMPTION (TAX BUYERS)         11,229,190.26           OVERPAYMENTS         13,137.47           DOMESTIC VIOLENCE FUND         8,295.00           CREDIT CARD EXPENSE         3,443.13           ELECTION LISTS         0.75           ELECTION MAPS         192.00           ELECTION MISCELLANEOUS         2,759.37           ELECTION STATE REIMBURSEMENT         0.00           ELECTION REFUNDS         0.00	TOTAL RECEIPTS	•		12,253,110.71
FEES TO COUNTY TREASURER         348,257.35           REFUNDS         36.00           DEATH SURCHARGE         18,300.00           TAX REDEMPTION (COLLECTOR)         35,960.80           TAX REDEMPTION (TAX BUYERS)         11,229,190.26           OVERPAYMENTS         13,137.47           DOMESTIC VIOLENCE FUND         8,295.00           CREDIT CARD EXPENSE         3,443.13           ELECTION LISTS         0.75           ELECTION MAPS         192.00           ELECTION MISCELLANEOUS         2,759.37           ELECTION STATE REIMBURSEMENT         0.00           ELECTION REFUNDS         0.00		DISBURS	EMENTS	
REFUNDS         36.00           DEATH SURCHARGE         18,300.00           TAX REDEMPTION (COLLECTOR)         35,960.80           TAX REDEMPTION (TAX BUYERS)         11,229,190.26           OVERPAYMENTS         13,137.47           DOMESTIC VIOLENCE FUND         8,295.00           CREDIT CARD EXPENSE         3,443.13           ELECTION LISTS         0.75           ELECTION MAPS         192.00           ELECTION MISCELLANEOUS         2,759.37           ELECTION STATE REIMBURSEMENT         0.00           ELECTION REFUNDS         0.00	FEES TO COUNTY TREASURER	DISDORD	<u> </u>	348 257 35
DEATH SURCHARGE         18,300.00           TAX REDEMPTION (COLLECTOR)         35,960.80           TAX REDEMPTION (TAX BUYERS)         11,229,190.26           OVERPAYMENTS         13,137.47           DOMESTIC VIOLENCE FUND         8,295.00           CREDIT CARD EXPENSE         3,443.13           ELECTION LISTS         0.75           ELECTION MAPS         192.00           ELECTION MISCELLANEOUS         2,759.37           ELECTION STATE REIMBURSEMENT         0.00           ELECTION REFUNDS         0.00			-	
TAX REDEMPTION (COLLECTOR)       35,960.80         TAX REDEMPTION (TAX BUYERS)       11,229,190.26         OVERPAYMENTS       13,137.47         DOMESTIC VIOLENCE FUND       8,295.00         CREDIT CARD EXPENSE       3,443.13         ELECTION LISTS       0.75         ELECTION MAPS       192.00         ELECTION MISCELLANEOUS       2,759.37         ELECTION STATE REIMBURSEMENT       0.00         ELECTION REFUNDS       0.00			-	
TAX REDEMPTION (TAX BUYERS)       11,229,190.26         OVERPAYMENTS       13,137.47         DOMESTIC VIOLENCE FUND       8,295.00         CREDIT CARD EXPENSE       3,443.13         ELECTION LISTS       0.75         ELECTION MAPS       192.00         ELECTION MISCELLANEOUS       2,759.37         ELECTION STATE REIMBURSEMENT       0.00         ELECTION REFUNDS       0.00			-	
OVERPAYMENTS         13,137.47           DOMESTIC VIOLENCE FUND         8,295.00           CREDIT CARD EXPENSE         3,443.13           ELECTION LISTS         0.75           ELECTION MAPS         192.00           ELECTION MISCELLANEOUS         2,759.37           ELECTION STATE REIMBURSEMENT         0.00           ELECTION REFUNDS         0.00			-	
DOMESTIC VIOLENCE FUND         8,295.00           CREDIT CARD EXPENSE         3,443.13           ELECTION LISTS         0.75           ELECTION MAPS         192.00           ELECTION MISCELLANEOUS         2,759.37           ELECTION STATE REIMBURSEMENT         0.00           ELECTION REFUNDS         0.00	OVERPAYMENTS		-	
ELECTION LISTS         0.75           ELECTION MAPS         192.00           ELECTION MISCELLANEOUS         2,759.37           ELECTION STATE REIMBURSEMENT         0.00           ELECTION REFUNDS         0.00	DOMESTIC VIOLENCE FUND	•	-	
ELECTION MAPS192.00ELECTION MISCELLANEOUS2,759.37ELECTION STATE REIMBURSEMENT0.00ELECTION REFUNDS0.00	CREDIT CARD EXPENSE		· ·	3,443.13
ELECTION MISCELLANEOUS 2,759.37 ELECTION STATE REIMBURSEMENT 0.00 ELECTION REFUNDS 0.00	ELECTION LISTS		•	0.75
ELECTION STATE REIMBURSEMENT  ELECTION REFUNDS  0.00  0.00	ELECTION MAPS		• <u>-</u>	<u>192.00</u>
ELECTION REFUNDS 0.00			· · ·	
		NT	· ·	
TOTAL DISBURSEMENTS 11,659,572.13			-	
	TOTAL DISBURSEMENTS			11,659,572.13



# **County Board Appointment**

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

# APPOINTMENT OF JIM JAROG TO THE ZONING BOARD OF APPEALS

WHEREAS, Deborah A. Conroy has submitted to the County Board her appointment of Jim Jarog to serve as a Member of the Zoning Board of Appeals; and

WHEREAS, such appointment requires the advice and consent of the County Board under 55 ILCS 5/5-12010, as amended.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the County Board does hereby advise and consent to the appointment of Jim Jarog as a Member of the Zoning Board of Appeals for a term to commence on August 1<sup>st</sup>, 2024 and expire on December 1<sup>st</sup>, 2027; and

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

BE IT FURTHER RESOLVED that the County Clerk transmit certified copies of this resolution to Jim Jarog.

Enacted and approved this 9<sup>th</sup> of July, 2024 at Wheaton, Illinois.

	DEBORAH A. CONROY, CHAIR
	DU PAGE COUNTY BOARD
Attest:	
	JEAN KACZMAREK, COUNTY CLERK

Form Name: Submission Time: Browser: IP Address: Unique ID:

DuPage County Application Form for Appointment June 4, 2024 6:05 pm Safari 17.4.1 / OS X 73.51.186.162

Name of Board or Agency you are

Zoning Board of Appeals

interested in appointment to	
Previous Board Experience	
Have you ever served on this Board or Agency before?	No
Personal Information	
Name	James Jarog
Email	
Address	Woodridge, IL 60517
Phone	
Upload resume (PDF or Word format)	https://dupagecounty-ktgfp.formstack.com/admin/download/file/164498651
Additional Information	

an appointee and share any unique qualifications or experience you feel you would bring to this agency.

Please explain why you wish to serve as It would be an honor to give back to my community and serve on the Zoning Board of Appeals for DuPage County. It would mean a lot to me personally since I grew up in DuPage County and have lived here my entire life. I have also served on the Woodridge planning commision since 2017.

you would bring to this agency.	I believe with my experience that I could bring great insight and knowledge to the board.
Are you a lobbyist registered with the State of Illinois?	No
Are you an elected official?	No
Are you currently employed or have an ownership interest in a company that conducts business with the government entity to which you are seeking an appointment?	No

Do you have any relatives who are currently employed with the governmental entity to which you are seeking an appointment?	No
Conviction Information	
Have you ever been convicted of a criminal offense?	No
Submit Application	
Do you attest to the above?	Yes

Woodridge, IL 60517

www.linkedin.com/in/JimJarog

## EXPERIENCE

# Reliance Worldwide Corporation Regional Sales Manager

2014 - Present

- Conducted business presentations at all levels of management and to various sizes of audiences
- OEM, Industrial, Commercial and Distributor Sales experience
- Technical product training on new products and technologies
- Established strong relationships with global manufacturers
- Responsible for training and growth of reps and distributors within the Midwest territory
   Technical aptitude in water filtration treatment, water pumps and valves
- CRM experience
- Grew business 16% consistently each year utilizing a pull through business methodology
- Generating over \$12 million in sales per year
- Attended key industry trade shows throughout the United States

#### **SAFEBUILT**

# Regional Development Manager

- Exceeded sales target 30% in last fiscal year, achieving \$3.1M over \$2.4M annual budget with average win revenue of \$220K per bid.
- Managed Government and Municipal sector business development with over 100 accounts nationwide.
- Worked directly with state and local governments, counties and developers
- Bid on RFP's for Villages, School Districts, State, County and private developers
- Utilized Salesforce CRM as primary sales tool to generate and track new business
- Increased sales 30% by creating key relationships with over 200 local municipalities, leading to 100% of referral business closing at 75% rate.

# **EDUCATION**

**Bachelor of Science (BS)**, Marketing, Illinois State University, Normal, IL Sales training: Miller Heiman, Dale Carnegie, Emotional Intelligence sales Success

# PROFESSIONAL AFFILIATIONS

Woodridge Planning Commission 2017 - 2024 Westmont Special Events Volunteer, July 2016 - Present Oak Brook Terrace Lions Club, 2015 - Present NOTICE OF APPOINTMENT

By virtue of the power vested in me under 55 ILCS 5/5-12015, as amended, I, Deborah

A. Conroy, as Chair of the DuPage County Board, do hereby appoint Jim Jarog as member of the

Zoning Board of Appeals for a term to commence on August 1, 2024, and expire on December

1<sup>st</sup>, 2027, or until a successor has been appointed and qualified.

I hereby submit this appointment to the County Board for its advice and consent this 9th

day of July 2024.

D1 1 4 C Cl '

Deborah A. Conroy, Chair DuPage County Board

261



# County Board Appointment

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

# APPOINTMENT OF MICHAEL MAHER TO THE WHEATON MOSQUITO ABATEMENT DISTRICT

WHEREAS, Deborah A. Conroy has submitted to the County Board her appointment of Michael Maher to be a Trustee of the Wheaton Mosquito Abatement District; and

WHEREAS, such appointment requires the advice and consent of the County Board under 70 ILCS 1005/5, as amended.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the County Board does hereby advise and consent to the appointment of Michael Maher as a Trustee of the Wheaton Mosquito Abatement District for a term commencing July 9<sup>th</sup>, 2024 and expiring December 1<sup>st</sup>, 2026; and

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

BE IT FURTHER RESOLVED that the County Clerk transmit certified copies of this resolution to: Michael Maher; Attorney Luetkehans, Brady, Garner & Armstrong, LLC, 105 E Irving Park Road, Itasca, IL 60143.

Enacted and approved this 9<sup>th</sup> of July, 2024 at Wheaton, Illinois.

DU PAGE COUNTY BOAR		DEBORAH A. CONROY. CHAI
		DU PAGE COUNTY BOAR
	Attest:	

Form Name: Submission Time: Browser: IP Address: Unique ID:

appointment?

DuPage County Application Form for Appointment June 11, 2024 11:40 pm Chrome 125.0.0.0 / OS X 76.141.13.202

Name of Board or Agency you are interested in appointment to

Wheaton Mosquito Abatement District

interested in appointment to	
Previous Board Experience	
Have you ever served on this Board or Agency before?	No
Personal Information	
Name	Michael Maher
Email	
Address	Wheaton, IL 60189
Phone	
Upload resume (PDF or Word format)	https://dupagecounty-ktgfp.formstack.com/admin/download/file/164816044 34
Additional Information	
Please explain why you wish to serve as an appointee and share any unique qualifications or experience you feel you would bring to this agency.	Having been a life-long Wheaton resident, I would like to contribute back to my community and see this as an opportunity to get involved. I have extensive experience in Public Sector (over 20 yrs of selling into State and Local Governments, as well as a keen understanding of Public Sector dynamics. I have been a registered lobbyist in the State of IL (currently, not active with the IL Secy State registration).
Are you a lobbyist registered with the State of Illinois?	No
Are you an elected official?	No
Are you currently employed or have an ownership interest in a company that conducts business with the government entity to which you are seeking an	No

Do you have any relatives who are currently employed with the governmental entity to which you are seeking an appointment?	No
Conviction Information	
Have you ever been convicted of a criminal offense?	No
Submit Application	
Do you attest to the above?	Yes

NOTICE OF APPOINTMENT

By virtue of the power vested in me under 70 ILCS 1005/5, as amended, I, Deborah A.

Conroy, as presiding officer of the DuPage County Board, do hereby appoint Michael Maher to

be a Trustee of the Wheaton Mosquito Abatement District for a term commencing July 9th, 2024

and ending December 1st, 2026.

I hereby submit his appointment to the County Board for its advice and consent this 9th

day of July, 2024.

Daharah A Cannay Chair

Deborah A. Conroy, Chair DuPage County Board

265

WHEATON, ILLINOIS 60189-2022

LinkedIn: https://www.linkedin.com/in/michael-maher-a5b32912/

# SALES AND BUSINESS DEVELOPMENT MARKET MAKER

A resourceful and dedicated professional with a well-established/broad based background in linking technology and business operations solutions with innovative strategies. Proven ability to implement strategic alliances and collaborative relationships. Extensive knowledge new business development, project proposal development & coordination, direct sales and relationship management. Experience in working with major accounts in the across US and Greater Chicago marketplace, including McDonald's, Exelon, Allstate, Nicor and Chase, as well as the State of Illinois, Cook County, City of Chicago, States of Wisconsin, Missouri, Michigan, Ohio, Tennessee & Minnesota and key Public Sector local government entities. I COLD-CALL!

# PROFESSIONAL SERVICES/IT CONSULTING EXPERIENCE

# **US Public Sector Sales**

Fractional Sr. Sales & Market Maker Independent Contractor

Chicago based Sept 2023 - present

Support 2 contract clients (targeting SLED SaaS and Higher Ed System Integration Services)

Primary deliverables are to create new business development, marketing strategies, identify force-multiplier (channel) opptys, strategic national tradeshow and regional customer associations, streamline pursuit process (including creating RFX documents, proposals and collateral).

And be the tip of the spear and fill the pipeline! Currently, (for both clients >120 hrs./month)

Identify (and expand) new sales opportunities (have generated over 30 net new pursuits/proposals per client);

- Expanded go-to-market presence with national system integrators (Higher Ed SI focus) and SaaS platform cos.;
- ✓ Establishing collaborative, mutually beneficial relationship competencies with precision & focus;
- ✓ Connecting technology and business operations solutions with innovative strategies for building cross-sector teams;
- ✓ Enable force-multiplying strategic alliances and teaming relationships ("I got a guy");
- ✓ Working collaboratively with my client's leadership and field team to meet the ever-changing market dynamics;
- ✓ Deep experience with SBA, (Sam.gov), NASCIO, Fed/StateRAMP, Solution Selling, HubSpot and GTM strategies;
- ✓ Nimble strategies and a "roll my sleeves up" to achieve results.

#### **Director, US Public Sector Sales**

Queue-it, Inc.

Minneapolis, MN (remote/Chicago) June 2021 to June 2023

Recruited to develop the go-to-market business development/sales for Queue-it's North American Public Sector and Higher Education markets. Nationwide responsibility to build-out the Public Sector Channel (via Carahsoft), provide strategic insight for key government procurement and contract vehicles including NASA SEWP, US Army ITES, NASPO, NYS OGS, Texas DIR and preliminary efforts for US FedRAMP.

#### Since joining Queue-it:

- ✓ Closed over 30 market deals including breaking into the US Higher Ed Marketplace with several D1-level universities
- ✓ Projected pipeline of over \$4M in next 6 months
- ✓ Built out the go-to-market sales pursuit and marketing across both US/Canada Public Sector & Higher Ed
- Created a partner channel for US Higher Ed and Municipality government providers and have increased the partner ecosystem from 1 to 5 entities
- ✓ Championed the Public Sector and Higher Ed on Queue-it's website
- Established the go-to-market with Carahsoft (sales/marketing/contracts), including sponsorship at the 2023 Government CX
   Engagement Summit in Washington DC (June 2023)

- ✓ Led the design/development for the Queue-it landing page on Carahsoft (https://www.carahsoft.com/queue-it)
- ✓ Coordinated/collaborated with in-house marketing on redesign of Queue-it Public Sector website, marketing messaging and alignment to key industry media including eRepublic, GovTech and several Higher Ed platforms
- Currently building out a new GTM strategy for the Higher Ed Housing and Course Registration CRM solutions providers
- Lead Sales/Business development for US Fed (White House mandated CX Initiatives) for 35 high Profile Agencies. Efforts (in collaboration with Salesforce) at US Treasury, US State, IRS and SBA
- ✓ Created Queue-it presence at NASCIO, including a direct marketing/participation
- Championed NA Public Sector account success stories/Qit website postings (5 net new ones in past 12 months)

## Principal, Public-Sector Sales (contractor)

## **KWR Strategies**

Austin TX/IL-based
March 2020 to October 2020

**Contract Engagement** - Resultant of the Covid-19 market dynamic, I moved into a consultant/advisor for a several IT solutions companies with Covid Trace/Tracking solutions.

As a principal (client advisor) for KWR Strategies, my focus is helping our client organizations achieve their Sales/Revenue targets and goals by:

- Establishing collaborative, mutually beneficial relationship competencies with precision & focus;
- Connecting technology and business operations solutions with innovative strategies for building cross-sector teams;
- Enable force-multiplying strategic alliances and teaming relationships;
- Working collaboratively with our client's leadership and field team to meet the ever-changing market dynamics;
- CovidConnect2020 is the brainchild of mine and brings together a best of breed solution with several of our key partners to
  enable State, Local and Higher Ed clients meet the ginormous demand for a 1-stop Covid Testing, Tracing and Tracking
- Participating on 3 NASCIO Committees including Cybersecurity and Programs (which established key topics for midyear and annual conferences)

Worked hand-in hand with our *cross-IT* discipline client teams IT Services, Cyber (Tanium, FireEye), CX (Domo), and consulting services to provide the optimal thought-leadership, enablement and strategies to enable our clients to open the right doors to achieve their goals by connecting ideas, IT solutions and industry leaders. Also, champion oppty development, proposal writing, new business pursuits and campaign support.

## **Director, Public Sector Sales**

**Guidehouse, LLP** (former PwC Public Sector) Upper Midwest/IL-based December 2018 to March 2020

Joined the PwC Public Sector spin-off to initiate/champion/grow new SLG business development opportunities in the *greenfield* territories of Illinois, Wisconsin, Minnesota, Missouri, Tennessee, Ohio and major Public Sector local government entities. Primary focus is to initiate and develop key/strategic executive-level relationships across State/Local Government Accounts, leverage force-multiplier vendor relationships, increase market profile and brand awareness. Align with solutions teams to identify, craft and deliver GH front-line capabilities.

Tip-of-the-Spear efforts had resulted in over \$54M of identified net new opptys (Guidehouse had zero existing customer base in my primary geos)

- Helped create the initial solution/business development efforts in the Public Pension Practice (prior clients included WI ETF, SWIB, CalPERS, CalSTRS, ILTRS and IL SURS)
- Established new relationships with Salesforce, Carahsoft, (which included getting GH on the NASPO Cloud Services AR2472 Contract), Tanium, FireEye, Adobe, Infor, AWS and VMWare
- Created an enterprise market awareness program which including introducing Guidehouse into NASTD (National Association of State Technology Directors) and NASCIO (National Association of State CIO's) and championed various Government Technology/eRepublic and Regional GovTech's Digital Summits.
- Participating on 3 NASCIO Committees including Cybersecurity and Programs
- Established strategic alliance with Carahsoft to include Guidehouse on the NASPO Cloud, Salesforce and Tanium master contracts and both SLG and Fed levels
- Created State CXO Leadership networks and introductory meetings in the States of IL, IN, OH, TN, MO, MN and WI.
- Developed new client-specific marketing collateral and solution battle-cards to highlight key solutions/capabilities

# **Director, Public Sector Sales (Contract)**

**EKI-Digital** 

Chicago, IL

January 2018 to December 2018

Contracted to turn-around/grow/expand new business development opportunities for the State of Illinois, Cook County, City of Chicago, States of Wisconsin, Indiana & Minnesota and key Public Sector local government entities. Identified as a State and Local Government (SLG) Market-maker for Upper Midwest Territory. Primary focus is to develop key/strategic executive-level relationships across State/Local Government Accounts, leverage force-multiplier vendor relationships, increase market profile and brand awareness and be the tip of the spear for new business development opportunities.

- Established new relationships with Oracle (Cloud-at-Customer), *Tanium*, Adobe, Microsoft, Salesforce, MongoDB,
   Accenture, PwC/Guidehouse, Deloitte, Anaplan, GovQA and SAP
- Created an enterprise market awareness program which includes keynote speaking engagements, NASPO, NASTD,
   NASCIO and participation in various Government Technology/eRepublic and Regional GovTech's Digital Summits
- Development efforts had resulted in over \$48M of net new opptys outside of existing customer base
- Championed structured sales operational model and targeted oppty pursuit (including "Go/No-go" methodology)
- Turned around 2 declining accounts resulting in additional net new business and moving from staff-aug model into advisory/consulting operating model
- Defined new go-to-market efforts for Minority-based opportunity business development
- Expanded new commercial accounts including Exelon/ComEd, Walgreens, McDonalds, Ulta Beauty

Since starting, EKI-Digital's base business has grown by 50+% and forecasted to increase by another 80% by yearend

#### **Account Executive, US Public Sector Sales**

Red Hat, Inc.

IL/WI/MN/MI/MO

February 2016 to January 2018

Recruited by Red Hat to increase SLG market presence and grow primarily Enterprise State-level business across the 5state upper Midwest Region. Leveraged extensive System Integrators executive relationships, and my direct network of State-level CIO, CTO, CISO, and director-level executives in IL, MN, MI, MO, MS, IN, VA, WI (guessing I am leaving some additional contacts in TX, CA and a bevy of other LinkedIn contacts).

# Specifically:

- 1) Sold the FIRST Red Hat contract with the State of Wisconsin (3-year \$255,000/yr); Prior to me, Red Hat had no direct business with the WI DET (95% Microsoft/5% SUSE shop)
- 2) Developed a Master Contract Model for the State of Minnesota that will take the existing annual spend from ~\$550,000 in FY17 to over \$2M (YoY) by FY19
- 3) Created a Master Contract Model for the State of Missouri and initiated predefined provisioning standards across their Linux, Security and AppDev environments
- 4) Working with IL Tollway and Accenture, re-positioned and re-configured the current Illinois Tollway (Customer Service/Toll Violation Platform [\$100<sup>+</sup>M TCV]) and specific to Red Hat's annual platform/middle-ware contract from <\$300,000/year to a new 3-year contract of over \$4M (TCV)</p>
- 5) Created new networking channels with Microsoft (Azure focused), Deloitte, Accenture and initiated Red Hat's participation in National Association of State Technology Directors ("NASTD"), State and Regional GovTech's Digital Summits
- Grown a "flat/under-performing" territory from about \$2M to over \$3.5M per year (and will be as high as 300<sup>+</sup>% of plan).

# **Director, US Public Sector Sales**

Verint, Inc.

US National Public Sector Sales Territory January 2015 to September 2015

Hired to drive Verint's State-level direct go-to-market and non-channel US State-level book of business. Targeting US State-level agency call center efforts primarily in HHS, DOR, DMV and significant citizen interaction specific agencies.

#### Highlights include:

1) Sold a \$450,000 services/upgrade for the State of Texas Department of Health & Human Services Commission (first ever direct deal w State of Texas). YTD sales to TX HHSC was >\$1.1M

- 2) Sold \$70,000 services deal to CalPERS (State of California Public Employees Retirement System, #6 globally for any Pension System). Significance is that 1st Master Contract with State of California and expedited thru in less than 10 days!
- 3) Established new relationships with State CIOs in TX, VA (VITA) and IN (in addition to existing relationships at State CIO's in MS, IL, WI, MN, and KY).

Result of dramatic market downturn (75% stock price decrease in Summer of 2015), the decision was made for a Sales RiF (primarily pointed at the Named/National Public Sector Accounts Program).

## Account Executive (Direct Sales Role)

Gartner, Inc.

Midwest/Chicago October 2010 to January 2015

Hired to turn-around/grow/expand new business development opportunities for the State of Illinois, Cook County, City of Chicago, States of Wisconsin & Minnesota and key Public Sector local government entities.

Scope of efforts includes Sales Execution, New Business Development, Strategic Account Leadership, Account/Territory Management, and Revenue Generation.

#### 4-time Winner's Circle achievement:

- 2011 efforts resulted in Top 5% Public Sector Sales Performance
- 2012 efforts recognized as top 5% in North America Sales performance/growth (not just Public Sector). 2012 efforts resulted Top 3 in Public Sector Sales/Growth. New business development efforts resulted in a \$1.7M growth in last 36 months (vs average Year over Year growth of ~\$200,000 company-wide).
- 2013 Total Revenue performance \$2.505M (vs <\$800K in 2010).</li>
- Sales for 2014 at 300<sup>+</sup>% of Annual Plan and expectation to 1.5X 2013 Sales (in spite of 3 for 1 Territory Split)!
- FY2015 Sold the largest US Public Sector Consulting Engagement (>\$5M) for the State of WI ERP Implementation PMQA

Vice President/Managing Partner

Jackson Willson, Inc.
Professional Services/Consulting
Wheaton, Illinois

May 2008 to May 2010 (Sales contract) July 2004 to July 2005 (Shared Services)

Sales Consulting Contract: 2-year Sales Consulting Contract with Crowe Horwath LLP (Audit & Professional Services Firm) to develop new State/Local professional services business opportunities. Primary scope of focus was the State of Illinois and develop new target opportunities for ARRA (USA Bailout) reporting, grant management, health information exchange (HIE) and business/process improvement in targeted new states. Primary business development champion for establishing new beachhead/greenfield opportunities in the States of Mississippi, Arizona, Colorado, California, Pennsylvania and Michigan. Business development sales efforts were developed via networking channels, market research and cold-calling. Efforts resulted in sustained pipeline of over \$35 million in new opportunities and direct sales of over \$2.2 million in new revenue.

Shared Services Consulting Company: This enterprise was created as the direct result of an opportunity that I developed within the State of Illinois State Board of Education to leverage a proven business process (shared services) to optimize cost savings economies of scale and improve efficiencies. In a multi-channeled demand creation and value-propositioned based approach (Agency-level, Executive-level [i.e., the Governor's staff], Legislative, Regional Superintendents and end-users), the business case that I presented gained enough support and was successful in having legislation passed that calls for the creation of shared services centers. Worked with the Governor's Team & ISBE Leadership Team to help craft/define the solution. Expected ROI by the State could reach 15-20% in operational savings representing upwards of \$200 million.

# Principal - Sales/Business Development

System Development | Integration, LLC. Chicago, Illinois

April 2007 to April 2008

Sales/new business development responsibility for IT & Management Consulting Solutions for Chicago, Illinois and Upper Midwest (Private, Public Sector clients including strategic partnerships with AT&T, Accenture, BearingPoint, CGI-AMS, ACS, IBM, Kronos & Deloitte). Explicit disciplines include Management Consulting, Outsourcing (application, infrastructure and desktop), Risk (IV&V)

and Project Management, and Staff Augmentation. Specific expertise in Shared Services and the ancillary solutions (ERP, ECM, Timekeeping and CRM).

Hired to grow/expand new business development opportunities for the State of Illinois, City of Chicago and key commercial verticals of telecommunications, transportation, utilities and distribution. Scope of efforts includes Sales Execution, New Business Development, Strategic Account Leadership, Account/Territory Management, Development of sales training/sales process methodologies and Revenue Generation.

FY 2008 Targeted Sales Goal is over \$11 Million in Earned Services Revenue (including personal quota of \$3.5 Million). Booked/committed orders of over \$28 Million (primarily based upon CSC participation contract of ~\$24M).

#### Vice President Sales/Business Development

Synch-Solutions, Inc. Chicago, Illinois July 2004 to April 2007

Sales and new business development responsibility (including P&L) for IT & Management Consulting Solutions for Chicago, Illinois and Upper Midwest (Private, Public Sector clients including strategic partnerships with AT&T, Accenture, CGI-AMS & Deloitte Consulting).

Named Vice President in July of 2006. In process of rebuilding sales process and team to provide greater focus and direction in support of targeted opportunities across Illinois, Missouri, Michigan, Wisconsin, Minnesota and Indiana. Scope of efforts includes Sales Execution, New Business Development, Strategic Account Leadership, Account/Territory Management, Development of sales training and sales process methodologies and Revenue Generation. FY 2007 Targeted Sales Goal is \$18 Million in Earned Services Revenue (including personal quota of \$8.0 Million).

Key achievements for FY 2006 include creating a high performing sales culture that leverages best practices *solution selling* to leverage specific competencies and capabilities into our identified markets. Initially, positioned Synch-Solutions as predominant MBE Solutions Provider for Deloitte, Accenture and CGI in State of Illinois, Cook County and City of Chicago. Synch-Solutions was the sole MBE services provider for all Accenture Public Sector pursuits (in Illinois) representing over \$110 Million in proposal efforts (in FY 2006). Also positioned Synch-Solutions as Vendor of Choice for Deloitte Consulting for State of Illinois pursuits including wins with IL Secretary of State and State of Illinois GOMB Shared Services. New direct clients have included AT&T (customer and partner), Illinois Department of Public Health, Accenture, Deloitte, CGI-AMS, Chicago Public Schools, Illinois State Board of Education and the State of Wisconsin. FY 2006 overall *net new* sales revenue increased by over \$4.0 Million to \$6.1 Million

#### **Senior Account Executive**

Keane, Inc. Chicago, Illinois May 2002 to July 2004

Sales and new business development responsibility for major accounts in the Greater Chicago marketplace. Key accounts: McDonald's, Exelon, Allstate, Kemper, Nicor and Bank One. Responsibilities include: new business development, project proposal development & coordination, direct sales and relationship management. In FY02, led office in new revenue growth, account penetration and business development activities. Topline sales >\$10M.

# Senior Director of Sales Managing Director MCS Midwest Business Unit

PricewaterhouseCoopers LLP
Management Consulting Services
November 1995 to July 2001

Reporting directly to the MWBU Managing Partner with the responsibilities of building/managing the Sales & Account Manager infrastructure & sales team and achieving a FY01 sales objective of \$150 million. Initially chartered with bringing 2 disparate sales teams together, unifying the sales go-to-market strategy, and executing the change management from a "partner" centric to a "sales/corporate" centric business model. Responsibilities included building the business development infrastructure (client & vendor channels), defining staffing recruiting/profiles, training criteria, staffing GAP analysis and the overall management of the Territory & Vendor Account Sales Team. There were 22 Territory Account Managers & 12 Vendor Account Managers that reported directly to this position in the Midwest Region.

#### Midwest Regional Director - Business Development/Sale

#### PricewaterhouseCoopers, LLP

Reporting directly to the Managing Partner-Midwest Region with responsibility for the sales & business efforts of 16 business development managers in four Midwest Region (MWR) geography offices. Overall sales budget of \$36 million for FY '00 (July 99 to June 00), with an expected \$12 million performance increase over FY '99. Primary focus was on business development, sales training, large account management/planning, leadership development and performance improvement. Redefined sales model to create a "best practices" performance criteria and metrics.

# Managing Associate - Business Development Manager

# **Coopers & Lybrand Consulting**

(pre-merger w/ Price Waterhouse)

Marketing/sales manager for all of Coopers & Lybrand Consulting business lines and services (not only IT/IS consulting) at Ameritech and Central US-based telecommunications companies. Responsibilities include: new business development, project proposal development & coordination, direct sales and relationship management. In FY96, Ameritech was one of the Firm's largest non-audit consulting client and ranked in the top 10 for gross margin contribution within the Coopers & Lybrand Consulting Large Account Development Program managed by the Vice Chairman of the Coopers & Lybrand Consulting Line of Service.

## Additional personal achievements include:

**FY96:** Rookie Salesman-of-the-Year, Highest Quota Percentage Sales Achievement *AND* FY96 Salesman-of-the Year. In addition, received the **Chairman's Award for Extraordinary Effort**. Award is given in recognition for effort "above and well beyond" the commitment by an individual. (No one below partner-level or within sales had ever before, received this award).

**FY97 achievements include:** FY97 Sales exceeded \$5 million (165% of plan). Achieved 2<sup>nd</sup> highest revenue and <u>highest gross</u> margin contribution within CLC (Coopers & Lybrand Consulting) System Integration Line-of-Business Unit.

**FY98 achievements include:** FY98 Sales again exceeded \$5 million (125% of plan). Achieved 3<sup>rd</sup> highest revenue and gross margin contribution within CLC's System Integration Line-of-Business Unit.

#### **EDUCATION**

Bachelor of Arts - Economics:

University of Illinois Urbana, Illinois – 1978

# SALES TRAINING AND PROFESSIONAL DEVELOPMENT

Value Selling (advanced modules), Professional Selling Skills (PSS III), Certified Trainer; Miller Heiman (Solution Selling, Strategic Selling, LAMP); Revenue Storm (Demand Creation & Value Proposition Selling); Personally developed the Sales & Business Development "Manual" for PricewaterhouseCoopers (in the Midwest) which defined the sales/business development methodology; Initiated CRM Methodologies for Sales Management: Siebel Systems (PwC), Revenue Storm (Keane) and Salesforce.com (Synch-Solutions & SDI); Cold-calling Strategies – "Getting the Elusive 1st Meeting"

# County Board Appointment





# APPOINTMENT OF JOHN RETONDO TO THE REGIONAL TRANSPORTATION AUTHORITY

WHEREAS, Deborah A. Conroy has submitted to the County Board her appointment of John Retondo as the DuPage County representative on the Regional Transportation Authority (RTA) Board of Directors; and

WHEREAS, said appointment requires the advice and consent of the County Board pursuant to 70 ILCS 3615/3.01.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the County Board does hereby advise and consent to the appointment of John Retondo as a Director of the Regional Transportation Authority; and

BE IT FURTHER RESOLVED that the term of office for this appointment shall commence on July 9<sup>th</sup>, 2024 and expire July 1<sup>st</sup>, 2029; and

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

BE IT FURTHER RESOLVED that the County Clerk shall transmit certification of this appointment to the office of the Secretary of State as prescribed in 70 ILCS 3615/3.01; and

BE IT FURTHER RESOLVED that the County Clerk transmit a certified copy of this resolution to: John Retondo; LeAnne Redden, Executive Director of the Regional Transportation Authority (RTA) Board, 175 W. Jackson Blvd, Suite #1650, Chicago, IL 60604.

Enacted and approved this 9th of July, 2024 at Wheaton, Illinois.

	DEBORAH A. CONROY, CHAIR DU PAGE COUNTY BOARD
Attest:	
	JEAN KACZMAREK, COUNTY CLERK

Form Name: Submission Time: Browser: IP Address: Unique ID:

DuPage County Application Form for Appointment June 18, 2024 4:30 pm Chrome 126.0.0.0 / Windows 12.7.218.130

Name of Board or Agency you are interested in appointment to

**Regional Transportation Authority** 

interested in appointment to	
Previous Board Experience	
Have you ever served on this Board or Agency before?	No
Personal Information	
Name	John Retondo
Email	
Address	Addison, IL 60101
Phone	
Upload resume (PDF or Word format)	https://dupagecounty-ktgfp.formstack.com/admin/download/file/165111756
Additional Information	
Please explain why you wish to serve as an appointee and share any unique qualifications or experience you feel you would bring to this agency.	I wish to serve as an appointee to the Regional Transportation Authority board as a member my aim will be to collectively contribute to the success of the board.
	Serving as a board member I have shared past experiences with my colleagues when we have actively looked for opportunities to ask relevant

colleagues when we have actively looked for opportunities to ask relevant questions that help others provide clarity and propose of action.

I believe that I can provide a unique way of conducting rational fact-based analyses and collectivity as a team explore new perspectives that enhance effectiveness and present a continued relevance in the best interests of the organization and community we serve.

Are you a lobbyist registered with the State of Illinois?	No
Are you an elected official?	No

Are you currently employed or have an ownership interest in a company that conducts business with the government entity to which you are seeking an appointment?	No
Do you have any relatives who are currently employed with the governmental entity to which you are seeking an appointment?	No
Conviction Information	
Have you ever been convicted of a criminal offense?	No
Submit Application	
Do you attest to the above?	Yes

# John M. Retondo

Addison, Illinois 60101/

# **Objective**

To learn and gain a greater working understanding of the challenges and opportunities that local government faces, so I can best contribute my knowledge and skills from a position where I have a greater ability to serve for the furtherance and success of our local government.

I see this as my civic duty to help plan decisions that shape our communities for the betterment of society.

# **Education**

- · High School Diploma 1985 / Ridgewood High School
- · Trade School Diploma/ Coyne American Institute
- · ANSI 17024 Certified Instructor/LIUNA Training
- · VOICE Training /LIUNA Training
- · Labor History / University of Illinois Urbana Champaign
- · Construction Safety Coordinator Training / Northern Illinois University
- · Fork Lift Training / Northern Illinois University
- · Home Inspectors License / College of DuPage
- · Realtors License / National Association of Realtors
- · OSHA Authorized Construction Trainer/ United States Department of Labor

# **SKILLS & ABILITIES**

#### **MANAGEMENT**

I am currently the Director of Apprenticeship for the LIUNA Chicagoland Laborers District Council Training & Apprenticeship Fund, I am a member of the training funds executive board, as well as Laborers Local 2 executive board.

#### **SALES & MARKETING**

As a former Licensed Realtor & member of the National Association of Realtors, I gained the ability and demonstrated the skills in working with contracts and understanding real-estate law, sales and marketing.

# **POLITICS**

I have assisted the Laborers union several times in campaigning for our elected and endorsed candidates, at one time I was a Volunteer Deputy voter registrar and precent captain in Addison also in 2012 I did run my own campaign for Trustee of Addison township.

#### COMMUNICATION

Over the past 30 years I have gained and demonstrated the skills of communication as I have presented on numerous occasions to both large and small groups of people, I have meticulous record-keeping and organizational functions and effectively communicate and tactfully negotiate to resolve conflicts and achieve desired goals as a team member.

#### **LEADERSHIP**

Throughout my career, and past positions as a Construction craft Laborer, Certified Instructor, Safety Department head, City of Chicago Apprentice Supervisor, Apprentice Coordinator and current position as the Director of Apprenticeship, I have demonstrated management abilities in the performance of my job duties.

I uphold the policies and practices of the LIUNA Chicagoland Laborers District Council Training & Apprenticeship Fund United States Department of Labor, American National Standards Institute. International Accreditation Service, Council on Occupation Education.

I am a highly conscientious, self-motivated leader and detail minded I have dedicated the last 30 years to training and assisting others in their personal growth and development in which I have trained and directed students to perform work safely and effectively, I have provided training for Instructors, apprentice coordinators, and mentoring for training staff development. I have provided opportunities and changed many lives for the better through conducting outreach events such as job fairs and career fairs.

As A member of Laborers local 2 I have been in many elected positions as an Auditor and Recording secretary also held elected delegates positions over the years such as to the Illinois AFL-CIO convention delegate, and LIUNA Convention Delegate.

# JOB TITLE | COMPANY | DATES FROM - TO

Director of Apprenticeship 2021 to present

# **JOB TITLE | COMPANY | DATES FROM - TO**

Apprenticeship Coordinator 2018 to 2021

# **JOB TITLE | COMPANY | DATES FROM - TO**

City of Chicago Apprenticeship Supervisor CLTAF 2015 to 2021

# **JOB TITLE | COMPANY | DATES FROM - TO**

Safety Department head CLTAF 2014 to 2015

Instructor CLTAF January 1993 to 2018

Prior to January 1993 all work performed at the following Company's Was specific to Laborers work Under the Sewer and Water contract.

Construction craft union Laborer Arby Construction
Construction craft union Laborer Laser Construction

Construction craft union Laborer Dominick Fiordirosa Construction

# NOTICE OF APPOINTMENT

By virtue of the power vested in me under 70 ILCS 3615/3.01, as amended, I, Deborah A. Conroy, as Chair of the DuPage County Board, do hereby appoint John Retondo to be a Director on the Regional Transportation Authority (RTA) for a five-year term expiring July 1st, 2029.

I hereby certify this appointment this 9th day of July, 2024.

Deborah A. Conroy, Chair DuPage County Board



# **County Board Appointment**

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

# APPOINTMENT OF JOHN FENNELL TO THE YORKFIELD FIRE PROTECTION DISTRICT

WHEREAS, Deborah A. Conroy has submitted to the County Board her appointment of John Fennell to be a Trustee of the Yorkfield Fire Protection District; and

WHEREAS, such appointment requires the advice and consent of the County Board under 70 ILCS 705/4, as amended.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the County Board does hereby advise and consent to the appointment of John Fennell to be a Trustee of the Yorkfield Fire Protection District for a term ending April 30<sup>th</sup>, 2027; and

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

BE IT FURTHER RESOLVED that the County Clerk transmit certified copies of this resolution to: John Fennell; James Flynn, 15 W 555 Lexington Street, Elmhurst, IL 60126.

Enacted and approved this 9th of July, 2024 at Wheaton, Illinois.

	DEBORAH A. CONROY, CHAIR DU PAGE COUNTY BOARD
Attest:	
	AN KACZMAREK, COUNTY CLERK

Form Name: Submission Time: Browser: IP Address: Unique ID: DuPage County Application Form for Appointment June 20, 2024 1:42 pm Chrome 126.0.0.0 / Windows 76.150.72.62

Name of Board or Agency you are interested in appointment to

Yorkfield Fire Protection District

interested in appointment to	
Previous Board Experience	
Have you ever served on this Board or Agency before?	Yes
If yes, how long?	24 years
Personal Information	
Name	John Fennell Jr
Email	
Address	Elmhurst, IL 60126
Phone	
Upload resume (PDF or Word format)	https://dupagecounty-ktgfp.formstack.com/admin/download/file/165207493
Additional Information	
Please explain why you wish to serve as an appointee and share any unique qualifications or experience you feel you would bring to this agency.	I have been intimately involved in the fire protection of this community since 1971 and feel it is important to provide protection of the highest quality.
Are you a lobbyist registered with the State of Illinois?	No
Are you an elected official?	No
Are you currently employed or have an ownership interest in a company that conducts business with the government entity to which you are seeking an appointment?	No

Do you have any relatives who are
currently employed with the
governmental entity to which you are
seeking an appointment?

No

Conviction Information	
Have you ever been convicted of a criminal offense?	Yes
If yes, date and location:	2003? Wheaton
Nature of Conviction	Speeding
Disposition	Plead guilty received supervision
Submit Application	
Do you attest to the above?	Yes

# John J. Fennell Jr.

# Elmhurst, Illinois 60126



#### Education

Northern Illinois University College of Law

Juris Doctor, May 1990; Licensed Attorney November 1990-2018

DeKalb, IL

Lewis University

Lockport, IL

**B.A. Business Administration**, December 1976

College of DuPage

Glen Ellyn, IL.

**Associate Arts – Fire Science Technology**, June 1973

Computer Information Technology course of study 2017 to present

# **Work Experience**

Lewis University, Department of Justice, Law and Public Safety Studies

Lockport, IL

Adjunct Instructor August 2010 to 2015

Penn Foster College, Fire Science Program

Scranton, PA 18515

Adjunct Professor 2011 to 2015

# Office of the State Fire Marshal

Springfield/Chicago, IL.

Chief Legal Counsel March 15, 2005 to April 1, 2010

Responsible for legal analysis, advice and management decisions regarding personnel hiring, compensation, benefits, insurance, and assignment. Legal issues regarding code enforcement, underground and aboveground hazardous materials storage, arson investigation, boiler safety act, elevator safety act, firefighter training, carbon monoxide detector act, and the fire safe cigarette act. The responsibilities included management of appeal hearings, representing the agency in administrative hearings, management of outside counsel, and interagency cooperation. Responsible for drafting and review of Procurement Contracts and development of RFP Documents. Negotiated union agreements and grievances. Responsible for investigation and discipline of employees in the office. Coordinated seminars and was the legal issues instructor for the state-wide fire officer seminars in Illinois.

# College of DuPage

Glen Ellyn, IL.

Assistant Coordinator 2004 to 2005

Fire Science Instructor 1979 to Present

Assistant Coordination of classes and instructors for Fire Science Program, Instructor for Fire Officer I and II Classes, Fire Inspection, Fire prevention, building code enforcement to name some of the courses taught over the years. Review and drafting of Procurement documents for the program

# Kubiesa Spiroff Gosselar & Acker, P.C.

Elmhurst, IL

Associate Attorney: 2000 to 2004

Practice Areas include: Local Government, Pension, Employment, Assistant Village Prosecutor, Real Estate, Estate Planning, Probate, Code Enforcement, and lecturer for Employment Discrimination Seminars. Village Prosecutor for 5 villages. Represented villages and pension boards generally and individual firefighters in disability hearings. Coordinated the drafting and review of contracts, ordinances, and resolutions for pension boards.

# Ottosen Trevarthen Britz Kelly & Cooper, Ltd.

Wheaton, IL.

Associate Attorney 1992 to 2000

Practice Areas include: Local Government, Pension, Code Enforcement, Employment, Administrative Hearing Officer Village of Justice, and contract work for the State Appellate Prosecutor's Office. Lecturer for Employment Discrimination Seminars. Represented pension boards, villages, fire protection districts. Coordinated drafting and review of contracts, ordinances, and resolutions. Sexual Harassment Training for Fire Departments

# City of Elmhurst – Fire Department

Elmhurst, IL

Firefighter 1971 – 1979, Lieutenant 1979 – 1986, Captain 1986 – 1990, Fire Chief 1990-1998

Responsible for Command and Control of Emergency operations. Administrative duties including personnel assignment, compensation, planning, and strategic placement of emergency response capabilities also investigation of injury claims. Supervised Emergency Management program for the City. Supervised Fire Prevention inspections and enforcement, Building Department Director, Author of complete rewrite of the City Building and Fire Prevention Codes, Chief Fire Investigator, Training Officer, Shift Commander, Mine Rescue Team Coordinator, and Emergency Command Center Coordinator, Administration, Contract Negotiation, City Council Liaison and Special Projects as directed by the City Manager. Development and drafting of Procurement documents for Fire Department contracts and for Fire Pension fund investment contracts.

## Carol Stream Fire Protection District

Carol Stream, IL.

Firefighter 1973-1974, Lieutenant 1974-1976

Deputy Administrator, Shift Commander, Fire Prevention Bureau Director, Author of the Village Fire Prevention Code and Training Officer. Purchasing and procurement duties.

# **Military Service**

US Army Security Agency – Korea 1968 - 1969

Top Secret Cryptography Security Clearance

# **Certifications**

Licensed Attorney – Illinois, November, 1990 to 2018. State Supreme Court and Federal Courts. Fire Officer II, Instructor IV NIMS 100, 200, 700, 800 Certified

# **Organizations**

Illinois Fire Chief's Association, 2010-2024 Retired
Director Illinois Fire Chief's Association Foundation
Director Illinois Fire Inspector's Association
DuPage County Fire Chief's Association, Treasurer and President
Illinois Bar Association
DuPage Bar Associatio
Illinois Pension Laws Commission
Yorkfield Fire Protection District, 1999 to
present. President, Treasurer
Elmhurst Rotary Club

# **Accomplishments**

Coauthor of Legal Chapter for Jones and Bartlett Fire Officer Text Book. Coauthor of Legal section of Ill. Fire Chief's Senior Officers seminars. Author/Adjunct Instructor of Penn Foster College, "Law for Fire Officer" Fire Officer course.

Author and manage the adoption of the 1979/80 edition and the 1996 edition of the City of Elmhurst Building and Fire Prevention Codes. Author and manage the adoption of the 1974/75 edition of the Village of Carol Stream Fire Prevention Code.

Instructing building code/fire prevention code enforcement, inspection and building plan review courses for College of Du Page and the Illinois Fire Inspectors.

Supervision of the Emergency Operation Center during the 1987 flood incident. Member of the MABAS Administrative Mutual Aid Support team.

Operations Committee for DuPage County Emergency Communications (combined county Police and Fire emergency dispatch). Developed initial operations policies, amendments to the policies and member of the Board of Directors on and off from 1974 to 1998.

Office of the State Fire Marshal: Development of Administrative Rules for Fire Prevention, Elevator Safety, Boiler Safety, Fire Works, Carbon Monoxide detectors, Grant programs, and intergovernmental agreements. Responsibility for Budget, employee discipline, intergovernmental cooperation, Office policies and procedures under 4 Fire Marshals.

# **References Available on Request**

NOTICE OF APPOINTMENT

By virtue of the power vested in me under 70 ILCS 705/4, as amended, I, Deborah A.

Conroy, as presiding officer of the DuPage County Board, do hereby appoint John Fennell to be

a Trustee of the Yorkfield Fire Protection District for a term ending April 30<sup>th</sup>, 2027.

I hereby submit his appointment to the County Board for its advice and consent this 9th

day of July, 2024.

Deborah A. Conroy, Chair

DuPage County Board

284

# Authorization to Travel





**File #: 24-1948 Agenda Date:** 7/9/2024 **Agenda #:** 8.E.



# **DuPage County Overnight Business Travel Request Form**

# **Elected Officials Subject to 50 ILCS 150/15**

This form is used to request advance approval for overnight travel reimbursement by Elected Officials subject to 50 ILCS 150/15. After travel is completed, a separate Overnight Business Travel Report Form must be completed and submitted to receive reimbursement for travel expenses.

Do not use this form for travel that does not include an overnight stay. Advance approval is not required for travel that does not include an overnight stay. Please note that for Elected Officials subject to 50 ILCS 150/15, mileage reimbursement is only available for trips to a destination outside DuPage County. Also, non-overnight travel meal reimbursement requires approval by a roll call vote of the County Board.

Written documentation is not required for approval prior to travel. However, complete itemized documentation is required for reimbursement after travel as required by 50 ILCS 150/15.

Please review the County's Business Travel Expense Policy before completing this form.

The County's Business Travel Expense Policy: ["Yes"]

**Employee Name:** 

Empolyee Email Address: @dupagecounty.gov

# **Description of the Requested Business Travel**

Description of conference, training or other events including location and County business purpose:

Traveling to Tampa Florida from July 11, 2024 to July 16, 2024 for the 2024 Annual NACo Conference.

Start date of conference, training or other out of town event: Jul 11, 2024 End date of conference, training or other out of town event: Jul 16, 2024

Requested travel date - departure: Jul 11, 2024 Requested travel date - return: Jul 16, 2024

If travel dates extend before or after the dates related to the purpose of travel, explain why the additional

travel days are necessary: Is traveling within the Conference dates.

# Estimate of costs for the requested business travel

Budget Account Code: 1000-1001-

**Registration Fees** 

Registration fees for conference, training or event: \$530

Form of Payment: Invoiced to county

# **Estimated Transportation Cost**

Estimated Transportation Cost to and from Location of Conference, Training or other out of town event. Identify method of travel such as airline, train, County vehicle, personal vehicle, rental vehicle or other and state total estimated cost. Include all ground transportation expense to and from the event, including parking.

Estimated transportation cost to and from location: \$ 358

Describe methods of transportation to and from location: Roundtrip airfare

**Rental Vehicle request:** 

Provide estimated rental car cost: \$ Describe reason(s) for vehicle rental:

**Business Travel Expense Policy - Supplemental Insurance:** 

# Estimated Lodging Costs at Location of Conference, Training or Other Out of Town Event

**Total Estimated Lodging Costs:** \$1223

**Description of lodging needs, including number of nights and cost per night:** Hotel stay for 5 nights at \$189.00/night.

# **Meal Per Diem Policy**

See Business Travel Expense Policy Section 6.0 regarding meal per diems. Individual meals, including room service, are not reimbursable and meal receipts are not required or accepted. Tips are included in the per diem and are not reimbursable. Per diems are paid at 100% of applicable GSA CONUS rates for non-travel days and at 75% of applicable GSA CONUS rates for the travel day at the beginning of the trip and the travel day for returning from the trip.

See the per diem rates at <a href="https://www.gsa.gov/travel/plan-book/per-diem-rates">https://www.gsa.gov/travel/plan-book/per-diem-rates</a>.

Estimate total per diem expenses: \$302

# **Estimated Miscellaneous or Other Expenses Related to Business Travel**

**Estimate additional expenses:** \$0

Describe expected additional expenses:

Estimated total cost of the requested Overnight Business Travel: \$2413

# **Confirmation and Submission**

By typing my name below, I certify that the information provided herein accurately describes the proposed business travel and that the requested travel expenses are my best estimate of all costs and expenses related to this travel. I understand that I am an Elected Official subject to 50 ILCS 150/15 and therefore payment or reimbursement of expenses for travel, meals, and lodging requires approval of the County Board by roll call vote.

**Elected Official Name:** 

www.dupagecounty.gov

# Finance Resolution



File #: FI-R-0112-24 Agenda Date: 7/2/2024 Agenda #: 9.A.

# ACCEPTANCE AND APPROPRIATION OF THE ILLINOIS HOME WEATHERIZATION ASSISTANCE PROGRAM STATE GRANT PY25 INTER-GOVERNMENTAL AGREEMENT NO. 25-251028 COMPANY 5000 - ACCOUNTING UNIT 1490 \$426,227

(Under the administrative direction of the Community Services Department)

WHEREAS, the County of DuPage has been notified by the Illinois Department of Commerce and Economic Opportunity that grant funds in the amount of \$426,227 (FOUR HUNDRED TWENTY-SIX THOUSAND, TWO HUNDRED TWENTY-SEVEN AND NO/100 DOLLARS) are available to be used to assist in the weatherization of homes of low-income DuPage County residents; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Inter-Governmental Agreement No. 25-251028 with the Illinois Department of Commerce and Economic Opportunity, a copy of which is attached to and incorporated as a part of this resolution by reference (ATTACHMENT II); and

WHEREAS, the period of the grant agreement is from June 1, 2024 through September 30, 2025; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the Inter-Governmental Agreement No. 25-251028 (ATTACHMENT II) between DuPage County and Illinois Department of Commerce and Economic Opportunity is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (ATTACHMENT I) in the amount of \$426,227 (FOUR HUNDRED TWENTY-SIX THOUSAND, TWO HUNDRED TWENTY-SEVEN AND NO/100 DOLLARS) be made to establish the Illinois Home Weatherization Assistance Program State Grant PY25, Company 5000 - Accounting Unit 1490, for period June 1, 2024 through September 30, 2025; and

File #: FI-R-0112-24	Agenda Date: 7/2/2024	Agenda #: 9.A.
BE IT FURTHER RESO is approved as the County's Au	OLVED by the DuPage County Board that the thorized Representative; and	he Director of Community Services
	OLVED that should state and/or federal fund w the need for continuing the specified progra	
	OLVED that should the Human Services Comecommend action to the County Board by res	
Enacted and app	roved this 9 <sup>th</sup> day of July, 2024 at Wheaton, I	Illinois.
		DEBORAH A. CONROY, CHAIR DU PAGE COUNTY BOARD
	Attest:	
	JEAN I	KACZMAREK, COUNTY CLERK

#### ATTACHMENT I

# ACCEPTANCE AND APPROPRIATION TO ESTABLISH THE ILLINOIS HOME WEATHERIZATION ASSISTANCE PROGRAM STATE GRANT PY25 INTER-GOVERNMENTAL AGREEMENT NO. 25-251028 COMPANY 5000 – ACCOUNTING UNIT 1490 \$426,227

	41400-0006 - State Operating Grant - IDCEO	\$ 426,227	-	
TOTAL	ANTICIPATED REVENUE		\$	426,227
<u>EXPENI</u>	<u>DITURES</u>			
PERSON	NNEL			
	50000-0000 - Regular Salaries 51010-0000 - Employer Share I.M.R.F. 51030-0000 - Employer Share Social Security 51040-0000 - Employee Med & Hosp Insurance	\$ 103,068 8,472 7,885 12,928	_	
	TOTAL PERSONNEL		\$	132,353
COMMO	ODITIES			,
	52200-0000 - Operating Supplies & Materials	\$ 122	-	
	TOTAL COMMODITIES		\$	122
CONTR	ACTUAL			
	53090-0000 - Other Professional Services 53100-0000 - Auto Liability Insurance 53260-0000 - Wireless Communication Svc 53380-0000 - Repair & Mtce Auto Equipment 53800-0001 - Copier Usage	\$ 290,466 1,068 873 873 138	_	
	TOTAL CONTRACTUAL		\$	293,418
CAPITA	L			
	54100-0700 - IT Equipment - Capital Lease	\$ 334	-	
	TOTAL CAPITAL		\$	334
TOTAL	ADDITIONAL APPROPRIATION		\$	426,227



#### **GRANT AGREEMENT**

#### **BETWEEN**

# THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY AND

#### **DuPage County**

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

#### PART ONE - The Uniform Terms

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

PART TWO - Grantor-Specific Terms

PART THREE - Project-Specific Terms

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

# ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY

#### **DUPAGE COUNTY**

		Signature on	ı File
Ву:		_ By	
Signature of Kristin A. Richard	ls, Director		horized Representative
Date:		Date:	6/14/24
Ву:		Printed Name:	Mary A Keating
Signature of Designee		Printed Title:	Executive Director
Date:		Email:	Mary.Keating@dupageco.org
Printed Name:			
Printed Title:	Designee		
	_		
By: Signature of Second Grantor A	Approver, if applicable		ond Grantee Approver, if applicable
Date:		Date:	
Printed Name:		Printed Name:	
Printed Title:		Printed Title:	
Se	cond Grantor Approver		Second Grantee Approver (optional at Grantee's discretion)
Ву:			
Signature of Third Grantor App	prover, if applicable		
Date:			
Printed Name:			
Printed Title:	Third Grantor Approver		
	Illia dialitoi Appiover		

#### PART ONE - THE UNIFORM TERMS

#### ARTICLE I DEFINITIONS

1.1. <u>Definitions</u>. 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 III. Admin. Code 7000.30.

"Budget" has the same meaning as in 44 III. Admin. Code 7000.30.

"Catalog of State Financial Assistance" or "CSFA" has the same meaning as in 44 III. 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 III. 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 III. Admin. Code 7000.30.

"Financial Assistance" has the same meaning as in 44 III. Admin. Code 7000.30.

"GATU" has the same meaning as in 44 III. Admin. Code 7000.30.

"Grant Agreement" has the same meaning as in 44 III. 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 III. Admin. Code 7000.30.

"Indirect Costs" has the same meaning as in 44 III. 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 III. Admin. Code 7000.30.

"Obligations" has the same meaning as in 44 III. Admin. Code 7000.30.

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

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

State of Illinois GRANT AGREEMENT FISCAL YEAR 2024 Page 3 of 43 "Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with the term "net revenue."

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

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

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

"SAM" means the federal System for Award Management (SAM), the federal repository into which an entity must provide information required for the conduct of business as a recipient.

"State Grantee Compliance Enforcement System" means the statewide framework for State agencies to manage occurrences of non-compliance with Award requirements.

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

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

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

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

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

# ARTICLE II AWARD INFORMATION

- 2.1. <u>Term.</u> This Agreement is effective on **06/01/2024** and expires on **09/30/2025** (the Term), unless terminated pursuant to this Agreement.
- 2.2. <u>Amount of Agreement</u>. Grant Funds must not exceed \$426,227.00, of which \$0.00 are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

State of Illinois GRANT AGREEMENT FISCAL YEAR 2024 Page 4 of 43 2.3. <u>Payment</u>. Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**):

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

#### Reimbursement

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

2.4. <u>Award Identification Numbers</u>. If applicable, the Federal Award Identification Number (FAIN) is N/A, the federal awarding agency is N/A, and the Federal Award date is N/A. If applicable, the Assistance Listing Program Title is N/A and Assistance Listing Number is N/A. The Catalog of State Financial Assistance (CSFA) Number is 420-70-0087 and the CSFA Name is Weatherization Assistance for Low-Income Persons. If applicable, the State Award Identification Number (SAIN) is 87-51334.

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

	Individual	Pharmacy-Non Corporate
	Sole Proprietorship	Pharmacy/Funeral Home/Cemetery Corp.
	Partnership	Tax Exempt
E4	Corporation (includes Not For Profit)	Limited Liability Company (select applicable tax
	Medical Corporation	classification)
X	Governmental Unit	P = partnership
	Estate or Trust	C = corporation
		· · · · · · · · · · · · · · · · · · ·

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

3.3. <u>Compliance with Uniform Grant Rules</u>. 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 III. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds

State of Illinois GRANT AGREEMENT FISCAL YEAR 2024 Page 5 of 43 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. <u>Specific Certifications</u>. 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.).

State of Illinois GRANT AGREEMENT FISCAL YEAR 2024 Page 6 of 43

- (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.
- (I) 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.).

State of Illinois GRANT AGREEMENT FISCAL YEAR 2024 Page 7 of 43 (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. <u>Pre-Award Costs</u>. Pre-award costs are not permitted unless specifically authorized by Grantor in <u>Exhibit A</u>, <u>PART TWO</u> or <u>PART THREE</u> of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by Grantor. 2 CFR 200.458.
- 4.3. Return of Grant Funds. Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in PART TWO OR PART THREE.
- 4.4. <u>Cash Management Improvement Act of 1990</u>. Unless notified otherwise in <u>PART TWO</u> or <u>PART THREE</u>, 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 III. 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.

State of Illinois GRANT AGREEMENT FISCAL YEAR 2024 Page 8 of 43

- (a) All interest earned on Grant Funds held by a Grantee will be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in <u>PART TWO</u> or <u>PART THREE</u>. Grantee must remit annually any amount due in accordance with 2 CFR 200.305(b)(9) or to Grantor, as applicable.
- (b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).
- 4.8. <u>Timely Billing Required</u>. 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, <u>PART TWO</u>, or <u>PART THREE</u>. 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. <u>Certification</u>. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

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

# ARTICLE V SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

- 5.1. Scope of Award Activities/Purpose of Award. Grantee must perform as described in this Agreement, including as described in Exhibit A (Project Description), Exhibit B (Deliverables or Milestones), and Exhibit D (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 III. 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. <u>Scope Revisions</u>. Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 III. 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. <u>Specific Conditions</u>. If applicable, specific conditions required after a risk assessment are included in <u>Exhibit E</u>. Grantee must adhere to the specific conditions listed therein. 44 III. Admin. Code 7000.340(e).

State of Illinois GRANT AGREEMENT FISCAL YEAR 2024 Page 9 of 43

#### ARTICLE VI BUDGET

- 6.1. <u>Budget</u>. 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. <u>Budget Revisions</u>. 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. <u>Notification</u>. 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 III. Admin. Code 7000.420(e).
  - (i) Waived and de minimis Indirect Cost Rate elections will remain in effect until Grantee elects a different option.
- (b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:
  - (i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,
  - (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,
  - (iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
  - (iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.
- (c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

State of Illinois GRANT AGREEMENT FISCAL YEAR 2024 Page 10 of 43

- (d) A grantee who does not have a current negotiated rate, may elect to charge a de minimis rate of 10% of Modified Total Direct Cost which may be used indefinitely. No documentation is required to justify the 10% de minimis Indirect Cost Rate. 2 CFR 200.414(f).
- 7.3. <u>Transfer of Costs</u>. 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. <u>Commercial Organization Cost Principles</u>. 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. <u>Financial Management Standards</u>. The financial management systems of Grantee must meet the following standards:
  - (a) Accounting System. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.
  - (b) **Source Documentation**. Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.
    - (i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.
    - (ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in <u>PART TWO</u>, <u>PART THREE</u> or <u>Exhibit E</u> of the requirement to submit personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.
    - (iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.
    - (iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.
  - (c) Internal Control. Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

State of Illinois GRANT AGREEMENT FISCAL YEAR 2024 Page 11 of 43

- (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. <u>Profits</u>. 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. <u>Management of Program Income</u>. Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

#### ARTICLE VIII LOBBYING

- 8.1. <u>Improper Influence</u>. 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. <u>Federal Form LLL</u>. 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. <u>Lobbying Costs.</u> 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. <u>Procurement Lobbying.</u> 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. <u>Subawards</u>. 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. <u>Certification</u>. 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.

State of Illinois GRANT AGREEMENT FISCAL YEAR 2024 Page 12 of 43

# 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 III. 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. <u>Failure to Maintain Books and Records</u>. Failure to maintain books, records and supporting documentation, as described in this ARTICLE, establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.
- 9.4. <u>Monitoring and Access to Information</u>. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in <u>PART TWO</u> or <u>PART THREE</u>.

# ARTICLE X FINANCIAL REPORTING REQUIREMENTS

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in PART TWO or PART THREE. Grantee must submit quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee due to the funding source or pursuant to specific award conditions. 2 CFR 200.208. Any report required by 30 ILCS 708/125 may be detailed in PART TWO or PART THREE.

#### 10.2. Financial Close-out Report.

- (a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in <u>PART TWO</u> or <u>PART THREE</u>, 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 III. Admin. Code 7000.450.

State of Illinois GRANT AGREEMENT FISCAL YEAR 2024 Page 13 of 43 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 III. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in Exhibit D, PART TWO or PART THREE at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in PART TWO, PART THREE, or Exhibit E pursuant to specific award conditions. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.329.
- 11.2. <u>Performance Close-out Report</u>. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in <u>PART TWO</u> or <u>PART THREE</u>, 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 III. Admin. Code 7000.440(b).
- 11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in PART TWO or PART THREE of this Agreement.

# ARTICLE XII AUDIT REQUIREMENTS

- 12.1. <u>Audits</u>. 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 III. 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 III. 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.

State of Illinois GRANT AGREEMENT FISCAL YEAR 2024 Page 14 of 43

- (b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.
  - (c) The CYEFR must follow a format prescribed by Grantor.

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

- (a) This Paragraph applies to Grantees that are not "for-profit" entities.
- (b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 III. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.
- (c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in federal Awards, Grantee is subject to the following audit requirements:
  - (i) If, during its fiscal year, Grantee expends \$500,000 or more in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in <u>PART TWO</u>, <u>PART THREE</u> or <u>Exhibit E</u> based on Grantee's risk profile.
  - (ii) If, during its fiscal year, Grantee expends less than \$500,000 in State-issued Awards, but expends \$300,000 or more in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).
  - (iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 III. 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 III. 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. <u>"For-Profit" Entities.</u>

- (a) This Paragraph applies to Grantees that are "for-profit" entities.
- (b) Program-Specific Audit. If, during its fiscal year, Grantee expends \$750,000 or more in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 III. Admin. Code 7000.90 and the current GATA audit manual, and

State of Illinois GRANT AGREEMENT FISCAL YEAR 2024 Page 15 of 43 must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

- (c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.
- (d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.
- 12.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.
- 12.6. <u>Delinquent Reports</u>. When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

# ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

#### 13.1. Termination.

- (a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.
- (b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).
  - (c) This Agreement may be terminated, in whole or in part, by Grantor:
    - (i) Pursuant to a funding failure under Paragraph 4.1;
  - (ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or
  - (iii) If the Award no longer effectuates the Program goals or agency priorities as set forth in **Exhibit A**, **PART TWO** or **PART THREE**.
- 13.2. <u>Suspension</u>. 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

State of Illinois GRANT AGREEMENT FISCAL YEAR 2024 Page 16 of 43 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. <u>Non-compliance</u>. 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 III. Admin. Code 7000.80 and 7000.260.
- 13.4. <u>Objection</u>. 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. <u>Close-out of Terminated Agreements</u>. 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. <u>Subcontracting/Subrecipients/Delegation</u>. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

State of Illinois GRANT AGREEMENT FISCAL YEAR 2024 Page 17 of 43

- 14.2. <u>Application of Terms</u>. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b)(2).
- 14.3. <u>Liability as Guaranty</u>. 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. <u>Failure to Provide Notification</u>. 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. <u>Notice of Impact</u>. 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. <u>Effect of Failure to Provide Notice</u>. 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

State of Illinois GRANT AGREEMENT FISCAL YEAR 2024 Page 18 of 43

- 17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.113; 30 ILCS 708/35.
- 17.2. <u>Prohibited Payments</u>. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.
- 17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

### ARTICLE XVIII EQUIPMENT OR PROPERTY

- 18.1. <u>Purchase of Equipment</u>. 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. <u>Prohibition against Disposition/Encumbrance</u>. 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 <u>PART TWO</u> or <u>PART THREE</u> and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.
- 18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.
- 18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.
- 18.5. <u>Domestic Preferences for Procurements</u>. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Grantee must, to the greatest extent practicable under this Award, provide a

State of Illinois GRANT AGREEMENT FISCAL YEAR 2024 Page 19 of 43 preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

# ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

- 19.1. <u>Promotional and Written Materials.</u> Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee must obtain Prior Approval for the use of those funds (2 CFR 200.467) and must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.
- 19.2. <u>Prior Notification/Release of Information</u>. 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. <u>Maintenance of Insurance</u>. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in <u>PART TWO</u> or <u>PART THREE</u>.
- 20.2. <u>Claims</u>. 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. <u>Indemnification and Liability</u>.

(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

State of Illinois GRANT AGREEMENT FISCAL YEAR 2024 Page 20 of 43 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. <u>Gift Ban</u>. 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. <u>Assignment Prohibited</u>. 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. <u>Copies of Agreements upon Request</u>. 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. <u>Amendments</u>. 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. <u>Severability</u>. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.
- 22.6. <u>No Waiver</u>. 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. <u>Applicable Law; Claims</u>. 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. <u>Compliance with Law.</u> This Agreement and Grantee's Obligations and services hereunder must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 III. 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. <u>Compliance with Freedom of Information Act</u>. 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).

State of Illinois GRANT AGREEMENT FISCAL YEAR 2024 Page 21 of 43

#### 22.10. Precedence.

- (a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between <a href="PART TWO">PART TWO</a> or <a href="PART THREE">PART THREE</a> of this Agreement, <a href="PART TWO">PART THREE</a> of this Agreement, <a href="PART TWO">PART TWO</a> 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 <a href="PART TWO">PART THREE</a>, and in such cases, those requirements control.
- 22.11. <u>Illinois Grant Funds Recovery Act</u>. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.
- 22.12. <u>Headings</u>. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.
- 22.13. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.
- 22.14. <u>Attorney Fees and Costs</u>. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.
- 22.15. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 III. 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 III. Admin. Code 7000.440.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

#### **EXHIBIT A**

#### PROJECT DESCRIPTION

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

#### AUTHORITY:

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

The purpose of this authority is as follows:

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

#### PROJECT DESCRIPTION:

Through the Illinois Home Weatherization Assistance Program ("IHWAP"), Grantor will assist low-income residents conserve fuel and defray rising costs of energy. Grantee (as defined below) will weatherize homes in an effective and efficient manner that will utilize the available Grant Funds.

Funds will be allocated to the Grantee to administer the IHWAP on a local level, completing weatherization of homes and providing IHWAP-related services for low-income families in Illinois. Grantee must comply with all IHWAP requirements, policies and procedures as set forth by Grantor including, but not limited to, IHWAP program manuals, procedure and technical assistance memoranda, other written directives such as monitoring field visit letters, and any other related guidance.

#### **Program Objective**

Grantee must use Grant Funds provided under this Agreement for the IHWAP to develop and implement a weatherization program to assist low-income Illinois residents conserve fuel and defray rising costs of energy as prescribed in Exhibits A and B, herein. For carrying out such program objectives, the total compensation and reimbursement payable by Grantor to the Grantee shall not exceed the amount specified in the Budget (Attachment A), and Grantor shall distribute/pay Grant Funds to the Grantee in compliance with the Budget. The Grantee agrees to perform the activities as outlined in Exhibits A and B, herein in accordance with the Energy Assistance Act (305 ILCS 20/1 et seq.), the Illinois Administrative Rules (47 Ill Admin. Code Part 100) and the Weatherization Assistance Program for Low-Income Persons (42 U.S.C. § 6861 et seq.).

#### **EXHIBIT B**

#### **DELIVERABLES OR MILESTONES**

Grantee will complete the tasks required by the IHWAP, including but not limited to:

- 1. Conducting outreach to recruit eligible clients;
- 2. Reviewing and completing applications;
- 3. Performing home assessments;
- 4. Hiring contractors to perform health and safety & energy conservation measures;
- 5. Performing final inspections to ensure compliance with weatherization requirements/standards and closing weatherization jobs; and
- 6. Completing all billing/reporting paperwork.

#### **EXHIBIT C**

#### CONTACT INFORMATION

#### **CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:**

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

#### FOR OFFICIAL GRANT NOTIFICATIONS

#### **GRANTOR CONTACT**

#### **GRANTEE CONTACT**

Name:

Kristin A. Richards

Name:

Mary A Keating

Title:

Director

Title:

**Executive Director** 

Address: 60

607 E. Adams St.

Springfield, IL 62701

Address:

421 North County Farm Road Wheaton, IL 60187-3978

#### **GRANTEE PAYMENT ADDRESS**

(If different than the address above)

Address:

N/A

#### FOR GRANT ADMINISTRATION

#### **GRANTOR CONTACT**

Name: Megan Maletich

Title: Address: Grant Manager 607 E. Adams St.

Springfield, IL 62701

Phone:

217-970-0910

TTY#: Email (800) 785-6055

megan.e.maletich@illinois.gov

Address:

**GRANTEE CONTACT** 

Name: Title: Mary A Keating Executive Director

. . .

Address:

421 North County Farm Road Wheaton, IL 60187-3978

Phone:

630-407-6457

TTY#:

N/A

Email Address: Mary.Keating@dupageco.org

State of Illinois GRANT AGREEMENT FISCAL YEAR 2024 Page 25 of 43

GRANTEE DESIGNEES	
The following are designated as	Authorized Designee(s) for the Grantee (See PART TWO, ARTICLE XXIII):
Authorized Designee: Authorized Designee Title: Authorized Designee Phone: Authorized Designee Email:	Ging Strufts f- Almed  ALM: MSTEATOR  632-407 4 444  Gina, Struffus edupage county: 50V  Signature on File  Authorized Designee Signature: Signature on File  Authorized Signatory Approval
Authorized Designee: Authorized Designee Title: Authorized Designee Phone:	
Authorized Designee Email:	
	Authorized Designee Signature:
	Authorized Signatory Approval:
GRANTOR CONTACT FOR AUDIT	OR CONSOLIDATED YEAR-END FINANCIAL REPORTS QUESTIONS—AUDIT UNIT
Email: <u>externalaudit</u>	unit@illinois.gov
GRANTOR CONTACT FOR FINAN	ICIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT
Name: James Kanter	
Email: james.f.kante	er@illinois.gov
Phone: 000-000-0000	)
Fax#: N/A	
Address: 607 E. Adams Springfield, IL	

State of Illinois GRANT AGREEMENT FISCAL YEAR 2024 Page 26 of 43

#### **EXHIBIT D**

#### PERFORMANCE MEASURES AND STANDARDS

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

- Production Status versus Production Plan: How many projects are completed compared to the Grantee's production plan? (WeatherWorks Tracker)
- Completed Units
- Work Order Printed Units
- Approved Status Units
- Percentage of Grant Funds expended

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

#### **EXHIBIT E**

#### SPECIFIC CONDITIONS

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

No Specific Conditions.

#### PART TWO - GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in <u>PART ONE</u>, Grantor has the following additional requirements for its Grantee:

### ARTICLE XXIII AUTHORIZED SIGNATORY

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

### ARTICLE XXIV ADDITIONAL AUDIT PROVISIONS

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

# ARTICLE XXV ADDITIONAL MONTORING PROVISIONS

- 25.1. Access to Documentation. The Award will be monitored for compliance in accordance with the terms and conditions of this Agreement, together with appropriate programmatic rules, regulations, and/or guidelines that the Grantor promulgates or implements. The Grantee must permit any agent authorized by the Grantor, upon presentation of credentials, in accordance with all methods available by law, full access to and the right to examine any document, papers and records either in hard copy or electronic format, of the Grantee involving transactions relating to this Award.
- 25.2. Cooperation with Audits and Inquiries, Confidentiality. Pursuant to ARTICLE IX, above, the Grantee is obligated to cooperate with the Grantor and other legal authorities in any audit or inquiry related to the Award. The Grantor or any other governmental authority conducting an audit or inquiry may require the Grantee to keep confidential any audit or inquiry and to limit internal disclosure of the audit or inquiry to those Grantee personnel who are necessary to support the Grantee's response to the audit or inquiry. This confidentiality requirement does not limit Grantee's right to discuss an audit or inquiry with its legal counsel. If a third party seeks to require the Grantee, pursuant to any law, regulation, or legal process, to disclose an audit or inquiry that has been deemed confidential by the Grantor or other governmental authority, the Grantee must promptly notify the entity that is conducting the audit or inquiry of such effort so that the entity that is conducting the audit or inquiry may seek a protective order, take other appropriate action, or waive compliance by the Grantee with the confidentiality requirement.

# ARTICLE XXVI ADDITIONAL INTEREST PROVISIONS

State of Illinois GRANT AGREEMENT FISCAL YEAR 2024 Page 29 of 43 26.1. Interest Earned on Grant Funds. Interest earned on Grant Funds in an amount up to \$500 per year may be retained by the Grantee for administrative expenses unless otherwise provided in PART THREE. Any additional interest earned on Grant Funds above \$500 per year must be returned to the Grantor pursuant to Paragraphs 4.3 and 29.2 herein, or as otherwise instructed by the Grant Manager or as set forth in PART THREE. All interest earned must be expended prior to Grant Funds. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Grantor as described in Paragraphs 4.3 and 29.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Grantor as provided in ARTICLE X herein. If applicable, the Grantor will remit interest earned and returned by Grantee to the U.S. Department of Health and Human Services Payment Management System through the process set forth at 2 CFR 200.305(b)(9), or as otherwise directed by the federal awarding agency. The provisions of this Paragraph are inapplicable to the extent any statute, rule or program requirement provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in PART THREE.

### ARTICLE XXVII ADDITIONAL BUDGET PROVISIONS

27.1. <u>Restrictions on Line Item Transfers</u>. Unless set forth otherwise in <u>PART THREE</u> herein, Budget line item transfers within the guidelines set forth in paragraph 6.2 herein, which would not ordinarily require approval from Grantor, but vary more than ten percent (10%) of the current approved Budget line item amount, are considered changes in the project scope and require Prior Approval from Grantor pursuant to 44 III. Admin. Code 7000.370(b).

# ARTICLE XXVIII ADDITIONAL REPRESENTATIONS AND WARRANTIES

- 28.1. <u>Grantee Representations and Warranties</u>. In connection with the execution and delivery of this Agreement, the Grantee makes the following representations and warranties to Grantor:
  - (a) That it has no public or private interest, direct or indirect, and will not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Grantee's services and obligations under this Agreement;
  - (b) That no member of any governing body or any officer, agent or employee of the State, has a personal financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted by applicable statute, regulation or ordinance;
  - (c) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;
  - (d) That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel:
    - (i) Are not presently declared ineligible or voluntarily excluded from contracting with any federal or State department or agency;
    - (ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of federal or state antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;

State of Illinois GRANT AGREEMENT FISCAL YEAR 2024 Page 30 of 43

- (iii) Are not presently indicted for, or otherwise criminally or civilly charged, by a government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (ii) of this certification; and
- (iv) Have not had, within a three (3)-year period preceding this Agreement, any judgment rendered in an administrative, civil or criminal matter against the Grantee, or any entity associated with its principals or key personnel, related to a grant issued by any federal or state agency or a local government.

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

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

#### ARTICLE XXIX

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

- 29.1. <u>Remedies for Non-Compliance</u>. If Grantor suspends or terminates this Agreement pursuant to ARTICLE XIII herein, Grantor may also elect any additional remedy allowed by law, including, but not limited to, one or more of the following remedies:
  - (a) Direct the Grantee to refund some or all of the Grant Funds disbursed to it under this Agreement; and
  - (b) Direct the Grantee to remit an amount equivalent to the "Net Salvage Value" of all equipment or materials purchased with Grant Funds provided under this Agreement. For purposes of this Agreement, "Net Salvage Value" is defined as the amount realized, or that the Parties agree is likely to be realized from, the sale of equipment or materials purchased with Grant Funds provided under this Agreement at its current fair market value, less selling expenses.
- 29.2. <u>Grant Refunds</u>. In accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.*, the Grantee must, within forty-five (45) days of the effective date of a termination of this Agreement, refund to Grantor, any balance of Grant Funds not spent or not obligated as of that date.
- 29.3. <u>Grant Funds Recovery Procedures</u>. In the event that Grantor seeks to recover from Grantee Funds received pursuant to this Award that: (i) Grantee cannot demonstrate were properly spent, or (ii) have not been expended or legally obligated by the time of expiration or termination of this Award, the Parties agree to follow the procedures set forth in the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.* (GFRA), for the recovery of Grant Funds, including the informal and formal hearing requirements. All remedies available in Section 6 of the GFRA will apply to these proceedings. The Parties agree that Grantor's Administrative Hearing Rules (56 III. Admin. Code Part 2605) and/or any other applicable hearing rules shall govern these proceedings.
- 29.4. <u>Grantee Responsibility</u>. Grantee will be held responsible for the expenditure of all Grant Funds received through this Award, whether expended by Grantee or a subrecipient or contractor of Grantee. Grantor may

State of Illinois GRANT AGREEMENT FISCAL YEAR 2024 Page 31 of 43 seek any remedies against Grantee permitted pursuant to this Agreement and 2 CFR 200.339 for the action of a subrecipient or contractor of Grantee that is not in compliance with the applicable statutes, regulations or the terms and conditions of this Award.

29.5. <u>Billing Schedule</u>. In accordance with paragraph 4.8, herein Grantee must submit all payment requests to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in <u>PART THREE</u> or Paragraph 2.3. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee must timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension cannot be unreasonably withheld. The payment requirements of this Paragraph supersede those set forth in Paragraph 4.8.

# ARTICLE XXX ADDITIONAL MODIFICATION PROVISIONS

- 30.1. <u>Modifications by Operation of Law.</u> This Agreement is subject to such modifications as the Grantor determines, in its sole discretion, may be required by changes in federal or State law or regulations applicable to this Agreement. Grantor will initiate such modifications, and Grantee will be required to agree to the modification in writing as a condition of continuing the Award. Any such required modification will be incorporated into and become part of this Agreement as if fully set forth herein. The Grantor will timely notify the Grantee of any pending implementation of or proposed amendment to any laws or regulations of which it has notice.
- 30.2. Discretionary Modifications. If either the Grantor or the Grantee wishes to modify the terms of this Agreement other than as set forth in ARTICLES V and VI and Paragraphs 30.1 and 30.3, written notice of the proposed modification must be given to the other Party. Modifications will only take effect when agreed to in writing by both the Grantor and the Grantee. However, if the Grantor notifies the Grantee in writing of a proposed modification, and the Grantee fails to respond to that notification, in writing, within thirty (30) days, the Grantor may commence a process to suspend or terminate this Award. In making an objection to the proposed modification, the Grantee must specify the reasons for the objection and the Grantor will consider those objections when evaluating whether to follow through with the proposed modification. The Grantor's notice to the Grantee must contain the Grantee name, Agreement number, Amendment number and purpose of the revision. If the Grantee seeks any modification to the Agreement, the Grantee must submit a detailed narrative explaining why the Project cannot be completed in accordance with the terms of the Agreement and how the requested modification will ensure completion of the Grant Activities, Deliverables, Milestones and/or Performance Measures (Exhibits A, B and D).
- 30.3. <u>Unilateral Modifications</u>. The Parties agree that Grantor may, in its sole discretion, unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the sole purpose of increasing the Grantee's funding allocation as additional funds become available for the Award during the program year covered by the Term of this Agreement.
- 30.4. <u>Management Waiver</u>. The Parties agree that the Grantor may issue a waiver of specific requirements of this Agreement after the term of the Agreement has expired. These waivers are limited to non-material changes to specific provisions that the Grantor determines are necessary to place the Grantee in administrative compliance with the requirements of this Agreement. A management waiver issued after the Term of the Agreement has expired will supersede the original requirements of this Agreement that would normally require a modification of this Agreement to be executed. The Grantor will make no modifications of this Agreement not agreed to prior to the expiration of the Agreement beyond what is specifically set forth in this Paragraph.
- 30.5. <u>Term Extensions</u>. The Grantee acknowledges that all Grant Funds must be expended or legally obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (<u>Exhibits A</u>, <u>B</u> and <u>D</u>) must be completed during the Term of the Agreement. Extensions of the Term will be granted only for good cause, subject to the Grantor's discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*), no Award may be

State of Illinois GRANT AGREEMENT FISCAL YEAR 2024 Page 32 of 43 extended in total beyond a two (2)-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Award Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Award Term or extended Award Term, as applicable, stating the reason for the extension. If Grantee provides reasonable extenuating circumstances, Grantee may request an extension of the Award Term with less than sixty (60) days remaining.

### ARTICLE XXXI ADDITIONAL CONFLICT OF INTEREST PROVISIONS

- 31.1. <u>Bonus or Commission Prohibited</u>. The Grantee shall not pay any bonus or commission for the purpose of obtaining the Grant Funds awarded under this Agreement.
- 31.2. <u>Hiring State Employees Prohibited</u>. No State officer or employee may be hired to perform services under this Agreement on behalf of the Grantee, or be paid with Grant Funds derived directly or indirectly through this Award without the written approval of the Grantor unless Grantee is a State agency.

### ARTICLE XXXII ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS

- 32.1. <u>Equipment Management</u>. The Grantee is responsible for replacing or repairing equipment and materials purchased with Grant Funds that are lost, stolen, damaged, or destroyed. Any loss, damage or theft of equipment and materials must be investigated and fully documented, and immediately reported to the Grantor and, where appropriate, the appropriate law enforcement authorities.
- 32.2. <u>Purchase of Real Property</u>. If permitted by the Award Budget and scope of activities provided in this Agreement, a Grantee may use the Grant Funds during the Award Term for the costs associated with the purchase of real property (as defined by 2 CFR 200.1) either through the use of reimbursement or advanced funds as permitted in Paragraph 2.3 of this Agreement for the following purposes and consistent with the Grantor's bondability guidelines and 2 CFR 200:
  - (a) Cash payment of the entirety or a portion of the real property acquisition;
  - (b) Cash Payment of a down payment for the acquisition:
  - (c) Standard and commercially reasonable costs required to be paid at the acquisition closing (i.e., closing costs); or
  - (d) Payments to reduce the debt incurred by Grantee to purchase the real property.
- 32.3. <u>Bonding Requirements</u>. If Grant Funds through this Award are used for construction or facility improvement projects that exceed the Simplified Acquisition Threshold, the Grantee must comply with the minimum bonding requirements listed in 2 CFR 200.326(a) (c). Grantor will not accept the Grantee's own bonding policy and requirements.
- 32.4. <u>Lien Requirements</u>. Grantor may direct Grantee in writing to record a lien or notice of State or federal interest on the property purchased or improved with Grant Funds. 2 CFR 200.316. If Grantor makes this direction and the Grantee does not comply, the Grantor may: (a) record the lien or notice of State or federal interest and reduce the amount of the Grant Funds by the cost of recording the lien or notice of State or federal interest, or (b) suspend this Award until Grantee complies with Grantor's direction.

# ARTICLE XXXIII APPLICABLE STATUTES

State of Illinois GRANT AGREEMENT FISCAL YEAR 2024 Page 33 of 43 To the extent applicable, Grantor and Grantee shall comply with the following:

- 33.1. <u>Grantee Responsibility</u>. Grantee is responsible for ensuring compliance with all applicable laws, rules and regulations, including, but not limited to those specifically referenced herein. Except where expressly required by applicable laws and regulations, the Grantor shall not be responsible for monitoring Grantee's compliance.
- 33.2. <u>Land Trust Beneficial Interest Disclosure Act (765 ILCS 405/2.1)</u>. No Grant Funds will be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land, which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Grantor identifying each beneficiary of the land trust by name and address and defining such interest therein. This affidavit must be filed with the Illinois Office of the Comptroller as an attachment to this Agreement.
- 33.3. <u>Historic Preservation Act (20 ILCS 3420/1 et seq.)</u>. The Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Department of Natural Resources, Historic Preservation Division. The Grantee must not expend Grant Funds under this Agreement for any project, activity, or program that can result in changes in the character or use of historic property, if any historic property is located in the area of potential effects without the approval of the Illinois Department of Natural Resources, Historic Preservation Division. 20 ILCS 3420/3(f).
- 33.4. <u>Victims' Economic Security and Safety Act (820 ILCS 180 et seq.)</u>. If the Grantee has one (1) or more employees, it may not discharge or discriminate against an employee who is a victim of domestic or sexual violence, or who has a family or household member who is a victim of domestic or sexual violence, for taking up to the allowable amount of leave from work to address the domestic violence, pursuant to the Victims' Economic Security and Safety Act. 820 ILCS 180/20(a)(2). The Grantee is not required to provide paid leave under the Victims' Economic Security and Safety Act, but may not suspend group health plan benefits during the leave period. Any failure on behalf of the Grantee to comply with all applicable provisions of the Victims' Economic Security and Safety Act, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by statute or regulation.
- 33.5. Equal Pay Act of 2003 (820 ILCS 112 et seq.). If the Grantee has one (1) or more employees, it is prohibited by the Equal Pay Act of 2003 from: (a) discriminating between employees by paying unequal wages on the basis of sex for doing the same or substantially similar work; (b) discriminating between employees by paying wages to an African-American employee at a rate less than the rate at which the Grantee pays wages to another employee who is not African-American for the same or substantially similar work; (c) remedying violations of the Equal Pay Act of 2003 by reducing the wages of other employees or discriminating against any employee exercising their rights under the Equal Pay Act of 2003; and (d) screening job applicants based on their current or prior wages or salary histories, or requesting or requiring a wage or salary history from an individual as a condition of employment or consideration for employment. Any failure on behalf of the Grantee to comply with all applicable provisions of the Equal Pay Act of 2003, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by statute or regulation.
- 33.6. <u>Steel Products Procurement Act (30 ILCS 565/1 et seq.)</u>. The Grantee, if applicable, hereby certifies that any steel products used or supplied in accordance with this Award for a public works project shall be

State of Illinois GRANT AGREEMENT FISCAL YEAR 2024 Page 34 of 43 manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565/1 et seq.).

- 33.7. <u>Business Enterprise for Minorities, Women, and Persons with Disabilities Act and Illinois Human Rights Act (30 ILCS 575/0.01; 775 ILCS 5/2-105)</u>. The Grantee acknowledges and hereby certifies compliance with the provisions of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, and the equal employment practices of Section 2-105 of the Illinois Human Rights Act for the provision of services which are directly related to the Award activities to be performed under this Agreement.
- 33.8. <u>Identity Protection Act (5 ILCS 179/1 et seq.)</u> and Personal Information Protection Act (815 ILCS 530/1 et seq.). The Grantor is committed to protecting the privacy of its vendors, grantees and beneficiaries of programs and services. At times, the Grantor will request social security numbers or other personal identifying information. Federal and state laws, rules and regulations require the collection of this information for certain purposes relating to employment and/or payments for goods and services, including, but not limited to, Awards. The Grantor also collects confidential information for oversight and monitoring purposes.

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

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

- (a) Personal Information Defined. As used herein, "Personal Information" shall have the definition set forth in the Personal Information Protection Act, 815 ILCS 530/5 ("PIPA").
- (b) Protection of Personal Information. The Grantee must use at least reasonable care to protect the confidentiality of Personal Information that is collected or maintained as part of the Award activities and (i) not use any Personal Information for any purpose outside the scope of the Award activities and (ii) except as otherwise authorized by the Grantor in writing, limit access to Personal Information to those of its employees, contractors, and agents who need such access for purposes consistent with the Award Activities. If Grantee provides any contractor or agent with access to Personal Information, it must require the contractor or agent to comply with the provisions of this Paragraph.
- (c) Security Assurances. Grantee represents and warrants that it has established and will maintain safeguards against the loss and unauthorized access, acquisition, destruction, use, modification, or disclosure of Personal Information and shall otherwise maintain the integrity of Personal Information in its possession in accordance with any federal or state law privacy requirements, including PIPA. These safeguards must be reasonably designed to (i) ensure the security and confidentiality of the Personal Information, (ii) protect against any anticipated threats or hazards to the security or integrity of Personal Information, and (iii) protect against unauthorized access to or use of Personal Information. Additionally, Grantee will have in place policies, which provide for the secure disposal of documents and information which contain Personal Information, including but not limited to shredding documents and establishing internal controls over the authorized access to such information. 815 ILCS 530/40.
- (d) Breach Response. In the event of any unauthorized access to, unauthorized disclosure of, loss of, damage to or inability to account for any Personal Information (a "Breach"), Grantee agrees that it will promptly, at its own expense: (i) report such Breach to the Grantor by telephone with immediate written confirmation sent by e-mail, describing in detail any accessed materials and identifying any individual(s) who may have been involved in such Breach; (ii) take all actions necessary or reasonably requested by the Grantor to stop, limit or minimize the Breach; (iii) restore and/or retrieve, as applicable, and return all Personal Information that was lost, damaged, accessed, copied or removed; (iv) cooperate in

State of Illinois GRANT AGREEMENT FISCAL YEAR 2024 Page 35 of 43 all reasonable respects to minimize the damage resulting from such Breach; (v) provide any notice to Illinois residents as required by 815 ILCS 530/10, 815 ILCS 530/12 or applicable federal law, in consultation with the Grantor; and (vi) cooperate in the preparation of any report related to the Breach that the Grantor may need to present to any governmental body.

- (e) Injunctive Relief. Grantee acknowledges that, in the event of a breach of this Paragraph, Grantor will likely suffer irreparable damage that cannot be fully remedied by monetary damages. Accordingly, in addition to any remedy which the Grantor may possess pursuant to applicable law, the Grantor retains the right to seek and obtain injunctive relief against any such breach in any Illinois court of competent jurisdiction.
- (f) Compelled Access or Disclosure. The Grantee may disclose Personal Information if it is compelled by law, regulation, or legal process to do so, provided the Grantee gives the Grantor at least ten (10) days' prior notice of such compelled access or disclosure (to the extent legally permitted) and reasonable assistance if the Grantor wishes to contest the access or disclosure.

## ARTICLE XXXIV ADDITIONAL MISCELLANEOUS PROVISIONS

- 34.1. Workers' Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes. The Grantee must provide Workers' Compensation insurance where the same is required and accepts full responsibility for the payment of unemployment insurance, premiums for Workers' Compensation, Social Security and retirement and health insurance benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.
- 34.2. <u>Required Notice</u>. Grantee agrees to give prompt notice to the Grantor of any event that may materially affect the performance required under this Agreement. Any notice or final decision by Grantor relating to (a) a Termination or Suspension (ARTICLE XIII), (b) Modifications, Management Waivers or Term Extensions (ARTICLE XXX) or (c) Assignments (Paragraph 22.2) must be executed by the Director of the Grantor or her or his authorized designee.

## ARTICLE XXXV ADDITIONAL REQUIRED CERTIFICATIONS

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

- 35.1. <u>Sexual Harassment</u>. The Grantee certifies that it has written sexual harassment policies that must include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by Sections 6-101 and 6-101.5 of the Illinois Human Rights Act. 775 ILCS 5/2-105(A)(4). A copy of the policies must be provided to the Grantor upon request.
- 35.2. <u>Federal, State and Local Laws; Tax Liabilities; State Agency Delinquencies</u>. The Grantee is required to comply with all federal, state and local laws, including but not limited to the filing of any and all applicable tax returns. If Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor will disburse

State of Illinois GRANT AGREEMENT FISCAL YEAR 2024 Page 36 of 43 Grant Funds only if the Grantee enters into an installment payment agreement with the applicable tax authority and remains in good standing with that authority. Grantee is required to tender a copy of all relevant installment payment agreements to the Grantor. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. The execution of this Agreement by the Grantee is its certification that: (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.

- 35.3. <u>Lien Waivers</u>. If applicable, the Grantee must monitor construction to assure that necessary contractors' affidavits and waivers of mechanics liens are obtained prior to release of Grant Funds to contractors and subcontractors.
- 35.4. <u>Grant for the Construction of Fixed Works</u>. Grantee certifies that all Projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement will be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Projects, Grantee must comply with the requirements of the Prevailing Wage Act including, but not limited to: (a) paying the prevailing rate of wages required by the Illinois Department of Labor, or a court on review, to all laborers, workers and mechanics performing work with Grant Funds provided through this Agreement, (b) inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Project must be paid to all laborers, workers, and mechanics performing work under this Award; and (c) requiring all bonds of contractors to include a provision as will guarantee the faithful performance of the prevailing wage clause as provided by contract.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

#### PART THREE - PROJECT-SPECIFIC TERMS

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

## ARTICLE XXXVI REPORT DELIVERABLE SCHEDULE

- 36.1. <u>External Audit Reports</u>. External Audit Reports may be required. Refer to ARTICLE XII of this Agreement to determine whether you are required to submit an External Audit Report and the applicable due date.
- 36.2. <u>Annual Financial Reports</u>. Annual Financial Reports may be required. Refer to Paragraph 12.2 of this Agreement to determine whether you are required to submit Annual Financial Reports.
  - 36.3. Required Periodic Reports. Below is the required periodic reporting schedule for this Award.

#### January 2025

- Annual Annual Financial Report (01/30/2025) Covering Period of 06/01/2024 12/31/2024; Send To:
   Grant Manager
  - Supporting Documents: Supporting documentation as requested by OCA.
- Annual Annual Performance Report (01/30/2025) Covering Period of 06/01/2024 12/31/2024; Send To:
   Grant Manager
  - Supporting Documents: Supporting documentation as requested by OCA.

#### October 2025

- Annual Annual Financial Report (10/30/2025) Covering Period of 01/01/2025 09/30/2025; Send To:
   Grant Manager
  - Supporting Documents: Supporting documentation as requested by OCA.
- Annual Annual Performance Report (10/30/2025) Covering Period of 01/01/2025 09/30/2025; Send To: Grant Manager
  - Supporting Documents: Supporting documentation as requested by OCA.

#### November 2025

- End of grant Closeout Financial Report and Reconciliation (11/14/2025) Covering Period of 06/01/2024 -09/30/2025; Send To: Grant Manager
  - Supporting Documents: Closeout Financial Report and the OCA Grant Reconciliation Package as well as requested supporting documentation.
- End of grant Closeout Performance Report (11/14/2025) Covering Period of 06/01/2024 09/30/2025;
   Send To: Grant Manager
  - Supporting Documents: Closeout Performance Report, as well as requested supporting documentation.
- 36.4. <u>Changes to Reporting Schedule</u>. Changes to the schedules for periodic reporting, the external audit reports and the annual financial reports do not require a formal modification to this Agreement pursuant to Paragraph 22.4 and ARTICLE XXX, and may be changed unilaterally by the Grantor if necessitated by a change in the project schedule or at the discretion of the Grantor. The Grantee may not modify the reporting deliverable schedules in ARTICLES X, XI, XII and XXXVI unilaterally, and must obtain prior written approval from Grantor or the

State of Illinois GRANT AGREEMENT FISCAL YEAR 2024 Page 38 of 43 Grant Accountability and Transparency Unit of the Governor's Office of Management and Budget, if applicable, to change any reporting deadlines.

## ARTICLE XXXVII GRANT-SPECIFIC TERMS/CONDITIONS

37.1. This Agreement is issued contingent upon the Grantee's successful completion of the 2024 Illinois Home Weatherization Assistance Program ("IHWAP"). Failure of the Grantee to comply with the terms and conditions of the 2023 IHWAP Grant Agreement may result in termination of this Agreement.

#### 37.2. Federal Grant Requirements.

- (a) In addition to the federal requirements set forth in Article VII, herein this Award is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR 200, (the "Uniform Requirements"). For the avoidance of doubt and to the extent applicable, any references in this Agreement to any of the OMB Circulars are subject to the Uniform Requirements referenced herein.
- (b) Grantee must maintain compliance with the weatherization and related provisions of the Grantor's IHWAP Operations Manual, the federal Energy Conservation and Production Act of 1976 (P.L. 94-385), the Energy Assistance Act (305 ILCS 20/1 et seq.), Illinois LIHEAP administrative rules (47 III. Admin. Code Part 100), and all Grantor policies and procedures.
- 37.3. <u>Administrative Costs</u>. Pursuant to Article VII, herein Grantee shall receive reimbursement for Allowable Costs under the Administration and Program Support cost budget categories at a ratio of allowable expenditure to amounts budgeted no higher than the ratio of total allowable client benefit expenditures to the total amounts budgeted in the Client Assistance cost budget categories. As an example, a grantee which expends 75% of the total budgeted Client Assistance funds will only be allowed to spend 75% of the amount budgeted for Administration and Program Support funds, respectively.
  - (a) Under no condition is Grantee permitted to allocate funds for the Equipment/Vehicle cost category without prior written approval from Grantor.
  - (b) Grantee shall receive reimbursement for Allowable Costs under the Program Support cost category at a ratio of 35% of the Allowable Costs in the Materials/Labor and Health and Safety sub-line items of the Client Assistance cost category. Notwithstanding the foregoing, if Grantee operates a weatherization crew, Grantee shall receive reimbursement for Allowable Costs as set forth, herein at an increased ratio of 45%.
- 37.4. <u>Additional Reporting Requirements</u>. In addition to the reporting requirements set forth in paragraphs 13.1, 14.1 and 40.3, herein, as applicable, Grantee must provide the following reports to Grantor:
  - (a) A certified cost report submitted via the GRS Fiscal electronic reporting system prior to submitting a request for Grant Funds;
    - (b) Programmatic reports as required by Grantor; and
    - (c) Any additional reports requested from Grantee by the Grantor.

#### 37.5. Method of Compensation.

(a) In addition to the payment methods described in Article IV, herein the Grant Funds will be distributed in accordance with the invoice-voucher procedures of the Office of the State Comptroller.

State of Illinois GRANT AGREEMENT FISCAL YEAR 2024 Page 39 of 43 The first payment of Grant Funds will be for program initiation and will be based on the Grantee's reported obligation for the program's immediate cash needs. Thereafter, the Grant Funds will be distributed for the dual purpose of covering the allowable expenditures to date, as well as the immediate cash needs of the Grantee to operate the program under this Agreement in accordance with the financial management standards set forth in Article VII, herein.

- (b) Costs allocated to this Award must conform to the cost principles at 2 CFR 200. Further, costs charged under this Agreement cannot exceed the total amount of this Award.
- 37.6. Additional Audit Requirements. In addition to the audit requirements in Article XV, herein Grantor reserves the right to conduct limited scope audits, at any time, of any Grant Funds expended under this Agreement or of the Grantee's agency-wide financial statements. Grantor has the right to examine Grantee's corporate books and records which may be necessary to test the allocation equity of Grant Funds and to determine the ability of the Grantee to safeguard the Grant Funds. The Grantee must fully cooperate, in a timely manner, in preparing for and conducting the audit and in the resolution of audit findings.

#### 37.7. Non-Expendable Personal Property.

- (a) Grantee must not purchase non-expendable personal property, including but not limited to, federally-owned and exempt property, equipment and supplies (collectively referred to as "Non-Expendable Personal Property") costing \$5,000 or more without Grantor's prior written approval.
- (b) In addition to Article XXII, herein the Grantee agrees to comply with the applicable property standards set forth in 2 CFR §§ 200.310–75.316, as specifically related to its organization, in the management of Non-Expendable Personal Property for authorized IHWAP purposes under this Award. Specifically, as set forth under 2 CFR §§ 200.312 75.314, Non-Expendable Personal Property includes such property acquired under this Agreement and also such property transferred to this Agreement from prior Grant Agreements.
- (c) The Grantee may hold title in its name to all Non-Expendable Personal Property purchased with Grant Funds for operation of the program subject to the following: It is understood and agreed to by the Grantee that all Non-Expendable Personal Property purchased by the Grantee with Grant Funds or received from the Grantor shall not be the property of the Grantee but must instead be held by in trust for the benefit of the people of the State of Illinois. As such, the Non-Expendable Personal Property held by the Grantee is subject to the following conditions: (i) Grantee must use the equipment for the authorized purposes of this Award during the period of performance, or until the property is no longer needed for the purposes of this Award; (ii) Grantee shall not encumber the property without approval of the Grantor; and (iii) Grantee shall use and dispose of the property in accordance with 2 CFR 200.313 and paragraph 22.4, herein. Grantee must not sell, abandon or otherwise dispose of such Non-Expendable Personal Property without disposition instructions and the prior written approval of Grantor.
- (d) In accordance with 2 CFR §§ 200.313–200.314, Non-expendable Personal Property must be used for IHWAP purposes, as required under this Agreement, for as long as needed. While being used on the program under this Award, Non-Expendable Personal Property may be made available for "shared use" with other activities, provided that such use will not interfere with its primary use for the original purposes of IHWAP prescribed under this Award. When no longer needed for the program, equipment may be used for other projects subject to Grantor's written approval.
- (e) The Grantee must maintain appropriate property records and annually conduct an inventory of all Non-Expendable Personal Property purchased with Grant Funds. Within thirty (30) days of receipt of purchased equipment, an "Equipment Acquisition Form" must be completed and sent to Grantor. Upon the termination of the Agreement and upon the election of Grantor, the Grantee must surrender possession of such property to Grantor.

State of Illinois GRANT AGREEMENT FISCAL YEAR 2024 Page 40 of 43 37.8. <u>Procurement</u>. Grantee shall follow the procurement standards as established in 2 CFR §§ 200.317 – 200.326 and in the Grantor's Office of Community Assistance Procurement Manual ("OCA Procurement Manual"). <u>Pursuant to the OCA Procurement Manual, for every procurement transaction in excess of the simplified acquisition threshold, including contract modifications, <u>and for all procurements involving materials and labor for weatherization services, Grantee is required to perform a cost or price analysis.</u> See 2 CFR 200.332; OCA Procurement Manual at 23-24.</u>

#### 37.9. Travel Costs.

- (a) Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the Grantee performing duties/services related to this Agreement in accordance with 2 CFR 200.474. Such costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the Grantee's nonfederally-funded activities and in accordance with the Grantee's written travel reimbursement policies. Absent a policy, the Grantee must follow the rules of the Governor's Travel Control Board. Notwithstanding the provisions of 2 CFR 200.444, travel costs of officials covered by that section are allowable with the prior written approval of the federal awarding agency or Grantor when they are specifically related to a federal award.
- (b) Grantee must retain receipts on file as source documentation in accordance with Article VII, herein for travel expenses of its employees. Information on the federal domestic travel and per diem rates can be found at www.gsa.gov and 41 CFR Subtitle F, Chapters 300-304. Grantee's policy cannot exceed the federal travel and per diem rates. However, if Grantee is required to exceed the federal travel rate due to circumstances beyond Grantee's control for the purpose of travel related to this Agreement, Grantee must seek an exception in writing from Grantor to exceed the federal rate.
- 37.10. <u>Publication, Reproduction and Use of Material</u>. In addition to Article XXIII, herein no material produced in whole or in part under this Award shall be subject to copyright in the United States or in any other country. Grantor shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under the Agreement.
- 37.11. <u>Debarment</u>. In addition to Grantee's certification in paragraph 8.1(k) and the representations and warranties in paragraph 32.1, herein Grantee must additionally certify that all contractors and subcontractors are in compliance with paragraphs 8.1(k) and 32.1 prior to engaging their services under this Agreement and must certify such compliance at least annually thereafter.

#### 37.12. Bond and Depository Insurance Requirements.

- (a) Pursuant to 2 CFR 200.304, Grantee must provide bonding for every officer, director or employee who handles Grant Funds under this Agreement. The amount of coverage must be the higher of \$100,000 or the highest cash draw during the term of the Agreement.
- (b) In accordance with the payment standards and requirements set forth in 2 CFR 200.305, Grantee must place Grant Funds in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8). In the event the Grantee's Grant Funds deposits exceed insured limits, the Grantee must require the depository to pledge securities sufficient to cover the uninsured exposure.
- 37.13. <u>Real Property Expenditures Prohibited</u>. Grantee expressly understands and agrees not to use Grant Funds provided under this Agreement for the purchase or improvement of land or the purchase, construction,

  State of Illinois

GRANT AGREEMENT FISCAL YEAR 2024

Page 41 of 43

or permanent improvement (other than low cost residential weatherization or other energy-related repairs as authorized by Grantor) of any building, facility or other real property.

#### 37.14. Additional Budget Modification Provisions.

- (a) Grantee expressly understands and agrees that the total amount of Grant Funds available under this Award is contingent upon the Grantee's ability to spend the Grant Funds in accordance with the Budget, as submitted by Grantee and approved by Grantor, and incorporated herein as an attachment (the "Budget").
- (b) Grantor reserves the right to establish an initial amount of Grant Funds available to Grantee based on programmatic performance in previous years. Modifications to the Grantee's Budget will be initiated by Grantor if: (i) the Client Assistance cost category has been expended; (ii) the Grantee fails to expend Grant Funds in accordance with the original Budget or a revised Budget previously approved by Grantor; or (iii) Grantor determines that additional Grant Funds are necessary.
- (c) In accordance with Article VI, herein Grantee shall obtain prior approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308, subject to the following:
- Program Support Grant Funds: Pursuant to paragraph 6.4, herein Grantor hereby approves a variance up to 25% (or \$5,000, whichever is greater) for each of the 100 series sub-line items in the Program Support cost category of the Budget under this Award; provided, however, the cumulative allocation of Grant Funds for Program Support (total sum of each sub-line item) may not exceed the original allocation for the Program Support cost category and may not result in an increase to the total Budget (as originally approved by Grantor at application) without prior Grantor written approval. However, Grantee may decrease the allocation of Grant Funds in the Program Support cost category without seeking Grantor approval.
- Client Benefits (Materials/Labor and Health and Safety): Pursuant to paragraph 6.4, herein Grantor hereby approves a variance up to 25% (or \$5,000, whichever is greater) for the Materials/Labor and Health and Safety sub-line items in the Client Benefits cost category. In no event may such transfers in these specific cost categories result in an increase to the total Budget without prior Grantor written approval.
- Administrative Grant Funds: Pursuant to paragraph 6.4, herein Grantor hereby approves a variance up to 25% (or \$5,000, whichever is greater) for the Direct Administration cost category of the Budget under this Award. In no event may such transfers in this specific cost category result in an increase to the total Grant Budget or an increase to the total original allocation for the Administration cost category [total of the combined amounts of the Direct Administrative and Indirect Costs lines] without prior Grantor written approval.
- Indirect Costs: Grantee is required to obtain prior Grantor written approval for any increase in allocation of Grant Funds to the Indirect Costs category in the Budget under this Award.

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

#### 37.15. Fraud, Waste, Abuse or Misconduct.

(a) <u>Grantee Reporting</u>. Grantee shall report to the Grantor's program staff or the Grantor's Ethics Officer any suspected fraud, waste, abuse or misconduct associated with any IHWAP service or

State of Illinois GRANT AGREEMENT FISCAL YEAR 2024 Page 42 of 43 function provided for under this Agreement by any parties directly or indirectly affiliated with this Agreement including, but not limited to, Grantee staff, Grantee subrecipients, Grantee subcontractors, Grantor employees or Grantor subrecipients. Grantee shall make this report as soon as practical after first suspecting fraud, waste, abuse or misconduct. In addition to reporting suspected fraud, waste, abuse or misconduct to the Grantor, Grantee may report the suspected behavior to any other relevant governmental entity, including, but not limited to, the Office of the Executive Inspector General for the Agencies of the Illinois Governor and the Illinois Attorney General. Grantee shall cooperate with all investigations of suspected fraud, waste, abuse or misconduct reported pursuant to this paragraph. Grantee also shall require its subrecipients affiliated with this Agreement to follow the requirements to report suspected fraud, waste, abuse or misconduct as set forth in this paragraph. Nothing in this paragraph precludes the Grantee or its subrecipients from establishing measures to maintain quality of services and control costs that are consistent with their usual business practices, conducting themselves in accordance with their respective legal or contractual obligations or taking internal personnel-related actions.

#### (b) Definitions.

- (i) "Fraud" is generally defined as knowingly obtaining or attempting to obtain a benefit from or control over property of another person or entity by means of deception intended to benefit the deceiver or create a loss or potential liability to the other party.
- (ii) "Abuse" is any activity that may not necessarily be fraudulent, but is a misuse of resources through means which are inappropriate, outside acceptable standards of conduct or programmatically or economically unnecessary.
- (iii) "Waste" is conduct that is not necessarily intentionally inappropriate, but is reckless and generally not in conformity with sound business practices, which may include, but is not limited to, acts that deprive citizens and program participants reasonable value in connection with any government-funded activity due to an inappropriate act or omission by persons with control over government resources.
- (c) <u>Grantee Training</u>. Grantee shall adhere to all required training and policies of Grantor's Office of Community Assistance regarding fraud, waste, abuse and misconduct, including, but not limited to, ensuring that all of Grantee's employees and volunteers, and the employees and volunteers of Grantee's subrecipients, participate in annual training and certify participation in such annual training.
- (d) <u>Grantor Remedies</u>. Grantor reserves the right to suspend Grantee's use of funds, terminate this Agreement, require the use of different Grantee staff or take any other action permitted by law if the Grantor receives evidence of fraud, waste, abuse or misconduct by the Grantee, Grantee's staff or Grantee's subrecipients or subcontractors or their staff related to this Award or any other State or federal award.
- 37.16. <u>Billing Schedule</u>. Notwithstanding the billing requirements set forth in paragraph 4.8 and the billing schedule set forth in paragraph 33.5, Grantee must submit any payment requests to Grantor within forty five (45) days after the grant end date. Failure to submit such payment requests timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

Attachment A. Budget

State of Illinois UNIFORM GRANT BUDGET TEMPLATE

Agency: Illinois Department of Commerce and Economic Opportunity	CONDECTION OF AN I BUDGET LEMPLATE	I IEMPLATE	Γ	Ctata EV.
	and Opportunity			
Grantee: DuPage County			DUNS Number:	135836026
NOFO Number: 0	CSFA Number:		Grant Number:	25-251028
CSFA Description:				
Sertion A. State of Illinois Eunds		:: :		
Section 7. State of military	Summary	Detail		
Kevenues Stoto of Illinois Court Amount B.				
State of Illifols Grant Amount Requested	\$476,227.00			
budget Experimiture Categories	000000000000000000000000000000000000000			
1. retsolliet (200.430)	\$103,069.00			
O101 PERSONNEL SALARIES AND WAGES 0301 ADMIN-PERSONNEL (SALARY/WAGES)		\$77,254.00		
2. Fringe Benefits (200.431)	\$29,284.00			
0102 FRINGE BENEFITS		\$21.541.00		
0302 ADMIN-FRINGE BENEFITS		\$7,743.00		
3. Travel (200.474)				
4. Equipment (200.439)				
5. Supplies (200.94)	\$122.00			
0105 SUPPLIES (PC'S AND LAPTOPS)		\$54.00		
0305 ADMIN-SUPPLIES		\$68.00		
6. Contractual/Subawards (200.318 and .92)	\$472.00			
0306 ADMIN-CONTRACTUAL SERVICES		\$472.00		
7. Consultant (200.459)				
8. Construction				
9. Occupancy (200.465)				
10. Research and Development (200.87)				
11. Telecommunications	\$873.00			
0111 TELECOMMUNICATIONS		\$873.00		
12. Training and Education (200.472)				
13. Direct Administrative Costs (200.413)				
14. Miscellaneous Costs	\$1,941.00			
0114 MISCELLANEOUS		\$1,941.00		
15. Grant Exclusive Line Item(s)	\$290,466.00			
0201 MATERIALS AND LABOR		\$246,896.00		
0202 HEALTH AND SAFTEY		\$43,570.00		
16. Total Direct Costs (add lines 1-15)	\$426,227.00	\$426,227.00		
17. Total Indirect Costs (200.414)				
Rate: 0 %				
18. Total Costs State Grant Funds (Lines 16 and 17)	\$426,227.00	\$426,227.00		

Grantee	Grantee: DuPage County NOFO	NOFO Number: 0
SECTION A	Grant SECTION A - Continued - Indirect Cost Rate Information	Grant Number: 25-251028
If your orga being reque	If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options. If not reimbursement is being requested please consult your program office regarding possible match requirements.	t one of the following options. If not reimbursement is
Your organi State of Illin	Your organization may not have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the Indirect Costs from the State of Illinois your organziation must either:	ation to be reimbursed for the Indirect Costs from the
ю <u>с</u> с	Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from you State Cognizant Agency on an annual basis; Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity or Restricted Rate Programs).	ate Cognizant Agency on an annual basis; lefinitely on State of Illinois awards; or unity or Restricted Rate Programs).
Select ONLY One:  1)	ganization receives direct Federal fundi f this agreement will be provided to the accepted by all State of Illinois agencies	ng and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our federal Cognizant Agency. A State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA s up to any statutory, rule-based or programmatic restrictions or limitations.
2a)	Our Organizations currently has a Negotitated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year pursuant to 2 CFR 200, Appendiz IV(c)(2)(c).	of Illinois that will be accepted by all State of Illinois on is required to submit a new Indirect Cost Rate Proposal pendiz IV(c)(2)(c).
2b)	Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initical Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than 3 months after the effective date of the State award pursuant to 2 CFR 200 Appendix (C)(2)(b). The initial ICRP will be sent to the State award pursuant to 2 CFR 200 Appendix (C)(2)(b).	isotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial after our Organization is advised that the State award will be made no later than 3 months after the effective Appendix (C)(2)(b). The initial ICRP will be sent to the State of Illinois Indirect Cost unit.
3)	Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards pursuant to 2 CRF 200.414 (C)(4)(f) and 200.68.	ral government or the State of Illinois and elects to charge e of Illinois awards pursuant to 2 CRF 200.414 (C)(4)(f) and
4)	For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:  is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or	
5)	☐ complies with other statutory policies. No reimbursement of Indirect Cost is being requested.	Rate:
Basic Nego	Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2(a), above is selected.)	
Period Covered By Indirect Cost Rate:	Period Covered By NICRA: From: To: Approving Federal or State Agency: Indirect Cost Rate: 7. The Distribution Base Is: 7.	

Grantee: DuPage County			NOFO Number: 0
			Grant Number: 25-251028
By signing this report, I c false, fictitious or fraudu award(s).	By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).	hat the report is true, com al fact could result in the ir	plete and accurate and that any nmediate termination of my grant
Institution/Organization:	Dolaw Bunt	Institution/Organization:	
Signature:	gnatu on e	Signature:	
Printed Name:	Guns State of those / Mary of How thuy	Printed Name:	
Title:	ADMINISTRATION / DIRECTOR	Title:	
Phone:	6304074444 - 630407-4547	Phone:	
Date:	14/2H	Date:	

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



File #: FI-R-0113-24 Agenda Date: 7/2/2024 Agenda #: 9.B.

#### ACCEPTANCE AND APPROPRIATION OF THE ILDCFS CHILDREN'S ADVOCACY CENTER GRANT PY25 AGREEMENT NO. 3871779025 COMPANY 5000 - ACCOUNTING UNIT 6580 \$346,127

(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 Children's Advocacy Centers of Illinois that grant funds in the amount of \$346,126.73 (THREE HUNDRED FORTY-SIX THOUSAND, ONE HUNDRED TWENTY-SIX AND 73/100 DOLLARS) are available for continuing the ILDCFS Children's Advocacy Center program; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Agreement No. 3871779025 with Children's Advocacy Centers of Illinois, a copy of which is attached to and incorporated as a part of this resolution by reference (ATTACHMENT II); and

WHEREAS, the term of the Inter-Governmental Agreement is from July 1, 2024 through June 30, 2025; 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 Agreement No. 3871779025 (ATTACHMENT II) between DuPage County and the Illinois Department of Children and Family 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 \$346,127 (THREE HUNDRED FORTY-SIX THOUSAND, ONE HUNDRED TWENTY-SEVEN AND NO/100 DOLLARS) be made to establish the ILDCFS Children's Advocacy Center Grant PY25, Company 5000 - Accounting Unit 6580, for the period July 1, 2024 through June 30, 2025; and

BE IT FURTHER RESOLVED by the DuPage County Board that the DuPage County State's Attorney is approved as DuPage County's Authorized Representative; and

File #: FI-R-0113-24	<b>Agenda Date:</b> 7/2/2024	Agenda #: 9.B.
	OLVED that should state and/or federal fund hall review the need for continuing the speci-	<u> </u>
	OLVED that should the Judicial and Public Spriate, it may recommend action to the Coun	
Enacted and app	proved this 9 <sup>th</sup> day of July, 2024 at Wheaton,	Illinois.
		DEBORAH A. CONROY, CHAIR
		DU PAGE COUNTY BOARD
	Attest:	
	JEAN	KACZMAREK, COUNTY CLERK

#### ATTACHMENT I

# ADDITIONAL APPROPRIATION FOR THE THE ILDCFS CHILDREN'S ADVOCACY CENTER GRANT PY25 INTER-GOVERNMENTAL AGREEMENT NO. 3871779025 COMPANY 5000 – ACCOUNTING UNIT 6580 \$346,127

#### **REVENUE**

41000-0002 - Federal Operating Grant - HHS 41400-0004 - State Operating Grant - IDCFS	\$ 6,789 339,338	_	
TOTAL ANTICIPATED REVENUE		\$	346,127
EXPENDITURES			
PERSONNEL			
50000-0000 - Regular Salaries	\$ 346,127	_	
TOTAL PERSONNEL		\$	346,127
TOTAL ADDITIONAL APPROPRIATION		\$	346,127

CFS 968-SUB Rev. 6/2023

#### SUBCONTRACT/SUB-AWARD AGREEMENT

ю	ontractor/Sub-Recipient UEI #W7KRN7E54898		
o	ontractor/Sub-Recipient FEIN or taxpayer id # <u>36-6006</u>	6551	
ar	ary Vendor/Recipient DCFS Contract/Agreement#(s): 3	871779025	
	TERM OF THE SUBCONTRACT/SUB-AWARD A This Agreement ("Subcontract" or "Sub-Award shall expire on 06/30/2025		, and
	PARTIES TO THE SUBCONTRACT/SUB-AWARE This Subcontract/Sub-Award is by and bet "Vendor/Recipient"):		einafter referred to as
	Children's Advocacy Centers of Illinois		
	with its principal office at : 400 S. 9th Street,	Suite 101 Springfield, IL 62701	and
	(Subcontractor/Sub-Recipient) DuPage Cou		
	its principal offices at : 422 North County Farr		
	referred to as "Subcontractor/Sub-Recipient."		
	SUBCONTRACT/SUB-AWARD PAYMENT The maximum amount payable under this Sub Contract/Agreement # 3871779025	ocontract/Sub-Award is: is \$ 346,126.73	
	Contract/Agreement #		
	Contract/Agreement #		
	Contract/Agreement #		
	Contract/Agreement #	is \$	-
	TYPE OF SERVICES PROVIDED BY THE SUBCOM	NITRACTOR/CUR RECIDIENT	
		NI RACTOR/SUB-RECIPIENT	
	Delivers comprehensive services to children who are		ent and childhood trauma.
	Delivers comprehensive services to children who are Services available include: forensic interviews, case management, cli	e victims of sexual abuse, other types of maltreatme	
		e victims of sexual abuse, other types of maltreatment advocacy, medical exam referrals, trauma focused therapy, and ations: (Specify whether office visits, on site	community awareness activities.

#### <u>NOTE</u>

If the total annual value of all subcontracts/sub-awards is less than \$100,000 only pages 1-4 must be completed. However, if the total annual value of all subcontracts/sub-awards is \$100,000 or greater, the subcontract/sub-award must be completed and submitted in its entirety including the Standard Certifications and Financial Disclosures and Conflicts of Interest.

State of Illinois DCFS CFS 968-SUB

#### F. INVOICING AND PAYMENT

Subcontractor/Sub-Recipient shall provide accurate and timely invoices to the Vendor/Recipient. Subcontractor/Sub-Recipient certifies that the payments made pursuant to this Subcontract/Sub-Award shall be used only for the specific purposes and services authorized under the applicable Vendor/Recipient Contract/Agreement with the Illinois Department of Children and Family Services (hereinafter referred to as "Department"). Subcontractor/Sub-Recipient shall also be required to make such certification and shall include documentation evidencing that the services were provided in compliance with the Vendor/Recipient's Contract/Agreement with the Department with all payment vouchers and billing invoices submitted to the Vendor/Recipient.

#### G. CONDITIONS FOR EARLY SUBCONTRACT/SUB-AWARD TERMINATION

This Subcontract/Sub-Award may be terminated prior to the expiration date of the Term if the Subcontractor/Sub-Recipient fails to deliver services to the Vendor/Recipient and/or the Department in compliance with the Vendor/Recipient's Contract/Agreement and Contract/Agreement Program Plan/Scope of Services with the Department and Department rules, regulations, procedures, protocols, and policy guides, all of which are hereby incorporated by reference and made a part of this Subcontract/Sub-Award Agreement. In the event the Subcontract/Sub-Award is terminated prior to the expiration date, the Department shall not be liable to the Subcontractor/Sub-Recipient, any other entity or individual, for any claim of damages or losses arising, directly or indirectly, out of this Subcontract/Sub-Award Agreement or from any other cause. The Department is also not liable for any payments to individuals or entities for which the Subcontractor/Sub-Recipient is contractually obligated.

Early termination of the Subcontract/Sub-Award may also occur under the following additional
conditions:
See grant terms and conditions.

#### H. SERVICE OUTCOMES

The results or outcome to be provided from these services are as follows:

To reduce the trauma undergone by children who are alleged victims of child sexual abuse or serious physical abuse.

#### I. ADDITIONAL FEES

Neither the Subcontractor/Sub-Recipient nor the Vendor/Recipient shall impose fees upon the Department's clients for services rendered pursuant to the terms of this Subcontract/Sub-Award Agreement.

The Vendor/Recipient and Subcontractor/Sub-Recipient shall meet the terms and conditions referenced in the Department's Fixed Rate Agreement CFS 968-FR or Uniform Grant Agreement CFS 968-Grant and Program Plan/Scope of Services.

#### J. CONFIDENTIALITY

Except as may be required by state or federal law, regulation or order, the Subcontractor/Sub-Recipient shall not release information concerning persons served by the Department without prior written approval of the Director of the Department, or his/her designee.

The Subcontractor/Sub-Recipient shall inform its employees of such confidentiality obligations, as well as the penalties for violation thereof, and shall assure their compliance therewith. The Subcontractor/Sub-Recipient acknowledges that nothing herein prevents the Subcontractor/Sub-Recipient from sharing any confidential

information with the Department for youth for whom the Department has legal responsibility, and the Subcontractor/Sub-Recipient is required to deliver said information to the Department upon request as allowable under state or federal law.

#### K. COMPLIANCE WITH DEPARTMENT RULES AND PROCEDURES

The Subcontractor/Sub-Recipient certifies that the services provided through this Subcontract/Sub-Award comply with all Department rules, regulations, procedures, and policy guides.

#### L. COMPLIANCE WITH LAWS

The Subcontractor/Sub-Recipient shall be bound by and adhere to all applicable Local, State, and Federal Laws. These laws and regulation are incorporated by reference and made a part of this Subcontract/Sub-Award.

#### M. LIABILITY

CFS 968-SUB

The Department assumes no liability for the actions or omissions of the Subcontractor/Sub-Recipient or the Subcontractor/Sub-Recipient's employees or subcontractors/sub-recipients under this Subcontract/Sub-Award. Subcontractor/Sub-Recipient agrees to indemnify and hold the Department harmless against any and all liability, loss, damage, cost or expenses, including attorney's fees, arising from the acts or omissions of the Subcontractor/Sub-Recipient and its employees and subcontractors/sub-recipients or from any violation of any of the state and federal laws and regulations with which the Subcontractor/Sub-Recipient has certified it is in compliance.

#### N. AUDIT/RETENTION OF RECORDS

Subcontractor/Sub-Recipient shall maintain books and records relating to the performance of the Subcontract/Sub-Award and that are necessary to support the amounts charged to the Vendor/Recipient under the Subcontract/Sub-Award. Books and records, including information stored in databases or other computer systems, shall be maintained by the Subcontractor/Sub-Recipient for a period of three years from the date of final payment under the Subcontract/Sub-Award or completion of the Subcontract/Sub-Award, whichever is last. Books and records required to be maintained under this Section shall be available for review or audit by representatives of the Vendor/Recipient, the Department, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with contract monitoring authority, upon reasonable notice and during normal business hours. Subcontractor/Sub-Recipient shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this Section shall establish a presumption in favor of the Vendor/Recipient and State of Illinois for the recovery of any funds the Subcontractor/Sub-Recipient receives from the Vendor/Recipient for services performed pursuant to the Vendor/Recipient's Contract/Agreement with the Department for which adequate books and records are not available to support the purported disbursements. The Subcontractor/Sub-Recipient shall not impose a charge for audit or examination of its books and records.

In consideration of the mutual covenants and agreements contained in this Subcontract/Sub-Award Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Subcontractor/Sub-Recipient and the Vendor/Recipient agree to the terms and conditions set forth herein and have caused this Subcontract/Sub Award Agreement to be executed by their duly authorized representatives on the dates shown below. By signing below, the Subcontractor/Sub-Recipient acknowledges that he/she has read and understands the terms in this Subcontract/Sub-Award, including the Standard Certifications and the Disclosures and Conflicts of Interests certification, and agrees to comply with the requirements reflected herein. The Subcontract/Sub-Award is binding when signed and dated by both Parties.

Signature on file

Vendor/Recipient Executive	Director or Board Chairman	Subcontractor/Sub-Recipient S	Signature	
CACI		Robert Berlin	5/23/2024	
Name (please print)	Date	Name (please print)	Date	

3

#### TAXPAYER IDENTIFICATION NUMBER

I certify that the number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

I certify that I am a U.S. person (including a U.S. resident alien).

- If you are an individual, then enter your name and Social Security Number (SSN) as it appears on your Social Security Card.
- If you are a sole proprietor, then enter the owner's name on the name line followed by the name of the business and the owner's SSN or Employer Identification Number (EIN).
- If you are a single-member LLC that is disregarded as an entity separate from its owner, then enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, then enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: DuPage County	Business
Name:	Taxpayer
Identification Number:	
Social Security Number:	
Or 26 600	CEE1
Or Employer Identification Number: 36-600	0001
Legal Status (check one):	
☐ Individual	■ Governmental
Sole Proprietor	Nonresident alien
Partnership or Legal Services Corporation	Estate or trust
Tax-exempt	Pharmacy (Non-Corp.)
Charitable Organization	Pharmacy/Funeral Home/Cemetery (Corp.)
Corporation providing or billing	Limited Liability Company
medical and/or health care services	(select applicable tax classification)
Corporation NOT providing or billing	D = disregarded entity
medical and/or health care services	C = corporation
	P = partnership
	S = S corporation
Si	gnature on file )
Signature of Authorized Representative:	gridian of this
Printed Name Robert Berlin	Date: 5/23/2024

State of Illinois DCFS CFS 968-SUB

#### SUBCONTRACTOR/SUB-RECIPIENT STANDARD CERTIFICATIONS

This section, in its entirety, applies to subcontractors/sub-recipients used on this contract. Vendor shall include these Standard Certifications in any Subcontract/Sub-Award Agreement used in the performance of the contract using this Subcontract/Sub-Award and Subcontractor/Sub-Recipient Standard Certifications and Financial Disclosures and Conflicts of Interest (Form CFS 968-SUB, Rev. 6/2023) completed and signed by the subcontractor/Sub-Recipient.

Subcontractor/Sub-Recipient acknowledges and agrees that compliance with this subsection in its entirety for the term of the contract and any renewals is a material requirement and condition of the Contract/Agreement. By executing this Subcontract/Sub-Award, Subcontractor/Sub-Recipient certifies compliance with this subsection in its entirety and is under a continuing obligation to remain in compliance and report any non-compliance.

If this contract extends over multiple fiscal years, including the initial term and all renewals, Vendor/Recipient and Subcontractor/Sub-Recipient shall confirm compliance with this section in the manner and format determined by the Department by the date specified by the Department and in no event later than July 1 of each year that the Contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this Subcontract/Sub-Award it may be stricken without affecting the remaining subsections.

- As part of each certification, Subcontractor/Sub-Recipient acknowledges and agrees that should Subcontractor/Sub-Recipient or its subcontractors/sub-grantee provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
  - the contract/Agreement amount may be reduced,
  - the contract/Agreement may be void by operation of law,
  - the State may void the contract/Agreement, in whole or in part, and
  - the Vendor/Recipient and its subcontractors/sub-grantees may be subject to one or more of the following: suspension, debarment, denial of payment, civil and/or criminal prosecution, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

6.2 Subcontractor/Sub-Recipient certifies it and its employees, subcontractors and sub-recipients will comply with Title VI and VII of the U.S. Civil Rights Act of 1964 (42 U.S.C. 2000d et seq. and 2000e et seq.); Section 503 and 504 of the Federal Rehabilitation Act (29 U.S.C. 793 and 794); the Americans with

Disabilities Act (42 U.S.C. § 12101 et seq.); applicable Department rules including Part 307, Indian Child Welfare Services which defines the special rights of American Indians; the U.S. Constitution; the 1970 Illinois Constitution; any state and federal laws, regulations or orders which prohibit discrimination in employment on the grounds of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service other than a dishonorable discharge and service delivery on the grounds of race, sex, color, religion, national origin or ancestry, limited English language proficiency, or by reason of any handicap, in performance of this contract/Agreement.

- 6.3 Subcontractor/Sub-Recipient, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.
- Subcontractor/Sub-Recipient, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies that it, he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.
- 6.5 Subcontractor/Sub-Recipient certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal and is in good standing with the Illinois Secretary of State. 30 ILCS 500/1.15.80, 20-43.
- To the extent there was a current Subcontractor/Sub-Recipient providing the services covered by this contract/Agreement and the employees of that Subcontractor/Sub-Recipient who provided those services are covered by a collective bargaining agreement, Subcontractor/Sub-Recipient certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.
- 6.7 Subcontractor/Sub-Recipient certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.
- 6.8 If Subcontractor/Sub-Recipient has been convicted of a felony, Subcontractor/Sub-Recipient certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10.
- 6.9 If Subcontractor/Sub-Recipient or any officer, director, partner, or other managerial agent of Subcontractor/Sub-Recipient has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Subcontractor/Sub-Recipient certifies at least five years have passed since the date of the conviction. Subcontractor/Sub-Recipient further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract/Agreement void if this certification is false. 30 ILCS 500/50-10.5.

- Subcontractor/Sub-Recipient certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt or is actively disputing or seeking resolution), and Subcontractor/Sub-Recipient and its affiliates acknowledge the State may declare the contract/Agreement void if this certification is false or if Subcontractor/Sub-Recipient or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. 30 ILCS 500/50-11, 50-60.
- 6.11 Subcontractor/Sub-Recipient certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act and acknowledges that failure to comply may result in the contract being declared void. 30 ILCS 500/50-12.
- 6.12 Subcontractor/Sub-Recipient certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.
- 6.13 Subcontractor/Sub-Recipient certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.
- 6.14 Subcontractor/Sub-Recipient certifies it is not in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.
- 6.15 Subcontractor/Sub-Recipient certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.
- 6.16 Subcontractor/Sub-Recipient certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.
- 6.17 Subcontractor/Sub-Recipient certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency grants an exception. 30 ILCS 565.
- 6.18 Drug Free Workplace
  - 6.18.1 If Subcontractor/Sub-Recipient employs 25 or more employees and this contract/Agreement is worth more than \$5,000, Subcontractor/Sub-Recipient certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
  - 6.18.2 If Subcontractor/Sub-Recipient is an individual and this contract/Agreement is worth more than \$5000, Subcontractor/Sub-Recipient certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.
- 6.19 Subcontractor/Sub-Recipient certifies that neither Subcontractor/Sub-Recipient nor any substantially

- owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States. Department of Commerce. 30 ILCS 582.
- 6.20 Subcontractor/Sub-Recipient certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
- 6.21 Subcontractor/Sub-Recipient certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
- 6.22 Subcontractor/Sub-Recipient certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2.
- 6.23 Subcontractor/Sub-Recipient certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
- 6.24 Subcontractor/Sub-Recipient certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584.
- 6.25 Subcontractor/Sub-Recipient certifies that it is not in violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, or any violation has been mitigated. 30 ILCS 500/50-14.5, 410 ILCS 45.
- 6.26 Subcontractor/Sub-Recipient warrants and certifies that it and, to the best of its knowledge, its subcontractors and sub-recipients have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Subcontractors/Sub-Recipients and subcontractors/sub-recipients 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.
- 6.27 Subcontractor/Sub-Recipient certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa) 30 ILCS 587.
- 6.28 Subcontractor/Sub-Recipient certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517/15.
- A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to do business in Illinois prior to submitting a bid or offer. 30 ILCS 500/20-43. If you do not meet these criteria, then your bid or offer will be disqualified.

Subcontractor/Sub-Recipient must make one of the following four certifications by checking the appropriate box. If C or D is checked, then Subcontractor/Sub-Recipient must attach to this form the requested documentation.

А.	is therefore not subject to the requirements of section 20-43 of the Procurement Code.
B.	Subcontractor/Sub-Recipient certifies that it is a legal entity and was authorized to do business in Illinois as of the date for submitting this bid or offer. The State may require Subcontractor/Sub-Recipient to provide evidence of compliance before award.
	x
C.	Subcontractor/Sub-Recipient certifies it is a legal entity and is a foreign corporation performing activities that do not constitute transacting business in Illinois as defined by Illinois Business Corporations Act (805 ILCS 5/13.75). A Subcontractor/Sub-Recipient claiming exemption under the Act must provide a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Subcontractor/Sub-Recipient fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Subcontractor/Sub-Recipient as being non-responsive or not responsible and may disqualify the Subcontractor/Sub-Recipient.
D.	Subcontractor/Sub-Recipient certifies it is a legal entity, and is an entity otherwise recognized under Illinois law as eligible for a specific form of exemption similar to those found in the Illinois Business Corporation Act (805 ILCS 5/13.75). A Subcontractor/Sub-Recipient claiming exemption under a specific law must provide a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Subcontractor/Sub-Recipient fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Subcontractor/Sub-Recipient as being non-responsive or not responsible and may disqualify the Subcontractor/Sub-Recipient.

6.30 Subcontractor/Sub-Recipient certifies it complies with the Illinois Religious Freedom Protection and Civil Union Act and all state laws and rules applicable to civil unions and which prohibit discrimination, and will provide persons entering into a civil union, the legal relationship between two persons of either the same or opposite sex established pursuant to the Illinois Religious Freedom Protection and Civil Union Act, with

the same obligations, responsibilities, protections, and benefits afforded or recognized by the law of Illinois to spouses. 750 ILCS 75/1 et seq.

6.31 Subcontractor/Sub-Recipient certifies that it is in compliance with the Pro-Children Act of 1994, (Public Law 103-227).

The Subcontractor/Sub-Recipient 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 18 years of age which services are supported by Federal or State government assistance (except portions of the facilities which are used for inpatient substance abuse treatment).

#### 6.32 Subcontractor/Sub-Recipient further certifies:

- No funds received under this Contract/Agreement shall be used for attempting to influence federal legislation or to pay the salary or expenses of any individual engaging in said activity.
- No federally appropriated funds have been paid or will be paid, by or on behalf of the Subcontractor/Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- If any funds, other than federally appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Contract/Agreement, etc., the Service Subcontractor/Sub-Recipient must also complete and submit timely, federal form LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
- If there are any indirect costs associated with this Contract/Agreement, totally-lobbying costs shall be separately identified in the indirect cost rate proposal, and thereafter treated as other unallowable activity costs.
- 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 U.S.C. Sec. 1352 (1989). Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.
- **6.33** By signing this Contract/Agreement and attached Disclosures, Subcontractor/Sub-Recipient certifies that all information in this Contract/Agreement is true and correct to the best of the Subcontractor/Sub-Recipient's knowledge, information, and belief; that the funds awarded as a result of this Contract/Agreement shall be used only for the specific purposes authorized in the approved Contract/Agreement, Budget, and Program Plan/Scope of Services and that the award of said funds is conditioned upon such certification.

SUBCONTRACTOR/SUB-RECIPIENT (show Company name and DBA)
County of DuPage
Signature on file
Printed Name Robert Berlin
Title DuPage County State's Attorney Date_ 5 /24/2024
Address 503 N. County Farm Road, Wheaton, IL 60187
Telephone (630)407-8000 Email Address robert.berlin@dupagecounty.gov

#### FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

Financial Disclosures and Conflicts of Interest forms ("forms") must be accurately completed and submitted by the vendor/grantee, any parent entity(ies) and any required subcontractors/sub-recipients. There are **Ten (10)** steps to this form and each must be completed as instructed in the step heading, unless otherwise provided. A bid, offer, or proposal that does not include this form shall be considered non-responsive. The Vendor/Recipient will consider this form when evaluating the bid, offer, or proposal or awarding the contract.

Failure to fully disclose shall render the contract, bid, proposal, subcontract, sub-award or relationship voidable by the Director if s/he deems it in the best interest of the State of Illinois and may be cause for barring Vendor/Recipient or subcontractors/sub-recipients from future contracts, bids, proposals, subcontracts, sub-awards or relationships with the State. The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the previously submitted form is no longer accurate, disclosing entities must provide an updated form.

Separate forms are required for the Vendor/Recipient, any parent entity(ies) and any required subcontractors or sub-grantees. Subcontractor/Sub-Recipient forms must be provided with a copy of the Subcontract/Sub- Award in accordance with the requirements in Part II, Section 17.1 of the primary Agreement.

Subcontractor's/Sub-F	Recipient's Parent Entity(ies)	
	· .	 
Subcontractor/Sub-Recipient		
Name	DuPage County of	
Doing Business As (DBA)		
Parent Entity		 

Instrument of Ownership or

**Beneficial Interest** 

This disclosure is submitted for:

Subcontractor/Sub-Recipient

# STEP 1 SUPPORTING DOCUMENTATION SUBMITTAL

NOTE: You must select one of the eight options below and select the documentation you are submitting. You must provide the documentation the applicable section requires with this form. Option 1 – Publicly Traded Entities 1.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$123,420.00) of the annual salary of the Governor. Attach a copy of the Federal 10-K and skip to Step 3. Option 2 – Privately Held Entities with more than 200 Shareholders 2.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$123,420.00) of the annual salary of the Governor. 2.B. Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and attach the information Federal 10-K reporting companies are required to report under 17 CFR 229,401. Also complete Step 2, Option B. Option 3 — All other Privately Held Entities, not including Individuals and Sole Proprietorships 3.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$123,420.00) of the annual salary of the Governor. Also complete Step 2, Option B. Option 4 – Foreign Entities 4.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$123,420.00) of the annual salary of the Governor. OR 4.B. Attach a copy of the Securities Exchange Commission Form 20-F or 40-F and skip to Step 3. Also complete Step 2, Option B. Option 5 – Not-for-Profit Entities Complete Step 2, Option B. Option 6 – Governmental Entities Complete Step 2, Option B. Option7 – Individuals Skip to Step 3. Option 8 – Sole Proprietors Skip to Step 3. State of Illinois DCFS

CFS 968-SUB

# STEP 2 DISCLOSURE OF FINANCIAL INTEREST OF BOARD OF DIRECTORS

Complete Option A and/or Option B. Additional rows may be inserted into the tables or an attachment may be provided if needed. Individuals, sole proprietors, and governmental entities are not required to complete Step 2.

#### **OPTION A – Ownership Share and Distributive Income**

Ownership Share – If you selected Option 1A, 2A, 2B, 3A, 4A in Step 1, provide the name and address of each individual and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$123,420.00.

TABLE – X			•
below; please reference Step 2, page number SUB-14.			
Check here if including an attachment with requested information in a format substantially sir	milar to	the	format

	TABLE – X							
Name	Address	Percentage of Ownership	\$ Value of Ownership					
		·						

**Distributive Income** – If you selected Option 1A, 2A, 3A, or 4A in Step 1, provide the name and address of each individual and their percentage of the disclosing vendor's total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$123,420.00.

Check here if including an attachment with requested information in a format substantially similar to the format below; please reference Step 2, page number SUB 14.

	TABLE – Y							
Name	Address	% of Distributive Income	\$ Value of Distributive Income					

State of Illinois DCFS CFS 968-SUB

Yes No		
YesINO		
I have disclosed all individual than \$123,420.00 or greater	s or entities that were entitled to than 5% of the total distributive in	receive distributive income in an amount greate acome of the disclosing entity.
Yes No		
OPTION B – Disclosure of Board o	f Directors or Board of Manage	ers
you selected Option 2, 3, 4, 5 or 6 or 10 or 11 or 12 or 13 or 14 or 15 or 16 or 16 or 17 or 18	rith requested information in a for	board of directors or board of managers. Pleamat substantially similar to the format below; pleamat substantially similar to the format substantially
	TABLE – Z	
Name		Address
see attached		
		·
Special Edition (1997)	STEP3	
DIS	CLOSURE OF LOBBYIST	OR AGENT
Yes 🗌 No. Is your company rep	resented by or do you employ a	lobbyist or other agent required to register und
e Lobbyist Registration Act (lobbyist	must be registered pursuant to t	the Act with the Secretary of State) or other age
th any State Agency officer or empl	oyee concerning the bid or offer?	nunicated, is communicating, or may communica?  If yes, please identify each lobbyist and age
cluding the name and address below	Address	Relationship to Disclosing Entity
Name		
Name see attached		sistance provided by each representative

Please certify that the following statements are true.



#### **MEMORANDUM**

TO:

Illinois Department of Children and Family Services

FROM: DATE: County of DuPage August 21, 2023

RE:

DCFS Children Advocacy Center Grant: Contract Step 3, page # SUB 15

#### Step 3 – Disclosure of Lobbyist or Agent

Name	Address Relationship to
	Disclosing Entity
Raucci & Sullivan Strategies,	805 Sylviawood Avenue, Park Lobbyist
LLC	Ridge, IL 60068
Roger C. Marquardt & Co.,	311 S. County Farm Road, Lobbyist
Incorporated	Wheaton, Illinois 60187

Name	Cost/Fees/Compensation/Reimbursements	
Raucci & Sullivan Strategies,	\$50,000	
Roger C. Marquardt & Co.,	\$90,000	
Incorporated ( )		

### STEP 4 **PROHIBITED CONFLICTS OF INTEREST**

Step 4 must be completed for each person disclosed in Step 2, Option A and for Individuals and sole proprietors identified in Step 1, Options 7 and 8 above.

Please	e provide	the	name	of	the	person	for	which	responses	are	provided	in	Step	6.
1.	Do you your office in the								rson who hol	ds an e	lective	Y	'es 🔲 N	No
2.	person who	has be and re	en appoi eceives co	nted t omper	to or e	mployed iı	n any c	ffices or	spouse, or mi agencies of St excess of 60%	ate		<u> </u>	es 🔲 l	No
3.									oouse or mino ois Toll Highw			ΔΑ	es 🔲 N	lo
4.	or who lived	l in you mission	ır residen ı, authorit	ce wit	thin th	e last 12 m	onths	been app	in your reside pointed as a me by State law	nember	of a	Y	es	lo
5.	you the spou	use, or s total o	minor ch distributa	ild of ble in	a perso come	on who red	ceive fi	rom the ${f V}$	he following: /endor more t able income ir	han 7.5	5% of	Y <u>r</u>	es N	0
6.	combined in	terest of the ve	of self witendor's di	th spo stribu	use or table i	minor chi	ld mor	e than 15	ne following: 5% (\$411,400. stributable in	00) in t	he	Ye	es N	0
P	OTENTIAI	LCO	NFLICT	'S O	FINT		TEP REL/		TO PERSO	ONAL	RELATI	ONS	HIPS	
Step 5 dentifi	must be co ed in Step 1,	mplete Option	ed for ea ns 7 and 8	ch pe abov	erson ( e.	disclosed i	n Step	2, Optio	on A and for	Indivi	duals and s	ole pr	oprieto	rs
Please	provide the r	name o	f the pers	son fo	r whic	h response	es are p	provided	in Step 6.					
l. D	o you current mployment of	ly have service	e, or in th s?	e pre	vious 3	years hav	re you	had State	employment,	includi	ng contractu	ıal	Yes	No
	as your spouse or services, in t				or dau	ghter, had S	State e	mploymer	it, including co	ntractu	al employme	nt [	Yes	No
of Illino	is DCES													

CFS 968-SUB

16

3.	Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois?	Yes No
4.	Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years?	Yes No
5.	Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that?	
6.	Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years?	Yes No
7.	Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government?	Yes No
8.	Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist?	Yes No
9.	Do you currently have or in the previous 3 years had compensated employment by any registered election or re- election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?	Yes No
10.	Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or re-election committee registered with the Secretary of State or any county Clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?	Yes No
1	STEP 6	A STATE OF THE STA

# **EXPLANATION OF AFFIRMATIVE RESPONSES**

If you answered "Yes" in Step 4 or 5 (1-10), please provide a detailed explanation that includes, but is not limited to the information detailed in the key below. Please include an attachment, if necessary, with requested information in a format substantially similar to the format below; please reference Step 6, number SUB 17.

- A. Name (of person identified in affirmative responses to questions in step 4 or 5)
- B. Relationship to Contractor
- C. Position/Title or Elected/Appointed Office
- D. State Agency or Organization
- E. Start/End dates of employment or elected/appointed term
- F. Salary/Compensation
- G. Date Compensation Began
- H. DCFS Contract # (if applicable)

The below e 4 or 5 quest	xplanations A-H are provided for Step(indicate 4 or 5), Question(Specify which Step ion (1-10) is explained below. Mark n/a if necessary.)
A.	
В.	
C.	
D.	
E.	
F.	
G.	
Н.	

# STEP 7 DISCLOSURE OF CURRENT AND PENDING CONTRACTS

Do you or your Affiliates I with or receive any other Yes ✓ No	have any contracts, pend funding from units of St	ing contracts, bids, pro ate of Illinois governm	posals, or other ong ent or other govern	going procurement relationship Imental entities?
Affiliates are business co third party. Please iden with or the actual or a governmental entities by project title, value, and co track, and properly alloca	ncerns, organizations, or tify each contract, pend nticipated receipt of ar y showing awarding gov ontract reference, purcha ate, all funding received ther governmental entition	r individuals that contring contract, bid, proping other funding fromvernment entity names order, or bid numbers and monies billed by es. Attach an additio	ol each other or the cosal and other one units of State of and other descriper. Vendor agrees to Vendor and its Aff	hey or their Affiliates receive at are controlled by a commor going procurement relationship f Illinois government or other otive information including the to systematically and accurately filiates under this Contract and time format as provided below
Awarding Government Entity	Project Title	Status	Value	Contract # Reference/P.O./Illinois Procurement Bulletin #
See attached				· · · · · · · · · · · · · · · · · · ·
Please explain the procure	ement relationship if oth	er than contract, purch	ase order, or bid:	

Value Contract # \$ 346,905.65 TM24-082 \$ 13,000.00 ATJ;PY24 \$ 38,300.00 322418 \$ 67,740.00 221203 \$ 460.54,85 192401	178,733.00 150,000.00 7,041,459.00 67,428.00 328,278.11 38		\$ 5.151.280.00 23-681006 \$ 595,551.00 23-401028 \$ 5,528.383.00 24-254028 \$ 2,948.471.00 24-224028 \$ 1196,614.00 24-231028 \$ 10,200,000.00 24-13017 \$ 177,099.00 24-071006 \$ 200,000.00 22-203688 \$ 6,481,999.00 2021-55-013-10A	\$ 102,000.00 2021-55-024-004B \$ 137,747.00 FCSCH00352 \$ 77.339.00 FGSCH00340	\$ 343,204.00 \$ 82,920.00 \$ 6,993.00 \$ 112,600.00 \$ 102,600.00 \$ 6,005,112.00 ID# \$ 915,000.00 \$ 915,000.00 \$ 156,000.00 \$ 647,398.00 \$ 126,600.00 \$ 547,398.00 \$ 126,600.00 \$ 35,000.00
Project Title liinois Court Technology Modernization Program PY24 Acaess to Justice Improvement Grant PY24 Family Violence Coordinating Council Grants SFY24 Victims of Crime Act-Child Advocacy Center Services Program Grant PY24 (VOCA) Adult Redeploy Illinois Program Grant PY24	National Forensic Science Improvement Program Grant PY22 (Coverdell) Comprehensive Law Enforcement Response to Drugs Grant PY24 Aging Case Coordination Unit PY24 DCPS Children's Advocacy Center Grant PY 2024 (year 3, 2022) DCFS Children's Advocacy Center Grant PY24	Workforce Innovation and Opportunity Act (MICA) Grant PY22 Liheap Energy Assistance HHS Grant FY23 Liheap Energy Assistance HHS Grant FY23 Liheap Energy Assistance HHS Grant Supplemental FY23 (LIHEAP) WeatherEation Department of Energy (Eipartisan Infrastructure Law) Grant FY23 IVIA Statewide Rapid Response 1E (PY21) IVIA Statewide Rapid Response 1E (PY21) WeatherEation State Supplemental Grant FY24 WIOA Apprenticeship Expansion Grant FY24	Workforce Innovation and Opportunity Act (WIOA) Grant PY23 Weatherization Department of Energy (DOE) Grant PY24 LIHEAP Energy Assistance STATE Supplemental Grant FY24 Liheap Energy Assistance HIS Grant FY24 Community Services Blook Grant FY24 Wastewater Teat Plant Electrical improvements FY22 Wastewater Teat Plant Electrical improvements FY22 State and Local Workforce Area Grants PY24 Workforce Sorvices Grant for Low-Moderate income Individuals including Immigrants, Migrants, and Refugees PY24 Rebuild Illinois - Timberhate Drainge Improvements PY24 Child Support Enforcement-Title IV-D Program SFY21-25	Access and Visitation Grant PY24 - Child Support Enforcement Supportive Housing Program Grant PY24 (SHP) Donated Funds Initiative Program Grant FY2024 - Title XX	Homeless Prevention Program Grant PV24 (HP)  Hopacoc Enforcement Program Grant PV24  Tobacoc Enforcement Program Grant PV24  Coronel's Certificate Fee Grant FV22  211 Illinois Program Grant PV24  211 Illinois Program Grant PV24  Congestion Mitigation Art Dualify Improvement Program FV2020-2024  Congestion Mitigation Art Qualify Improvement Program FV2020-2024  Congestion Mitigation Art Qualify Improvement Program FV2020-2024  Suistained Traffic Enforcement Program FV24 (STEP)  Unified Work Program (UMP) PV25  Fiscard Mitigation Grant Program FV24  Fiscard Mitigation Grant Program FV25  Enregency Management Performance Grant Program (BRIC) - St. Joseph's Creek  Hazard Witigation Grant Program FV25  Section 316(N-Nonopini Source Pollution Control Grant  Illinois Environmental Profession Agency PV21 Section 604b-Water Quality Management Planning Grant  World Funder Voltims Assistance Program Grant FV24  Illinois Volter Ponistration Succession Grant FV24  Illinois Worler Ponistration FV24  Illinois FV25  Illinois FV2
Awarding Government Entity Administrative Office of the Illinois Courts Administrative Office of the Illinois Courts IL Criminal Justice Information Authority (ICJIA)	IL Criminal Justice Information Authority (ICJIA) L. Criminal Statice Information Authority (ICJIA) IL. Departmen on Aging IL. Dept of Children and Family Services IL. Dept of Children and Family Services	I. Dept of Commerce & Economic Opportunity I. Dept of Commerce & Economic Opportunity II. Dept of Commerce & Economic Opportunity III. Dept of Commerce & Economic Opportunity	Lept of Commerce & Economic Opportunity IL Dept of Healthcare & Family Services	IL Dept of Healthcare & Family Services IL Dept of Human Services IL Dept of Human Services	I. Dept of Human Services II. Dept of Public Health II. Dept of Public Health II. Dept of Public Health II. Dept of Transportation II. Emergency Management Agency II. Emergency Management Agency II. Emergency Management Agency II. Emvironmental Protection Agency II. Environmental Protection Agency II. Sixte Board of Election Agency II. State Board of Election Agency II. State Board of Election

## STEP 8 POTENTIAL CONFLICTS OF INTEREST FOR RELATED PARTY TRANSACTIONS

ſ	NOTE: For purposes of S three highest paid staff fur	teps 8 and Step 9 of t	his Contract, tand the top	<b>Key Management Sta</b> persons managerially re	<b>ff</b> is defined to inclease esponsible for the se	ude the top rvices under
t	this Contract.		•	- ,		
I	Does any Key Managemen	t Staff receive compens	ation or paym	nent in any form from	another organizatior	1?
i	f so, name the employee a or type of payment, and the nclude an attachment, if no pelow; please reference St	e date when the employ ecessary, with requested	/ee began rece d information i	eiving such compensati	on or payment. Plea	ase
	Name of Staff, O	other Organization	Hou	Held and Work rs, (Time of otal hours per week)	Annual Compensatio Date of Hir Other Organi	on and e at
						<del></del>
	pes any Key Management S milies, i.e., spouse, father, i Hold an ownership inter in whole or in part from f	mother, son, or daughte est in an organization th	r): nat leases, sub	contracts, or provides		·
B)	Serve as an executive of to you paid in whole or in	ficer or board member of part from funds genera	of an organiza ted by this Co	tion that subcontracts ntract? ☐Yes ██No	or provides services	or materials
C)	Serve as an employee of duties include performing organization for which he	ng services related to	the subcontra	act or the provision o	naterials and part of of services or mate	f his/her job rials to the
ma	rou answered yes to A, B, or eterials, services or subcon ostantially similar to the for	tract(s). Please include	an attachmen	t, if necessary, with re	ion(s), the nature of quested information	the lease(s), in a format
	Name of Staff, Board	Organization Le	easing,	Nature of Lease, Ser	vices, Material or	]
	Member, Owner or	Contracting, Providin	-	Subcor	itract	
i	stocknolaer	i Materiale	2			1

State of Illinois DCFS CFS 968-SUB

## STEP 9 POTENTIAL CONFLICTS OF INTEREST RELATING TO DEBARMENT & LEGAL PROCEEDINGS

		name of the person or enti	ty for which responses a	re provided:				
Name	e: County	of DuPage			******			
1.	Has any Key Management Staff or the Contracting Entity been debarred or suspended, or otherwise excluded or ineligible from participation in federal assistance programs or under other statutory or regulatory compliance requirements from contracting with any governmental entity?							
2.	Have any k license?	Have any Key Management Staff had adverse action taken in relation to a professional ☐ Yes ✓ No license?						
3.	Has the Con	tracting Entity had any ban	kruptcies?		Yes 🗸 No			
4.	Has the Con	tracting Entity had any adv	erse civil judgments and	administrative findings?	Yes 🗸 No			
5.	Has the Con	tracting Entity or any Key M	lanagement Staff had an	y criminal felony convictions?	☐ Yes 🗸 No			
oositi	on title of eac	h individual. Please includer to the format below; please	an attachment, if neces	des, but is not limited to the name sary, with requested information e number SUB 20.  Nature of Proceedings	Date of Proceedings			
		SI	STEP 10 GN THE DISCLOS	URE				
oidde: disclo:	r offeror/Ven sure informat		uant to Sections 50-13 a of:	authorized officer or employee and 50-35 of the Illinois Procure				
	ure:	Signature on fil	е	Date: 5/23/20:24				
		bert Berlin		Title: DuPage County State	e's Attorney			
		30-407-8000		robert.berlin@dup				

State of Illinois DCFS CFS 968-SUB



File #: FI-R-0114-24 Agenda Date: 7/2/2024 Agenda #: 9.C.

# ACCEPTANCE AND APPROPRIATION OF THE VICTIMS OF CRIME ACT CHILD ADVOCACY CENTER SERVICES PROGRAM GRANT PY25 AGREEMENT NO. 222003 COMPANY 5000 - ACCOUNTING UNIT 6600 \$67,740

(Under the administrative direction of the DuPage County State's Attorney's Office)

WHEREAS, the County of DuPage, on behalf of the DuPage County Children's Advocacy Center and under the direction of the DuPage County State's Attorney's Office, has been notified by the Children's Advocacy Centers of Illinois that grant funds in the amount of \$67,740 (SIXTY-SEVEN THOUSAND, SEVEN HUNDRED FORTY AND NO/100 DOLLARS) are available to be used for the express purpose of the Victims of Crime Act - Child Advocacy Center Services Program; and

WHEREAS, to receive said grant funds, the County of DuPage, on behalf of the DuPage County State's Attorney's Office, must enter into Agreement No. 222003 with the Children's Advocacy Centers of Illinois, a copy of which is attached to and incorporated as a part of this resolution by reference (ATTACHMENT II); and

WHEREAS, the term of the grant agreement is from July 1, 2024 through June 30, 2025; and

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

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

WHEREAS, the DuPage County Board finds that the need to appropriate said 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 Agreement No. 222003 (ATTACHMENT II) between the DuPage County, on behalf of the DuPage County Children's Advocacy Center and under the direction of the DuPage County State's Attorney Office, and the Children's Advocacy Centers of Illinois 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 \$67,740 (SIXTY-SEVEN THOUSAND, SEVEN HUNDRED FORTY AND NO/100 DOLLARS) be made to establish the Victims of Crime Act-Child Advocacy Center Services Program Grant PY25, Company 5000 - Accounting Unit 6600, for the period July 1, 2024 through June 30, 2025; and

BE IT FURTHER RESOLVED by the DuPage County Board that the Executive Director of the Jeanine Nicarico Children's Advocacy Center is approved as the County's Authorized Representative; and

File #: FI-R-0114-24	Agenda Date: 7/2/2024	Agenda #: 9.C.
	LVED that should state and/or federal funding ce iew the need for continuing the specified progra	
BE IT FURTHER RESOneed for other funding is appropriately	OLVED that should the Judicial and Public Spriate, it may recommend action to the Coun	Safety Committee determine the ty Board by resolution.
Enacted and app	roved this 9 <sup>th</sup> day of July, 2024 at Wheaton,	Illinois.
		DEBORAH A. CONROY, CHAIR DU PAGE COUNTY BOARD
	Attest:	
	JEAN	KACZMAREK, COUNTY CLERK

## ATTACHMENT I

## ACCEPTANCE AND APPROPRIATION TO ESTABLISH THE VICTIMS OF CRIME ACT CHILD ADVOCACY CENTER SERVICES PROGRAM GRANT PY25 AGREEMENT NO. 222003

## COMPANY 5000 – ACCOUNTING UNIT 6600 \$67,740

REVENUE	,

4	41000-0004 - Federal Operating Grant - DOJ	\$ 67,740	_	
TOTAL A	NTICIPATED REVENUE		\$	67,740
EXPENDI	<u>ITURES</u>			
PERSONN	NEL			
5	50000-0000 - Regular Salaries	\$ 67,740	_	
	TOTAL PERSONNEL		\$	67,740
TOTAL A	DDITIONAL APPROPRIATION		\$	67,740



## GRANT AGREEMENT BETWEEN Children's Advocacy Centers of Illinois

**AND** 

## **Dupage/Jeanie Nicairco**

The parties to this Grant Agreement (Agreement) are **Children's Advocacy Centers of Illinois** (Grantor) and **Dupage/Jeanie Nicairco** (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	e I	Definitions
Article	e II	Award Information
Article	e 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	t A	Project Description
Exhibit	t B	Deliverables or Milestones
Exhibit	t C	Contact Information
Exhibit	t D	Performance Measures and Standards
Exhibit	t E	Specific Conditions

### PART TWO - Grantor-Specific Terms

Children's Advocacy Center of Illinois GRANT AGREEMENT FISCAL YEAR 2025 / 3/30/2024 Page 1 of 55 Monthly Fiscal Reports are due on the 10<sup>th</sup> of every month. If extension is not requested and approved the report will be considered late. If more than 3 reports are considered late, grantee will be issued a corrective action.

Dupage/Jeanie Nicairco

Fiscal Reports and Monthly Payment Requests must be submitted on AmpliFund.

## PART THREE - Project-Specific Terms

Children's Advocacy Centers of Illinois

Third Grantor Approver

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

By:	Signature on file	
Kim Mangiaracino, Executive Director  By:	Signature of Authorized Representative  Date: (2) 20 4	U
Designee, Amy Apostal, Chief Operating Officer Date:	Printed Name: Catherine Hundley	
Printed Name: Amy Apostal	Printed Title: Director	
Printed Title: <u>Chief Operating Officer</u> Designee	E-mail: <u>catherine.hundley@dupagecounty.go</u> v	
Ву:	Ву:	
Kathy L Murphy, VOCA Grant Manager	Signature of Second Grantee Approver, if applicable	
Date:	Date:	
Printed Name: Kathy L Murphy	Printed Name:	
Printed Title:	Printed Title:	
Second Grantor Approver	Second Grantee Approver (optional at Grantee's discretion)	
Ву:		
Signature of Third Grantor Approver, if applicable		
Date:		
Printed Name:		
Printed Title:		

Children's Advocacy Center of Illinois GRANT AGREEMENT FISCAL YEAR 2025 / 3/30/2024 Page 2 of 55

#### PART ONE - THE UNIFORM TERMS

## ARTICLE I DEFINITIONS

I.1. <u>Definitions</u>. 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 III. Admin. Code 7000.30.

"Budget" has the same meaning as in 44 III. Admin. Code 7000.30.

"Catalog of State Financial Assistance" or "CSFA" has the same meaning as in 44 III. 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 III. 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 III. Admin. Code 7000.30.

"Financial Assistance" has the same meaning as in 44 III. Admin. Code 7000.30.

"GATU" has the same meaning as in 44 III. Admin. Code 7000.30.

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

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

"Grantee Portal" has the same meaning as in 44 III. Admin. Code 7000.30.

"Indirect Costs" has the same meaning as in 44 III. 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 III. 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 III. Admin. Code 7000.30.

Children's Advocacy Center of Illinois GRANT AGREEMENT FISCAL YEAR 2025 / 3/30/2024 Page 3 of 55 "Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with the term "net revenue."

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

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

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

"SAM" means the federal System for Award Management (SAM), the federal repository into which an entity must provide information required for the conduct of business as a recipient.

"State Grantee Compliance Enforcement System" means the statewide framework for State agencies to manage occurrences of non-compliance with Award requirements.

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

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

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

"Unallowable Cost" has the same meaning as in 44 III. 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

- II.1. <u>Term.</u> This Agreement is effective on <u>July 1<sup>st</sup>, 2024</u>, and expires on <u>June 30<sup>th</sup>, 2025</u> (the Term), unless terminated pursuant to this Agreement.
- II.2. <u>Amount of Agreement</u>. Grant Funds must not exceed \$\_67,740.00\_, of which \$\_67,740.00\_ are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

11.3	. <u>Paym</u>	<u>ent</u> . Paym	nent will be	e made as i	follows ( <i>se</i>	e additiona	il payment	requireme	nts in ARTI	CLE IV; ac	dditional	paymen
provisions s	pecific to t	his Award	l mav be ir	ncluded in	PART TWO	or PART T	HREE):					
			,				,					

2.4. <u>Award Identification Numbers</u>. If applicable, the Federal Award Identification Number (FAIN) is 15POVC-22-GG-00740-ASSI, the federal awarding agency is U.S. Department of Justice, Office of Justice Programs, Office for Victims of Crime, and the Federal Award date is September 16, 2022. If applicable, the Assistance Listing Program Title is Crime Victim Assistance and Assistance Listing Number is 16.575. The Catalog of State Financial Assistance (CSFA) Number is 546-00-1745 and the CSFA Name is Victims of Crime Act (VOCA).

## ARTICLE III GRANTEE CERTIFICATIONS AND REPRESENTATIONS

III.1. <u>Registration Certification</u>. Grantee certifies that: (i) it is registered with SAM and <u>W7KRN7E54898</u> 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.

III.2. <u>Tax Identification Certification</u> .	Grantee certifies that: 36-6006551	is Grantee's correct federal employer
identification number (FEIN) or Social Security N	umber. Grantee further certifies, if app	licable: (a) that Grantee is not subject to
backup withholding because (i) Grantee is exemp	pt from backup withholding, or (ii) Gra	ntee has not been notified by the Internal
Revenue Service (IRS) that Grantee is subject to I	backup withholding as a result of a fail	ure to report all interest or dividends, or (iii)
the IRS has notified Grantee that Grantee is no lo	onger subject to backup withholding; a	nd (b) Grantee is a U.S. citizen or other U.S.
person. Grantee is doing business as a (check or	ne):	
☐ Individual	Pharmacy-Non-Corpora	ate
Sole Proprietorship	Pharmacy/Funeral Hon	ne/Cemetery Corp.
□ n+	□ T F .	

Individual	☐ Pharmacy-Non-Corporate
Sole Proprietorship	Pharmacy/Funeral Home/Cemetery Corp.
Partnership	X Tax Exempt
Corporation (includes Not For Profit)	Limited Liability Company (select
Medical Corporation	applicable tax classification)
X Governmental Unit	₱₱ P = partnership
Estate or Trust	★★ C = corporation

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

Children's Advocacy Center of Illinois GRANT AGREEMENT FISCAL YEAR 2025 / 3/30/2024 Page 5 of 55 Agreement.

- III.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 III. 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).
- III.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.
- III.5. <u>Specific Certifications</u>. 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.

Children's Advocacy Center of Illinois GRANT AGREEMENT FISCAL YEAR 2025 / 3/30/2024 Page 6 of 55

- (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.
- (I) 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

Children's Advocacy Center of Illinois GRANT AGREEMENT FISCAL YEAR 2025 / 3/30/2024 Page 7 of 55 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

- IV.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.
- IV.2. <u>Pre-Award Costs.</u> Pre-award costs are not permitted unless specifically authorized by Grantor in <u>Exhibit A</u>, <u>PART TWO</u> or <u>PART THREE</u> 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.
- IV.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**.
- **IV.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.
- IV.5. <u>Payments to Third Parties</u>. 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.
- IV.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.
  - IV.7. <u>Interest</u>.

Children's Advocacy Center of Illinois GRANT AGREEMENT FISCAL YEAR 2025 / 3/30/2024 Page 8 of 55

- (a) All interest earned on Grant Funds held by a Grantee will be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in <u>PART TWO</u> or <u>PART THREE</u>. Grantee must remit annually any amount due in accordance with 2 CFR 200.305(b)(9) or to Grantor, as applicable.
- (b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).
- IV.8. <u>Timely Billing Required</u>. 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 <u>ARTICLE II, PART TWO</u>, or <u>PART THREE</u>. 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.
- IV.9. <u>Certification</u>. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

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

## ARTICLE V SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

- V.1. <u>Scope of Award Activities/Purpose of Award</u>. Grantee must perform as described in this Agreement, including as described in <u>Exhibit A</u> (Project Description), <u>Exhibit B</u> (Deliverables or Milestones), and <u>Exhibit D</u> (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 III. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in <u>PART TWO</u> (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in <u>PART THREE</u> (Project-Specific Terms).
- V.2. <u>Scope Revisions</u>. Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 III. 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.
- V.3. <u>Specific Conditions</u>. If applicable, specific conditions required after a risk assessment are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 III. Admin. Code 7000.340(e).

Children's Advocacy Center of Illinois GRANT AGREEMENT FISCAL YEAR 2025 / 3/30/2024 Page 9 of 55

#### ARTICLE VI BUDGET

- VI.1. <u>Budget</u>. 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.
- VI.2. <u>Budget Revisions</u>. 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 III. 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.
- VI.3. <u>Notification</u>. 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 III. Admin. Code 7000.370(b)(7).

## ARTICLE VII ALLOWABLE COSTS

VII.1. <u>Allowability of Costs: Cost Allocation Methods</u>. 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.

#### VII.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 III. 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

Children's Advocacy Center of Illinois GRANT AGREEMENT FISCAL YEAR 2025 / 3/30/2024 Page 10 of 55 regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

- (d) A grantee who does not have a current negotiated rate, may elect to charge a de minimis rate of 10% of Modified Total Direct Cost which may be used indefinitely. No documentation is required to justify the 10% de minimis Indirect Cost Rate. 2 CFR 200.414(f).
- VII.3. <u>Transfer of Costs</u>. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.
- VII.4. <u>Commercial Organization Cost Principles</u>. 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.
- VII.5. <u>Financial Management Standards</u>. The financial management systems of Grantee must meet the following standards:
  - (a) Accounting System. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program.

    Accounting records must contain information pertaining to State and federal pass-through awards, authorizations,
    Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.
  - (b) **Source Documentation**. Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.
    - (i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.
    - (ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in <u>PART TWO</u>, <u>PART THREE</u> or <u>Exhibit E</u> of the requirement to submit personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.
    - (iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.
    - (iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.
  - (c) **Internal Control**. Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

Children's Advocacy Center of Illinois GRANT AGREEMENT FISCAL YEAR 2025 / 3/30/2024 Page 11 of 55

- (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.
- VII.6. <u>Profits</u>. 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).
- VII.7. <u>Management of Program Income</u>. Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

### ARTICLE VIII LOBBYING

- VIII.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.
- VIII.2. <u>Federal Form LLL</u>. 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.
- VIII.3. <u>Lobbying Costs</u>. 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.
- VIII.4. <u>Procurement Lobbying</u>. 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.
- VIII.5. <u>Subawards</u>. 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.
- VIII.6. <u>Certification</u>. 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.

Children's Advocacy Center of Illinois GRANT AGREEMENT FISCAL YEAR 2025 / 3/30/2024 Page 12 of 55

## ARTICLE IX MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

- IX.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 III. 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.
- IX.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 III. 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.
- IX.3. <u>Failure to Maintain Books and Records</u>. Failure to maintain books, records and supporting documentation, as described in this ARTICLE, establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.
- IX.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

## ARTICLE X FINANCIAL REPORTING REQUIREMENTS

**X.1.** Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee due to the funding source or pursuant to specific award conditions. 2 CFR 200.208. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

## **X.2.** <u>Financial Close-out Report.</u>

- (a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in <u>PART TWO</u> or <u>PART THREE</u>, 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.

Children's Advocacy Center of Illinois GRANT AGREEMENT FISCAL YEAR 2025 / 3/30/2024 Page 13 of 55 X.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

- XI.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 III. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in Exhibit D, PART TWO or PART THREE at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in PART TWO, PART THREE, or Exhibit E pursuant to specific award conditions. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.329.
- XI.2. <u>Performance Close-out Report</u>. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in <u>PART TWO</u> or <u>PART THREE</u>, 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).
- XI.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in PART TWO or PART THREE of this Agreement.

## ARTICLE XII AUDIT REQUIREMENTS

- XII.1. <u>Audits</u>. 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 III. Admin. Code 7000.90.
- XII.2. <u>Consolidated Year-End Financial Reports (CYEFR)</u>. 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 <u>PART TWO</u> or <u>PART THREE</u>. 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 III. 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.

Children's Advocacy Center of Illinois GRANT AGREEMENT FISCAL YEAR 2025 / 3/30/2024 Page 14 of 55 (c) The CYEFR must follow a format prescribed by Grantor.

#### XII.3. Entities That Are Not "For-Profit".

- a) This Paragraph applies to Grantees that are not "for-profit" entities.
- (b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 III. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.
- (c) <u>Financial Statement Audit</u>. If, during its fiscal year, Grantee expends less than \$750,000 in federal Awards, Grantee is subject to the following audit requirements:
  - (i) If, during its fiscal year, Grantee expends \$500,000 or more in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO. PART THREE** or **Exhibit E** based on Grantee's risk profile.
  - (ii) If, during its fiscal year, Grantee expends less than \$500,000 in State-issued Awards, but expends \$300,000 or more in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).
  - (iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 III. 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 III. 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.

## XII.4. "For-Profit" Entities.

- (a) This Paragraph applies to Grantees that are "for-profit" entities.
- (b) Program-Specific Audit. If, during its fiscal year, Grantee expends \$750,000 or more in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 III. 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.

Children's Advocacy Center of Illinois GRANT AGREEMENT FISCAL YEAR 2025 / 3/30/2024 Page 15 of 55

- (c) <u>Financial Statement Audit</u>. If, during its fiscal year, Grantee expends less than \$750,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.
- (d) <u>Publicly-Traded Entities</u>. 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.
- XII.5. <u>Performance of Audits</u>. 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.
- XII.6. <u>Delinquent Reports</u>. 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 III. Admin. Code 7000.80.

## ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

#### XIII.1. Termination.

- (a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.
- **(b)** If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).
  - (c) This Agreement may be terminated, in whole or in part, by Grantor:
    - (i) Pursuant to a funding failure under Paragraph 4.1;
  - (ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or
  - (iii) If the Award no longer effectuates the Program goals or agency priorities as set forth in **Exhibit A**, **PART TWO** or **PART THREE**.
- XIII.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

Children's Advocacy Center of Illinois GRANT AGREEMENT FISCAL YEAR 2025 / 3/30/2024 Page 16 of 55 that Grantee could not reasonably avoid during the period of suspension.

- XIII.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 III. Admin. Code 7000.80 and 7000.260.
- XIII.4. <u>Objection</u>. 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 III. Admin. Code 7000.80 and 7000.260.

#### XIII.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.
- XIII.6. <u>Close-out of Terminated Agreements</u>. 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

- XIV.1. <u>Subcontracting/Subrecipients/Delegation</u>. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.
- XIV.2. <u>Application of Terms</u>. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b)(2).

Children's Advocacy Center of Illinois GRANT AGREEMENT FISCAL YEAR 2025 / 3/30/2024 Page 17 of 55 XIV.3. <u>Liability as Guaranty</u>. 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

- XV.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).
- XV.2. <u>Failure to Provide Notification</u>. 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.
- XV.3. <u>Notice of Impact</u>. 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.
- XV.4. <u>Effect of Failure to Provide Notice</u>. 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

XVI.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

XVII.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to

Children's Advocacy Center of Illinois GRANT AGREEMENT FISCAL YEAR 2025 / 3/30/2024 Page 18 of 55 Grantor. 2 CFR 200.113; 30 ILCS 708/35.

- XVII.2. <u>Prohibited Payments</u>. 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 <u>not</u> an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.
- XVII.3. <u>Request for Exemption</u>. 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

- XVIII.1. <u>Purchase of Equipment</u>. 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.
- XVIII.2. <u>Prohibition against Disposition/Encumbrance</u>. 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 <u>PART TWO</u> or <u>PART THREE</u> 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.
- XVIII.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.
- XVIII.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.
- XVIII.5. <u>Domestic Preferences for Procurements</u>. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Grantee must, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all

Children's Advocacy Center of Illinois GRANT AGREEMENT FISCAL YEAR 2025 / 3/30/2024 Page 19 of 55 contracts and purchase orders for work or products under this Award.

## ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

- XIX.1. <u>Promotional and Written Materials</u>. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee must obtain Prior Approval for the use of those funds (2 CFR 200.467) and must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.
- XIX.2. <u>Prior Notification/Release of Information</u>. 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

- XX.1. <u>Maintenance of Insurance</u>. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in <u>PART TWO</u> or <u>PART THREE</u>.
- XX.2. <u>Claims</u>. 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

XXI.1. <u>Independent Contractor</u>. 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.

#### XXI.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.

Children's Advocacy Center of Illinois GRANT AGREEMENT FISCAL YEAR 2025 / 3/30/2024 Page 20 of 55 (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

- XXII.1. <u>Gift Ban</u>. 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.
- XXII.2. <u>Assignment Prohibited</u>. 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.
- XXII.3. <u>Copies of Agreements upon Request</u>. 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.
- **XXII.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.
  - XXII.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.
- XXII.6. <u>No Waiver</u>. 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.
- XXII.7. <u>Applicable Law; Claims</u>. 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.
- XXII.8. <u>Compliance with Law</u>. This Agreement and Grantee's Obligations and services hereunder must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 III. 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.
- XXII.9. <u>Compliance with Freedom of Information Act</u>. 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).

#### XXII.10. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this

Children's Advocacy Center of Illinois GRANT AGREEMENT FISCAL YEAR 2025 / 3/30/2024 Page 21 of 55 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 <u>PART ONE</u> and <u>PART TWO</u> or <u>PART THREE</u> of this Agreement, <u>PART TWO</u> controls. In the event there is a conflict between <u>PART TWO</u> and <u>PART THREE</u> of this Agreement, <u>PART TWO</u> 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 <u>PART TWO</u> or <u>PART THREE</u>, and in such cases, those requirements control.
- XXII.11. <u>Illinois Grant Funds Recovery Act</u>. 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.
- XXII.12. <u>Headings</u>. 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.
- XXII.13. <u>Counterparts</u>. 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.
- XXII.14. <u>Attorney Fees and Costs</u>. 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.
- XXII.15. <u>Continuing Responsibilities</u>. 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 III. 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 III. Admin. Code 7000.440.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

#### **EXHIBIT A**

#### PROJECT DESCRIPTION

The project has been implemented and the VOCA funds will be utilized to continue partially funding one (1) case manager who provides victim services and referrals to child victims of sexual and severe physical abuse as well as their non-offending family members. The Case Managers work together in teams providing criminal justice support/advocacy; personal, medical and emergency legal advocacy; information, referrals and follow-up contact. Generally, the case management duties include conducting service needs assessments, following up and assessing client progress and modifying service plans to accommodate changes. A case manager is assigned to each team and becomes involved in the case from intake.

The DuPage County Children's Advocacy Center interacts with the YWCA as well as other counselors in the community by informing the victims of the counseling services they provide to help the victims and their non-offending families through these difficult times. The Center also interacts with Edward Hospital by having them perform specialized exams of the victims when needed. The doctors and nurses at Edward Hospital are trained to provide a caring environment which puts the victims a little more at ease with these types of examinations.

Normal hours of operation are Monday through Friday, 8:00 a.m. to 4:30 p.m. In addition, investigators are on call 24 hours a day, 365 days a year. The Center investigators and Case Managers will also adjust their working hours to accommodate the needs of a victim's families' schedules.

There are several ways victims and their non-offending families are made aware of the Crime Victim's Compensation Program. Every non-offending family that comes to the Children's Center is given a Crime Victim's Compensation Program application and pamphlet. The application and pamphlet are also available in the waiting room of the Children's Center. When a case manager attends a specialized medical exam with the families at Edward Hospital, they are also given Crime Victim's Compensation Program information. Many of the counselors to whom the case managers refer the families also give Crime Victim's Compensation Program information for counseling reimbursement.

The DuPage CAC's facility is large enough to safely accommodate the clientele and is handicapped accessible. The facility contains sufficient equipment and furniture to provide the services offered.

Due to the sensitive nature of the investigations, the Center does not use volunteers. All investigators and staff are employees of the DuPage State's Attorney's office and are subject to a criminal background check and fingerprinting at hiring.

Staff training is given a high priority at the Center and every effort is made to provide training to staff on a regular basis, to update and improve skills and to keep current on best practices and research in the field of child abuse investigation, prosecution and treatment. Funds for training are available through the DuPage County State's Attorney's Office as well as the Friends of DuPage County Children's Advocacy Center. Training will be identified as it becomes available and determined relevant to the tasks of the case manager

Children's Advocacy Center of Illinois GRANT AGREEMENT FISCAL YEAR 2025 / 3/30/2024 Page 23 of 55

## **EXHIBIT B**

## **DELIVERABLES OR MILESTONES**

Task	Staff Position Responsible	Date Due
Monthly VOCA PFR Both Excel Workbook and Signed PDF	Robin Bolton, Finance Manager Supervised by : Robert Lyons, Chief of Administration	10 <sup>th</sup> of every Month
Quarterly Data Reports: Data, Progress, and Time Keeping Documents	Mary Olmstead, Admin. Asst.  Supervised by: Catherine Hundley Director	October 10 <sup>th</sup> , 2024 January 10 <sup>th</sup> , 2025 April 10 <sup>th</sup> , 2025 July 10 <sup>th</sup> , 2025
Subgrant Award Report (SAR)	Robin Bolton, Finance Manager Supervised by : Robert Lyons, Chief of Administration	Monitor will reach out to collect
Civil Rights Training	All program staff that have the possibility of interacting with clients or victims	Within the first quarter of the grant period
Final Reports: Final PFR, Final Progress Report, and Property Inventory Report	Mary Olmstead, Admin. Asst. Supervised by: Catherine Hundley, Director Robin Bolton, Finance Manager Supervised by: Robert Lyons, Chief of Administration	July 12 <sup>th</sup> , 2025

#### **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

Children's Advocacy Centers of Illinois	Dupage/Jeanie Nicairco
Name: Kathy Murphy	Name: <u>Catherine Hundley</u>
Title: VOCA Grant Manager	Title:Director
Address 400 South Ninth Street. Suite 101. Springfield. Illinois 62701	Address: 422 N. County Farm Road, Wheaton, IL 60187
Phone:217-414-3537	Phone: 630-47-2733
E-mail Address: <u>kathy@cacionline.org</u>	E-mail Address: _catherine.hundley@dupagecounty.gov <u>GRANTEE PAYMENT ADDRESS</u> (If different than the address above)
	Address:
FOR GRANT ADMINISTRATION	
GRANTOR CONTACT	GRANTEE CONTACT
Name:Jayonna Craig	Name: Catherine Hundley
Title: <u>VOCA Program Grant Monitor</u>	Title: Director
Address: 400 South Ninth Street. Suite 101. Springfield. Illinois 62701	Address: 422 N. County Farm Road, Wheaton, IL 60187
Phone: <u>217-707-0023</u>	Phone: 630-407-2733
TTY#:	TTY #:
E-mail Address:jayonna@cacionline.org	E-mail Address: catherine.hundley@dupagecounty.gov

Children's Advocacy Center of Illinois GRANT AGREEMENT FISCAL YEAR 2025 / 3/30/2024 Page 25 of 55

Children's Advocacy Center of Illinois GRANT AGREEMENT FISCAL YEAR 2025 / 3/30/2024 Page 26 of 55

## **EXHIBIT D**

## PERFORMANCE MEASURES AND STANDARDS

Service Objectives Provide the following services to victims of crime:	Performance Indicators
# 500 clients will receive Criminal Justice Advocacy.	# of clients provided with Criminal Justice Advocacy
# 35 clients will receive Medical Advocacy.	# of clients provided with Medical Advocacy
# 20 clients will receive Other Advocacy.	# of clients provided with Other Advocacy
# 300 clients will receive Case Coordination services.	# of clients provided with Case Coordination services
# 500 clients will receive Case Management services.	# of clients provided with Case Management services
# clients will receive Family Counseling.	# of clients provided with Family Counseling
# clients will receive Group Counseling.	# of clients provided with Group Counseling
# 300 clients will receive In-Person Counseling.	# of clients provided with In-Person Counseling
# 300 clients will receive Crime Victims Compensation assistance.	# of clients provided with Crime Victims Compensation assistance
# 200 clients will receive Crisis Intervention (in- person).	# of clients provided with Crisis Intervention (in- person)
# 350 clients will receive Mental Health services.	# of clients provided with Mental Health services
# 200 clients will receive Phone Counseling/Crisis Intervention.	# of clients provided with Phone Counseling/Crisis Intervention
# 375 clients will receive Referral services.	# of clients provided with Referral services
# N/A clients will receive Transportation.	# of clients provided with Transportation
# 200 clients will receive a Victim Sensitive Interview (VSI).	# of clients provided with a Victim Sensitive Interview (VSI)
#200 clients will receive VSI Coordination assistance.	# of clients provided with VSI Coordination assistance
# <sub>N/A</sub> clients will receive Relocation Services.	# of clients provided with Relocation Services

Children's Advocacy Center of Illinois GRANT AGREEMENT FISCAL YEAR 2025 / 3/30/2024 Page 27 of 55

# _100 clients will receive Language/Interpreter Services.	# of clients provided with Language/Interpreter Services

#### **EXHIBIT E**

#### **SPECIFIC CONDITIONS**

- 1. Grantor may remove (or reduce) a Specific Condition included in this Exhibit by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.
- 2. [List all specific conditions from the Risk Assessment. Leave blank, if none.]
- 3. [List all specific conditions from merit based review and grantee's Internal Controls Questionnaire (FY' 23 ICQ). Leave blank, if none.]
- 4. If Grantee has a Cognizant Agency, Grantee agrees to comply with all of the terms and conditions required by the Cognizant Agency as a result of Grantee's Internal Controls Questionnaire.

#### PART TWO -GRANTOR-SPECIFIC TERMS

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

#### 23. Definitions

"Youth" means an individual under 18 years of age.

24. Mandatory Attendance. Grantee shall attend meetings as required by Grantor.

#### 25. Commencement of Performance.

- 25.1. If performance has not commenced within 60 days of the execution date of this Agreement, Grantee agrees to report by letter to Grantor the steps taken to initiate the program, the reasons for the delay, and the expected starting date.
- 25.2. If the program is not operational within 90 days of the execution date of this Agreement, Grantee agrees to submit a second letter to Grantor explaining the implementation delay. Grantor may at its discretion either cancel this Agreement or extend the implementation date of the program past the 90-day period.
- 25.3. If the program is interrupted for more than 30 days after commencement, Grantee agrees to notify Grantor in writing explaining the reasons for the interruption and the steps being taken to resume operation of the program. Grantor may, at its discretion, reduce the amount of grant funds awarded and/or terminate this Agreement if the program is interrupted for more than 90 days.
- 26. <u>Budget Changes</u>. Grantee may transfer funds among direct cost categories, however line-item transfers are capped at \$50,000 and limited to 10% of the total award. Line-item transfers larger than this amount require a budget revision approval from Grantor.
  - 27. Reporting and Evaluation Requirements.
    - 27.1. Grantee shall submit the following reports to the Grantor:
      - Performance reports for the preceding quarter relevant to the performance indicators listed in the Agreement. The
        quarterly progress reports are due not more than 15 days after the end of the quarter, unless another reporting
        schedule has been required or approved by the Grantor. and
      - Fiscal reports detailing financial expenditures for the previous month. Fiscal reports shall be submitted by the 15th of every month following the first complete month of the grant period.
    - 27.2. Grantor may give the grantee permission, in writing, to report on a quarterly schedule. Such permission can be revoked by the grantor at any time. If such permission is given, the quarterly reports should be submitted based on the following schedule:

> Children's Advocacy Center of Illinois GRANT AGREEMENT FISCAL YEAR 2025 / 3/30/2024 Page 30 of 55

December 31 January 10
March 31 April 10
June 30 July 10

#### 28. Timekeeping.

- 28.1. Grantee shall maintain the following time keeping records on-site for all grant-funded and match personnel:
  - A. Personnel who spend less than 100% of their time on the funded program must maintain records that accurately reflect the time the employee spends performing the program and any other duties. These records must:
    - 1. reflect an after-the-fact distribution of the employee's actual activity (not budgeted time);
    - 2. account for attendance and the daily total activity for which the employee is compensated (by all funding sources);
    - 3. be prepared at least monthly and coincide with one or more pay periods;
    - 4. be signed by the employee and approved by a supervisor having firsthand knowledge of the work performed; and
    - 5. \_be supplemented with daily attendance timesheets.
  - B. Personnel who spend 100% of their time on the funded program must certify on a quarterly basis. This time certification form must:
    - 1. include an-after-the fact certification that 100% of the employee's time was spent in support of activities associated with the program;
    - 2. be signed every 3 months by the employee and a supervisor having firsthand knowledge of the employee's work; and
    - 3. be supplemented with daily attendance timesheets.
- 28.2. Payroll records must reflect either the after-the-fact distribution of an employee's actual activities or the certification of an employee's actual work performed.
- 28.3. Volunteers whose time fulfills a match requirement must complete a daily attendance timesheet or log that includes dates and hours worked on the grant program.
- Grantee shall submit a Quarterly Time Keeping Certification to Grantor with each quarterly report, or every third monthly report. The Quarterly Time Keeping Certification shall include a certification listing all employees who must maintain records as set forth in this Section, and match volunteers, including their 1) program working hours and 2) total working hours.
- 29. <u>Closeout requirements</u>. Within 30 days of the expiration date of this Agreement or any approved extension thereof the following documents must be submitted by Grantee to Grantor: (a) final financial status report; (b) final progress reports; (c) property inventory report; and (d) other documents required by Grantor.
- 30. Failure to File in a Timely Fashion.
  - 30.1. In order to preclude the possibility of lapsing of funding, Grantor requires the timely filing of all required reports. Reports shall include but are not limited to, monthly fiscal reports, quarterly progress reports and all reports included in the closeout materials. The final date for submission for all of the closeout material reports is 30 days after the end of the grant period.
  - 30.2. Failure to meet the reporting dates established for the particular reports shall result in the "freezing" of all funds,

Children's Advocacy Center of Illinois GRANT AGREEMENT FISCAL YEAR 2025 / 3/30/2024 Page 31 of 55 in addition to any other remedy stated in this Agreement. The frozen funds shall not be limited to a particular grant that is delinquent, but all grant funds that Grantee has with Grantor shall be frozen. Funds will be released following the completion of all the reporting requirements.

Failure to meet the reporting dates may also result in Grantee being placed on the Illinois Stop Payment List. Grantee will be removed from the Illinois Stop Payment List once past due reports are submitted to Grantor.

#### 31. Procurement Requirements and Requests for Proposals.

- 31.1. All procurement transactions shall be conducted by Grantee in a manner to provide, to the maximum extent practical, open and free competition. Procurement transactions include the purchasing of equipment, commodities, goods and services. Procurement transactions do not include the making of sub-grants. Grantee may use their own procurement regulations which reflect State and local law, rules, and regulations, provided that all procurements made with grant funds minimally adhere to standards established by the Illinois Procurement Code (30 ILCS 550) and 2 CFR 200.318 327.
- 31.2. If the Grantee's established procurement process is less competitive than the following requirements, the following more competitive requirements must be adhered to in lieu of the Grantor's procurement process per 30 ILCS 500/20-20.
  - For procurements of \$100,000 or less, the Grantee is encouraged to formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process. If this is not possible, the Grantee must solicit quotes or bids from at least three sources.
  - For procurements over \$100,000, the Grantee must utilize a competitive source selection such as formally
    advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP)
    process.
- 31.3. As required by Grantor, Grantee shall submit documentation regarding its procurement procedures and grant-funded purchases for Grantor review and approval to assure adherence to applicable guidelines.
- 31.4. Grantee may use a non-competitive procurement process under some circumstances in accordance with 2 CFR 200.320(c). Grantee must request and receive approval, in writing, from Grantor before entering into an agreement through a non-competitive procurement process.

#### 32. Subcontracting.

- 32.1. Grantee shall make reasonable efforts to assure that all subcontractors adhere to the terms and conditions of this agreement. Grantor shall not be responsible for the performance, acts or omissions of any subcontractor.
- 32.2. Grantee is required to submit a copy of the subcontract, Addendum to the Agreement, Required Documentation for Contractor Payment with Compensation and Rate of Pay certifications form, and Sole Source Justification form, if applicable, to Grantor for approval prior to hiring the contractor.
- 32.3. As required by Grantor, Grantee shall submit documentation regarding contracts to be funded with grant funds for Grantor review and approval, to assure adherence to applicable guidelines.
- 32.4. Approval of the use of subcontractors by Grantor does not relieve Grantee of its obligation to assure performance under this agreement. Grantee shall be responsible for the recovery of any unspent and/or misspent grant funds paid to the subcontractor by Grantee.

Children's Advocacy Center of Illinois GRANT AGREEMENT FISCAL YEAR 2025 / 3/30/2024 Page 32 of 55

#### 33. Subawards.

- 33.1 Grantee will monitor subawards to ensure compliance with State and/or Federal statutes, regulations, and the terms and conditions of the subaward. Approval of a subaward does not relieve Grantee of its obligation to assure performance under this Agreement.
- 33.2 Subawards are subject to site visits by both Grantee and Grantor, and must make available all fiscal, personnel, and programmatic data to Grantee and Grantor at either's request. Grantor reserves the right to conduct site visits of all subawards.
- 33.3 Grantee will require all subawards to submit, at a minimum, periodic performance reports and periodic financial reports to Grantee.
- 33.4 As Grantee awards each subaward, Grantee will forward a site visit schedule to Grantor along with any increased monitoring provisions. Any site reports created by Grantee that require a corrective action by a subaward shall be submitted to Grantor along with verification of the corrective action.
- 33.5If the use of a subaward is approved by Grantor, the terms and conditions of this Agreement shall apply to and bind the party to whom such work is subawarded as fully and completely as Grantee is bound and obligated. Grantee is obligated to ensure that the terms of this Agreement are contained in any written subaward agreement. Grantee will ensure that all subawards comply with GATA prequalification requirements as identified in 44 III. Admin. Code 7000.70, including but not limited to Sam.gov registration.
- <u>33.6</u> Prior to the execution of its grant agreement, Grantee will submit their subaward monitoring protocol to Grantor for approval.
- 33.7 Grantee shall use a competitive bidding process for the selection of any subaward not specifically named in this Agreement.
- 33.8 Grantee shall conduct a programmatic risk assessment of every subaward that receives a subaward through this Agreement.
- 33.9 Grantee will evaluate each subaward's risk of noncompliance with federal and state statutes; regulations; rules; laws; guidelines; and conditions of this award. Grantee will impose specific conditions upon a subaward, if appropriate.
- 33.10 Grantee will make fiscal and programmatic technical assistance available to all subawards.
- 33.11 All unspent subaward funds will be returned by Grantee to Grantor within 30 days after the end of each subaward's period of performance.
  - 33.12 Grantee will be responsible for the recovery of any unspent and/or misspent grant funds paid to the subaward by Grantee.
  - 33.13 Grantor is not responsible for the performance, acts, or omissions of any subaward. Grantor will not mediate disputes between Grantee and subawardees.

Children's Advocacy Center of Illinois GRANT AGREEMENT FISCAL YEAR 2025 / 3/30/2024 Page 33 of 55

- 34. <u>Food Costs.</u> Grantee agrees to act in accordance with Grantor's food policy for any food costs paid in whole or in part by funds under this agreement. Grantees must maintain records of actual food costs and how the food supported its program. For events, grantees must maintain records of the event, including receipts for food and other costs and the number of program participants. For emergency food provisions, grantees must maintain records of both the cost of the food provided and the program participant who received it.
- 35. <u>Transportation Costs.</u> Grantee must utilize a tracking system for any transportation costs funded by this agreement. At minimum, the tracking system must track the purpose of each trip and the cost per trip. Grantee shall submit a description of the tracking system to Grantor prior to incurring any transportation costs.

#### 36. Copyrights and Patents.

- 36.1. If this Agreement results in a copyright, the Grantor reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this Agreement and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
- 36.2. If this agreement results in the production of patentable items, patent rights, processes, or inventions, Grantee shall immediately notify Grantor. Grantor will provide Grantee with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered to protect the public interest, in accordance with guidelines.
- 37. Management and Disposition of Equipment and Commodities.
  - 37.1. Equipment and supplies acquired by Grantor with Grantor funds shall be used for purposes of the program described in the exhibits only. Grantee may retain the equipment and supplies acquired with grant funds as long as they serve to accomplish program purposes, whether or not the program continues to be supported by Grantor grant funds, but such determinations as to retention are within the sole discretion of Grantor. If the equipment or supplies originally purchased for the program are no longer capable of fulfilling the needs of the program and must be traded in or replaced, or there is no longer a need for the equipment or supplies, Grantee shall request instructions from Grantor.
  - 37.2. Grantor may deny equipment and supply costs or require that Grantee relinquish already purchased equipment and supplies to Grantor if Grantee fails to employ an adequate property management system governing the use, protection, and management of such property. Grantee is responsible for replacing or repairing equipment and supplies that are willfully or negligently lost, stolen, damaged or destroyed. Grantee shall provide equivalent insurance coverage for grant funded equipment and supplies as provided for other equipment and supplies owned by Grantee. Any loss, damage or theft of equipment and supplies shall be investigated and fully documented, and immediately reported to Grantor.
  - 37.3. Equipment purchased using Grantor funds shall be made available for inspection during site visits, and upon request of Grantor as part of its grant monitoring and oversight responsibilities.

Children's Advocacy Center of Illinois GRANT AGREEMENT FISCAL YEAR 2025 / 3/30/2024 Page 34 of 55

- 37.4. If, for an item of equipment described in the Budget to be purchased with Grantor funds, Grantee does not have, at a minimum, a purchase order dated within 90 days after the start date of the agreement, Grantee shall submit a letter to Grantor explaining the delay in the purchase of equipment. Grantor may, in its discretion:
  - A. Reduce the amount of funding;
  - B. Cancel this agreement;
  - C. Allow Grantee to reallocate the funds that were allocated for such equipment to other allowable Grantor approved costs; or
  - D. Extend the period to purchase this equipment past the 90-day period.
- 38. <u>Program Income</u>. All income, including income resulting from asset seizures or forfeitures, generated as a direct result of the program shall be deemed program income. Program income must be used for the purposes and under the conditions applicable to the use of grant funds. Program income may be retained by Grantee for any purpose that furthers the objectives of the grant or deducted from the total allowable costs in accordance with Part I, 7.7. Grantee shall report and account for such program income as required by the Grantor.
- 39. <u>Separate Revenue and Expenditure Accounts</u>. Grantee must have an accounting system that meets the following requirements:
  - (a) Provides for the clear identification, in its accounts, of all Federal awards, State awards, and matching funds received or expended.
  - (b) Enables the preparation of reports required by general and program-specific terms and conditions of Grantee's awards.
  - (c) Allows the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes; regulations; and the terms and conditions of the Federal or State award.
  - (d) Requires each Federal award, State award, and matching fund revenues and expenditures to be accounted, recorded, and tracked separately by funding source.
  - (e) Includes classification of expenditures (e.g., personnel, commodities, equipment).
  - (f) Maintains a system coding or classification system that permits summarization and reporting of grant revenue and expenditures by specific accounts, programs, projects, etc.
  - (g) Ensures that Federal and State awarded funds and matching funds are not commingled with funds from other Federal, State, or private sources. 2 CFR 200.302.
  - (h) Maintain an accounting system that utilizes generally accepted standards of accounting.

#### 40. Publications.

- 40.1. In addition to the requirements of Part I, Article XIX Grantee shall submit to Grantor for review, certain publications that will be issued by Grantee describing or resulting from programs or projects funded in whole or in part with grant funds, no later than 30 days prior to its printing.
- 40.2 The publications subject to this review are: journals and annual reports that describe how grantee has used the funding, any paid advertisement or public awareness campaign regardless of format, and any other publication that cumulatively costs more than \$1000 to create or produce. These publication review requirements do not apply to press releases, flyers advertising approved program

Children's Advocacy Center of Illinois GRANT AGREEMENT FISCAL YEAR 2025 / 3/30/2024 Page 35 of 55 activities only, newsletters and issue analyses.

- 40.3. Grantor reserves the right to require the resubmission of any publication for additional review and comment, prior to its printing.
- 40.4. All publications shall supplement the language required by Part I, Article XIX with the following statement:

"Funding provided in whole or in part by the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the State of Illinois, or the Illinois Criminal Justice Information Authority."

- 40.5. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal grant funds, Grantee shall clearly state (1) the percentage of the total cost of the program or project which will be funded under this agreement, and (2) the dollar amount of funding for the project or program in addition to the statement required in 42.4.
- 40.6 Exceptions to the above requirements shall only be allowed upon Grantor's written prior approval.

#### 41. Reporting Grant Irregularities.

- 41.1. Grantee shall promptly notify Grantor through their Grant Monitor when an allegation is made, or Grantee otherwise receives information, reasonably tending to show the possible existence of any irregularities or illegal acts in the administration of grant funds. Grantor, per its agency policy, shall determine the reasonableness of the allegation of the irregularities or illegal action and determine the appropriate course of action. Possible actions would include conducting an internal audit or other investigation or contacting the proper authorities. Illegal acts and irregularities include such matters as conflicts of interest, falsification of records or reports both data, financial and programmatic, and the misappropriation of funds or other assets.
- 41.2. Grantee shall inform any sub-recipient of Grantor's grant funds that the sub-recipient is similarly obligated to report irregularities.
- 41.3. Failure to report known irregularities can result in suspension of the Interagency Agreement or other remedial action. In addition, if Grantee's auditor or other staff becomes aware of any possible illegal acts or other irregularities prompt notice shall be given to Grantee's director. Grantee, in turn, shall promptly notify Grantor as described above of the possible illegal acts or irregularities. If the possible misconduct involves Grantee's director, Grantee staff member shall provide prompt notice directly to Grantor.
- 41.4. In addition, Grantor, if in its judgment there is a reasonable allegation of irregularity or illegal act, shall inform the Office of Justice Program's Office of the Comptroller, the Department of Justice's Office of Professional Responsibility and the Office of Inspector General, and state and local law

Children's Advocacy Center of Illinois GRANT AGREEMENT FISCAL YEAR 2025 / 3/30/2024 Page 36 of 55 enforcement agencies or prosecuting authorities, as appropriate, of any known violations of the law within their respective area of jurisdiction.

41.5. Known or suspected violations of any law encountered during audits, including fraud, theft, embezzlement, forgery, or other serious irregularities, must be immediately communicated to Grantor and appropriate federal, State, and local law enforcement officials.

		Grantee agrees to develop and maintain a record-keeping system to document all Agreement activities and expenditures. These records will act as the original source material for compilation ata and all other program activity.		
	41.6. be repo	The reporting of any irregularities, illegal acts and the proposed or actual corrective action shall rted to Grantor at:		
		And ICJIA at:		
		Illinois Criminal Justice Information Authority Attn: Office of General Counsel 60 E. Van Buren Street, Ste 650 Chicago, IL 60605 CJA.OGCreport@illinois.gov		
42.	Reporti	ng Potential Fraud, Waste, or Similar Misconduct.		
	42.1. Grantee shall promptly refer to Grantor, via their assigned Grant Monitor, any credible evidence that a principal, employee, agent, contractor, subcontractor, or subaward has either submitted a false claim for grant funds in violation of the False Claims Act or committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving grant funds.			
	42.2.	Potential fraud, waste, abuse or misconduct shall be reported to Grantor at:		
		Children's Advocacy Center of Illinois		

Children's Advocacy Center of Illinois GRANT AGREEMENT FISCAL YEAR 2025 / 3/30/2024 Page 37 of 55


And ICJIA at:

Illinois Criminal Justice Information Authority Attn: Office of General Counsel 60 E. Van Buren Street, Ste 650 Chicago, IL 60605 CJA.OGCreport@illinois.gov

- 43. <u>Crimes of Dishonesty.</u> Grantee shall notify Grantor if any of its own or any of its subawards' and/or its subcontractors' board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority is criminally charged with or convicted of theft, fraud, or any other crime involving dishonesty at any point during the period of performance of this grant. Grantor may terminate this agreement, at Grantor's sole discretion, if Grantee's or any of its subawards' and/or its subcontractors' board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority become convicted of theft, fraud, or any crime involving dishonesty.
- 44. <u>Conflict of Interest in Hiring and Procurement</u>. In addition to the requirements of Part I, Article XVII, no employee, officer, or agent of Grantee shall participate in the selection of a contractor, award of a contract, administration of a contract, or hiring of personnel supported by grant funds if a conflict of interest, real or apparent, would be involved. Grantee shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.
- 45. <u>Safeguarding Constitutional Protections Related to Religion</u>
  - 46.1 Grantee certifies that grant and match funded services must be offered without regard to religious affiliation. Grantee also certifies that the receipt of services through the grant funded program shall not be contingent upon participation in a religious event or activity. Grant or match funds may not be used for any explicitly religious activities such as worship, religious instruction, or proselytization. Grantee may engage in inherently religious activities, but such activities must be separate in time or place from the grant funded program, and beneficiaries cannot be compelled to participate in them.
  - 46.2 Faith-based organizations may consider religion when hiring staff if consistent with the Religious Freedom Restoration Act and other applicable laws. If the grant is funded with federal funds, Grantee must receive prior approval from the Department of Justice, Office for Civil Rights.
- 46. Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters. Grantee and any entity that receives a contract or subcontract with any funds under this award, may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency Children's Advocacy Center of Illinois

GRANT AGREEMENT FISCAL YEAR 2025 / 3/30/2024

Page 38 of 55

authorized to receive such information.

- a. In accepting this award, Grantee -
  - represents that it neither requires nor has required internal confidentiality agreements
    or statements from employees or contractors that currently prohibit or otherwise
    currently restrict (or purport to prohibit or restrict) employees or contractors from
    reporting waste, fraud, or abuse as described above; and
  - ii. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to Grantor, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by Grantor.
- b. If Grantee makes subawards or contracts under this award
  - i. it represents that -
    - it has determined that no other entity that Grantee's application proposes
      may or will receive award funds (whether through a subaward, contract, or
      subcontract) either requires or has required internal confidentiality
      agreements or statements from employees or contractors that currently
      prohibit or otherwise currently restrict (or purport to prohibit or restrict)
      employees or contractors from reporting waste, fraud, or abuse as described
      above; and
    - 2. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
  - ii. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
- 47. <u>Background Checks for youth programs</u>. Background checks are required for all program staff, independent contractors, and volunteers for subawards and subcontractors, who have direct contact with youth before hiring or before working on the program. Grantee must have a written protocol on file requiring fingerprint-based background checks through the Illinois State Police for all persons and maintain documentation of their completion and results. The written protocol must incorporate the factors and procedures mandated by 775 ILCS 5/2-103.1. Any exception must be granted in writing by Grantor. Exceptions may include but are not guaranteed or limited to if the program model or service provision relies on staff access or credibility with at-risk populations.

Children's Advocacy Center of Illinois GRANT AGREEMENT FISCAL YEAR 2025 / 3/30/2024 Page 39 of 55

- 48. Project Monitoring and Evaluation.
  - 48.1. Project Monitoring: Grantee understands that Grantor may impose additional reporting requirements during the grant period by providing notice in writing to Grantee. Grantee agrees to report any additional information required by Grantor.
  - 48.2. Grantor Evaluation: As required by Grantor, Grantee agrees to cooperate with Grantor's evaluation of the grant project, conducted either by Grantor or external parties.
  - 48.3. Grantee Evaluation: Project evaluation is limited to evaluation of Grantee's project, as described in this Agreement, to determine the project's effectiveness. Grantee understands and agrees that grant and match funds cannot be used for research purposes, as defined under 45 CFR 46.102(d). Grantee will provide Grantor with aggregate project data and summary reports related to project performance, including process and outcome, and any other information, as requested by Grantor.
- 49. <u>Confidentiality of Records</u>. Grantee agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and all applicable federal guidelines and legislation without written consent from Grantor. Grantee shall notify Grantor within three (3) business days of any such request.
- 50. Tax Liabilities; State Agency Delinquencies. Grantee is required to file of any and all applicable tax returns. In the event that a Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor shall disburse Grant Funds only if the Grantee enters into an installment payment agreement with said tax authority and remains in good standing therewith. Grantee is required to tender a copy of any such installment payment agreement to the Grantor. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. The execution of this Agreement by the Grantee is its certification that (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.
- 51. <u>Compliance</u>. Grantee agrees to comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Federal Government and Grantor in the performance of this Agreement.

The remainder of this page is intentionally left blank.

PART THREE -PROJECT-SPECIFIC TERMS

Children's Advocacy Center of Illinois GRANT AGREEMENT FISCAL YEAR 2025 / 3/30/2024 Page 40 of 55 In addition to the Uniform Requirements in <u>PART ONE</u> and Grantor-Specific Terms in <u>PART TWO</u>, Grantor has the following additional requirements for this Project:

52. Pre-Award Costs. Pre-award costs are authorized in accordance with 2 CFR 200.209. Pre-award costs are those incurred from the beginning of the period of performance of the grant until the execution of this grant agreement and must be in accordance with the final approved program budget. ICJIA has the right to review supporting documentation for all pre-award costs that are submitted for reimbursement on a financial report from grantees. Costs that are not in accordance with the final approved budget (necessary, reasonable, allowable, and allocable) shall be disallowed.

#### 53. Applicability of Part 200 Uniform Requirements.

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this Agreement.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <a href="https://ojp.gov/funding/Part200UniformRequirements.htm">https://ojp.gov/funding/Part200UniformRequirements.htm</a>.

Record retention and access: Records pertinent to the award that the Grantee (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the Grantee (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by Grantor that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the grantee is to contact ICJIA promptly for clarification.

- 54. Requirement to report actual or imminent breach of personally identifiable information (PII). Grantee (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to Grantor no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.
- 55. <u>Safe policing and law enforcement subrecipients</u>. If this award is a discretionary award, Grantee agrees that it will not make any subawards to State, local, college, or university law enforcement agencies unless such agencies have been certified by an approved independent credentialing body or have started the certification process. To become certified, law enforcement agencies must meet two mandatory conditions: (1) the agency's use of force policies adhere to all applicable federal, state, and local laws; and (2) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law. For detailed information on this certification requirement, see <a href="https://cops.usdoi.gov/SafePolicingEO">https://cops.usdoi.gov/SafePolicingEO</a>.

Children's Advocacy Center of Illinois GRANT AGREEMENT FISCAL YEAR 2025 / 3/30/2024 Page 41 of 55 56. Effect of failure to address audit issues. Grantee understands and agrees that Grantor may withhold award funds, or may impose other related requirements, if (as determined by Grantor) the Grantee does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

#### 57. Requirements of the award; remedies for non-compliance or for materially false statements.

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the Grantee that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the Grantee, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in Grantor taking appropriate action with respect to the recipient and the award. Among other things, the Grantor may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

#### 58. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination.

58.1 28 C.F.R. Part 38: The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Children's Advocacy Center of Illinois GRANT AGREEMENT FISCAL YEAR 2025 / 3/30/2024 Page 42 of 55 Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to grantee and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

- 28 C.F.R. Part 42: The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.
- 58.3 28 C.F.R. Part 54: The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

#### 59. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees).

The Grantee (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The Grantee also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the Grantor for guidance.

60. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events. The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

61. Requirement for data on performance and effectiveness under the award. The Grantee must collect and
Children's Advocacy Center of Illinois
GRANT AGREEMENT FISCAL YEAR 2025 / 3/30/2024
Page 43 of 55

maintain data that measure the performance and effectiveness of work under this award. The data must be provided to Grantor in the manner (including within the timeframes) specified by Grantee in the NOFO or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

- 62. Requirements related to "de minimis" indirect cost rate. A Grantee that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise Grantor in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.
- 63. Determination of suitability to interact with participating minors. This condition applies to this award if it is indicated that a purpose of some or all of the activities to be carried out under the award (whether by the Grantee, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The Grantee, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

- 64. Compliance with DOJ Grants Financial Guide. References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The Grantee agrees to comply with the DOJ Grants Financial Guide.
- 65. Encouragement of policies to ban text messaging while driving. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), Grantor encourages Grantees to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
- 66. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2021). The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2021, are set out at https://ojp.gov/funding/Explore/FY21AppropriationsRestrictions.htm, and are incorporated by reference here.
- 67. Employment eligibility verification for hiring under the Agreement.

Children's Advocacy Center of Illinois GRANT AGREEMENT FISCAL YEAR 2025 / 3/30/2024 Page 44 of 55 67.1. Grantee (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the Grantee (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

- B. Notify all persons associated with the Grantee (or any subrecipient) who are or will be involved in activities under this award of both—
- (1) this award requirement for verification of employment eligibility, and
- (2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
- C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).
- D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.
- 67.2. Monitoring. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.
- 67.3. Allowable costs. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

#### 67.4. Rules of construction

A. Staff involved in the hiring process. For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all Grantee (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify. For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the Grantee (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

Children's Advocacy Center of Illinois GRANT AGREEMENT FISCAL YEAR 2025 / 3/30/2024 Page 45 of 55 C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any Grantee, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any Grantee, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to Grantor, before award acceptance. Should a question arise as to whether a particular use of federal funds by Grantee (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the Grantee is to contact Grantor for guidance, and may not proceed without the express prior written approval of Grantor.

68. Restrictions and certifications regarding non-disclosure agreements and related matters. No grantee or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

68.1. In accepting this award, the Grantee--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that

Children's Advocacy Center of Illinois GRANT AGREEMENT FISCAL YEAR 2025 / 3/30/2024 Page 46 of 55 agency.

- 2. If the Grantee does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--
- a. it represents that--
- (1) it has determined that no other entity that the grantee's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
- b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
- 69. Reclassification of various statutory provisions to a new Title 34 of the United States Code. On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this Agreement to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

<u>70. OJP Training Guiding Principles.</u> Any training or training materials that the Grantee -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <a href="https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm">https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm</a>.

71. All subawards ("subgrants") must have specific federal authorization. The grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

Children's Advocacy Center of Illinois GRANT AGREEMENT FISCAL YEAR 2025 / 3/30/2024 Page 47 of 55 The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

#### 72. Requirements related to System for Award Management and Universal Identifier Requirements.

Grantee must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The details of the Grantee's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

#### 73. Restrictions on "lobbying".

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the Grantee, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the Granteet, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by the Grantee (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact Grantor for guidance, and may not proceed without the express prior written approval of Grantor.

## 74. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250.000.

Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at

Children's Advocacy Center of Illinois GRANT AGREEMENT FISCAL YEAR 2025 / 3/30/2024 Page 48 of 55 https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

## 75. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and Grantor authority to terminate award).

Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of Grantee, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the Grantee or of any subrecipient.

The details of the Grantee's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and authority to terminate award)), and are incorporated by reference here.

#### 76. Requirement to report potentially duplicative funding.

If the Grantee currently has other active awards of federal funds, or if the Grantee receives any other award of federal funds during the period of performance for this award, the Grantee promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the Grantee must promptly notify the Grantor in writing of the potential duplication, and, if so requested by the Grantor, must seek a budget to eliminate any inappropriate duplication of funding.

#### 77. Reporting potential fraud, waste, and abuse, and similar misconduct.

The Grantee, and any subrecipients ("subgrantees") at any tier, must promptly refer to the Grantor any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Additional information is available from the DOJ OIG website at <a href="https://oig.justice.gov/hotline">https://oig.justice.gov/hotline</a>.

#### 78. VOCA Requirements.

The Grantee assures that Grantee and its subrecipients will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the Grantee certifies that funds under this award will not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2), or for administering the state victim assistance program, 34 U.S.C. 20110(h); and

#### 79. FFATA reporting: Subawards and executive compensation.

Children's Advocacy Center of Illinois GRANT AGREEMENT FISCAL YEAR 2025 / 3/30/2024 Page 49 of 55 Grantee must comply with applicable requirements to report the names and total compensation of the five most highly compensated executives of the Grantee. The details of obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

- 80. The recipient agrees that it will submit quarterly financial status reports to Grantor, no later than the deadlines set out this Agreement. Delinquent reports may lead to funds being frozen and other remedies.
- 81. Discrimination Findings. The Grantee assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against the Grantee, the Grantee will forward a copy of the findings to Grantor.
- 82. Grantee integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings.

The Grantee must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from Grantor.

The details of Grantee obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at https://ojp.gov/funding/FAPIIS.htm (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

83. The Grantee agrees to promptly provide, upon request, financial or programmatic-related documentation related to this award, including documentation of expenditures and achievements. The Grantee understands that it will be subject to additional financial and programmatic in-depth or on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring. The Grantee agrees to develop or maintain effective internal controls to manage this award (see 2 C.F.R. 200.303) and effective financial management policies and procedures to manage this award (see 2 C.F.R. 200.302).

#### 84. Match.

- 84.1. Per 34 U.S.C. § 20103(a)(7) and (8), grant funds awarded under this Agreement are not subject to match. If Grantee elects to include match in the total program costs, then match is subject to the following requirements.
- 84.2.Grantee certifies that it (a) meets the requirements of this agreement and (b) has at least 20

  Children's Advocacy Center of Illinois

  GRANT AGREEMENT FISCAL YEAR 2025 / 3/30/2024

  Page 50 of 55

percent of its support (including in-kind contributions) from sources other than federal funds for the program described in the attached exhibits. Therefore, one dollar in cash or in-kind match is required for each four dollars of federal funding received.

- 84.3. Failure of Grantee to apply non-federal financial support to the program described in the attached exhibits in the amount of at least 20 percent of such program's costs, shall result in a proportionate reduction in the amount of federal funds awarded under this agreement and may result in the return of funds already awarded. To meet this matching funds requirement, Grantee shall apply non-federal financial support to the program, as described in the Budget.
- 84.4. Grantee shall maintain records that clearly show the source and amount of the program match amount, and the period of time for which such contributions were allocated. The basis for determining the value of personal services, materials, equipment, and space and facilities shall be documented. Volunteer services shall be substantiated by the same methods used by the Grantee for its paid employees. The value of volunteer services must be consistent with the rate of compensation (which may include fringe benefits) paid for similar work in the program, but if the similar work is not performed in the program, the rate of compensation shall be consistent with the rate found in the labor market in which the program competes.
- 85. Program Description, Budget, Exhibits, and Amendments.
  - 85.1. Grantee agrees to undertake and perform in a satisfactory manner in accordance with the terms and conditions of this agreement, the program described in the Program Description attached and incorporated as the attached exhibits and the Budget attached and incorporated.
  - 85.2. The documents appended are made a part of this agreement, as exhibits and amendments as the case may be. Any amendment to this agreement must be signed by the parties to be effective. Grantee shall perform the services subject to this agreement in accordance with all terms, conditions, and provisions set forth in such exhibits and amendments.
- 86. <u>High-Risk Grantees</u>. Grantee agrees to comply with any additional requirements that may be imposed by Grantor or OJP during the period of performance for this award, if Grantee is designated as "high-risk".
- 87. Background Checks/Youth Program.
  - 87.1. Background checks are required for all program staff and volunteers who have direct contact with youth (under 18 years) before hiring or before working on the program. Grantee must have a written protocol on file requiring background checks for all such staff and volunteers, and maintain documentation of their completion and results. Background checks must include fingerprint-based background checks through the Illinois State Police.
  - 87.2. Staff or volunteers with a record of the following offenses will automatically be excluded from having direct contact with youth: 1) any sex offense or 2) an offense in which the victim is, by statute, a youth, including but not limited to, child abuse and child endangerment. Staff or volunteers with a Class X felony for which the person has completed parole/supervised release within the past 5 years will automatically be excluded from having direct contact with youth, unless the program model or service provision relies on staff access or credibility with at-risk populations.

Children's Advocacy Center of Illinois GRANT AGREEMENT FISCAL YEAR 2025 / 3/30/2024 Page 51 of 55 87.3. No waivers to this policy shall be granted.

#### 88. Sub-granting.

- 88.1. Sub-Grantee Monitoring.
  - a. Grantee will monitor sub-grantees to ensure compliance with State and/or Federal statutes, regulations, and the terms and conditions of the sub-award. Grantee will ensure that all sub-grantees comply with Grant Accountability and Transparency Act (30 ILCS 708/1 et al.) and 2 CFR 200 requirements.
  - b. Sub-grantees are subject to site visits by both Grantee and Grantor, and must make available all fiscal, personnel, and programmatic data to Grantee and Grantor at either's request. Grantor reserves the right to conduct site visits of all sub-grantees.
  - c. Grantee will require all sub-grantees to submit, at a minimum, quarterly data and fiscal reports to Grantee.
  - d. As Grantee awards each sub-grant, Grantee will forward a site visit schedule to Grantor along with any increased monitoring provisions.
  - e. Grantee shall submit all sub-grantee site visit reports resulting in corrective action along with verification of the completed corrective action to Grantor with its Close-Out report.
- 88.2. Grantee will select all sub-grantees based upon need, capacity, and quality, and must adhere to a competitive selection process as follows:
  - For sub-awards of \$50,000 or less, the Grantee is encouraged to formally advertise the
    proposed sub-award through a Notice of Funding Opportunity (NOFO) or a Request for
    Proposals (RFP) process. If this is not possible, the Grantee must solicit quotes or bids from
    at least three sources.
  - For sub-awards over \$50,000, the Grantee must formally advertise the proposed sub-award through a NOFO or a Request for Proposals (RFP) process.

If justification is pre-approved by Grantor, Grantee may enter into a sole source sub-grant.

- 88.3. Any sub-grant under this Agreement shall be specified by written contract, and shall be subject to all terms and conditions contained in this Agreement. If the use of a sub-grantee is approved by Grantor, the terms and conditions of this Agreement shall apply to and bind the party to whom such work is sub-granted as fully and completely as Grantee is bound and obligated. Grantee will ensure that all sub-grantees comply with the requirements to obtain a DUNS number and to register with SAM.gov, unless the sub-grantee is a sole proprietor.
- 88.4. Grantor reserves the right to deny a sub-grantee, impose additional conditions to the sub-grant, or reduce the amount of the sub-grant. Grantee shall submit to Grantor a copy of a sub-grantee's grant agreement and budget for Grantor approval. Approval of a sub-grantee does not relieve Grantee of its

  Children's Advocacy Center of Illinois

GRANT AGREEMENT FISCAL YEAR 2025 / 3/30/2024

Page 52 of 55

obligation to assure performance under this Agreement.

- 88.5. Grantee shall be responsible for the recovery of any unspent and/or misspent grant funds paid to the sub-grantee by Grantee.
- 88.6. Grantor is not responsible for the performance, acts, or omissions of any sub-grantee.
- 88. 7. Grantee will evaluate each sub-grantee's risk of noncompliance with federal and state statutes; regulations; rules; laws; guidelines; and conditions of this award. Grantee will impose specific conditions upon a sub-grantee, if appropriate.

#### 89. Nondiscrimination.

- 89.1 Grantee certifies that it will not engage in any prohibited discrimination based on any race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, pregnancy, physical or mental disability, military status, sexual orientation, gender identity, or unfavorable discharge from military service. Grantee understands that federal and state statutes and regulations applicable to awards made by Grantor include civil rights and nondiscrimination requirements and Grantee certifies that it will abide by those requirements. Specifically, those requirements as found in:
  - a. The applicable statutes pertaining to civil rights contained in section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102); and Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132;
  - b. The applicable statutes pertaining to nondiscrimination contained in section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;
  - c. The DOJ regulations on the Partnerships with Faith-Based and Other Neighborhood Organizations (Executive Order 13,559 and 28 C.F.R. pt. 38), DOJ Implementing Regulations as found in 28 C.F.R. pt. 42, 28 C.F.R. pt 35, 28 C.F.R. pt 31, and 28 C.F.R. pt 94;
  - d. The Illinois Human Rights Act (775 ILCS 5), The Public Works Employment Discrimination Act (775 ILCS 10), The Illinois Environmental Barriers Act (410 ILCS 25); and
  - e. Any other applicable Federal, State, or local civil rights or nondiscrimination laws.
- 89.2 Grantee certifies it shall comply with such guidance regarding civil rights matters as may be issued by Grantor and the United States Department of Justice, Office of Justice Programs, Office for Civil Rights. Grantee agrees to have written sexual harassment policies which satisfy the requirements set forth in the Illinois Human Rights Act. (775 ILCS 5)

Children's Advocacy Center of Illinois GRANT AGREEMENT FISCAL YEAR 2025 / 3/30/2024 Page 53 of 55

- 89.3 National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI of the Civil Rights Act of 1964 and the Safe Streets Act, Grantee is required to take reasonable steps to ensure that LEP persons have meaningful access to programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary.
- 89.4 Faith-Based and Community Organizations that statutorily qualify as eligible applicants under OJP programs are invited and encouraged to apply for assistance awards and will be considered for awards on the same basis as any other eligible applicants and, if they receive assistance awards, will be treated on an equal basis with all other grantees in the administration of such awards. No eligible applicant will be discriminated against on the basis of its religious character or affiliation, religious name, or the religious composition of its board of directors or persons working in the organization.
- 89.5 In the event that a Federal or State court or a Federal, State, or local administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against Grantee, or any sub-grantee or contractor of Grantee, Grantee will forward a copy of the finding to Grantor within five (5) business days of said finding. If applicable, Grantor will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
- 89.6 Grantee shall designate a Civil Rights Coordinator to serve as a liaison for all civil rights related matters. The Civil Rights Coordinator need not be grant funded. Grantee shall promptly notify Grantor of any change regarding the designated Civil Rights Coordinator.
- 89.7 Grantee's Civil Rights Coordinator and any program staff and match volunteers who have direct contact with program beneficiaries shall complete annual civil rights training as required and approved by Grantor.
- 89.8 Grantee shall provide notice to employees and beneficiaries regarding applicable civil rights laws and the procedure for filing a complaint with Grantor or appropriate federal and state agencies. Grantee shall promptly refer to Grantor, via their assigned Grant Monitor, any complaints of prohibited discrimination or harassment filed with Grantee regarding grant employees, beneficiaries, or potential beneficiaries. Grantee shall fully cooperate in any investigation regarding an allegation of prohibited discrimination.
  - 89.9 Grantee shall complete a Civil Rights Compliance Questionnaire as required by Grantor.
  - 89.10 Grantee will require subrecipients and subcontractors to comply with all applicable civil rights and nondiscrimination statutes and regulations

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY.

Children's Advocacy Center of Illinois GRANT AGREEMENT FISCAL YEAR 2025 / 3/30/2024 Page 54 of 55

<b>Agreement</b>	No.



File #: FI-R-0115-24 Agenda Date: 7/2/2024 Agenda #: 9.D.

## ACCEPTANCE AND APPROPRIATION OF THE ILLINOIS FAMILY VIOLENCE COORDINATING COUNCIL GRANT PY25 INTER-GOVERNMENTAL AGREEMENT NO. 322518 COMPANY 5000 - ACCOUNTING UNIT 6000 \$49,000

(Under the administrative direction of the DuPage County 18<sup>th</sup> Judicial Circuit Court)

WHEREAS, the County of DuPage, through the DuPage County 18<sup>th</sup> Judicial Circuit Court, has been notified by the Illinois Criminal Justice Information Authority that grant funds in the amount of \$49,000 (FORTY-NINE THOUSAND AND NO/100 DOLLARS) are available to provide funding for the operation of violence prevention activities in DuPage County; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Inter-Governmental Agreement No. 322518 with the Illinois Criminal Justice Information Authority, a copy of which is attached to and incorporated as part of this resolution by reference (ATTACHMENT II); and

WHEREAS, the period of the grant agreement is from July 1, 2024 through June 30, 2025; 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 the need to appropriate said 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. 322518 (ATTACHMENT II) between DuPage County and the Illinois Criminal Justice Information Authority is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (ATTACHMENT I) in the amount of \$49,000 (FORTY-NINE THOUSAND AND NO/100 DOLLARS) be made to establish the Illinois Family Violence Coordinating Council Grant PY25, Company 5000 - Accounting Unit 6000, for the period of July 1, 2024 through June 30, 2025; and

BE IT FURTHER RESOLVED by the DuPage County Board that the Chief Judge of DuPage County 18 th Judicial Circuit Court is approved as the County's Authorized Representative; and

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

File #: FI-R-0115-24	<b>Agenda Date:</b> 7/2/2024	Agenda #: 9.D.
	OLVED that should the Judicial and Publiciate, it may recommend action to the Count	
Enacted and appr	roved this 9 <sup>th</sup> day of July, 2024 at Wheaton, I	llinois.
		DEBORAH A. CONROY, CHAIR DU PAGE COUNTY BOARD
	Attest:	
	JEAN F	KACZMAREK, COUNTY CLERK

#### ATTACHMENT I

# ACCEPTANCE AND APPROPRIATION TO ESTABLISH THE ILLINOIS FAMILY VIOLENCE COORDINATING COUNCIL GRANT PY25 INTER-GOVERNMENTAL AGREEMENT NO. 322518 COMPANY 5000 – ACCOUNTING UNIT 6000 \$49,000

|--|

41400-0011 - State Operating Grant - ICJIA	\$ 49,000	-	
TOTAL ANTICIPATED REVENUE		\$	49,000
EXPENDITURES			
COMMODITIES			
52200-0000 - Operating Supplies & Materials	\$ 61	_	
TOTAL COMMODITIES		\$	61
CONTRACTUAL			
53800-0000 - Printing 53090-0000 - Other Professional Services 53500-0000 - Mileage Expense 53510-0000 - Travel Expense 53806-0000 - Software Licenses	\$ 2,180 45,256 429 174 900	_	
TOTAL CONTRACTUAL		\$	48,939
TOTAL ADDITIONAL APPROPRIATION		\$	49,000



#### **GRANT AGREEMENT BETWEEN**

#### THE STATE OF ILLINOIS, ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY **AND DUPAGE, COUNTY OF**

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and DuPage, County 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

PART TWO - Grantor-Specific Terms PART THREE - Project-Specific Terms

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

State of Illinois GRANT AGREEMENT FISCAL YEAR 2025 v.3.18.2024 Page 1 of 45

#### ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY

Ву:	
Delrice Adams, Executive Director	
Date:	

#### **DUPAGE, COUNTY OF**

Signature on file
By:
Deborah Conroy, Chair, DuPage County Board 6/20/2024   3:41:29 PM CDT
Date:
Signature on file
By:
Jeffrey Martynowicz, Chief Financial Officer 6/20/2024   4:03:11 PM CDT Date:
DocuSigned by: Signature on file By: F73BA25DC5C3420
Bonnie Wheaton, Chief Judge, 18 <sup>th</sup> Judicial
Circuit Clerk 6/18/2024   2:55:18 PM CDT Date:

#### PART ONE - THE UNIFORM TERMS

## ARTICLE I DEFINITIONS

1.1. <u>Definitions</u>. 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 III. Admin. Code 7000.30.

"Award" has the same meaning as in 44 III. Admin. Code 7000.30.

"Budget" has the same meaning as in 44 III. Admin. Code 7000.30.

"Catalog of State Financial Assistance" or "CSFA" has the same meaning as in 44 III. 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 III. 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 III. Admin. Code 7000.30.

"Financial Assistance" has the same meaning as in 44 III. Admin. Code 7000.30.

"GATU" has the same meaning as in 44 III. Admin. Code 7000.30.

"Grant Agreement" has the same meaning as in 44 III. Admin. Code 7000.30.

"Grantee Compliance Enforcement System" has the same meaning as in 44 III. 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 III. Admin. Code 7000.30.

"Indirect Costs" has the same meaning as in 44 III. 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 III. Admin. Code 7000.30.

"Obligations" has the same meaning as in 44 III. Admin. Code 7000.30.

State of Illinois GRANT AGREEMENT FISCAL YEAR 2025 v.3.18.2024 Page 3 of 45 "Period of Performance" has the same meaning as in 44 III. 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 III. 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 III. Admin. Code 7000.30.

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

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

## ARTICLE II AWARD INFORMATION

- 2.1. <u>Term.</u> This Agreement is effective on July 1, 2024 and expires on June 30, 2025 (the Term), unless terminated pursuant to this Agreement.
- 2.2. <u>Amount of Agreement</u>. Grant Funds must not exceed **\$49,000**, of which \$0 are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.
- 2.3. <u>Payment</u>. Payment will be made as follows (*see* additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in <u>PART TWO</u> or <u>PART THREE</u>):

The Grantor agrees to make payment to the Grantee for the administration and implementation of the program described in Exhibits A, B, D, and E. Upon receipt of the fiscal and progress reports, payments will be made to the Grantee. No payment will be made until all outstanding reports are received by the Grantor, including outstanding reports from previously funded Grantor programs. No payment will be made to Grantee unless and until Grantee is in full compliance with applicable State and federal laws and the terms and conditions of this agreement.

Grantee must provide for the deposit of grant funds into a bank account in the name of the Grantee. Grant funds shall be immediately deposited into such bank account. Grantee may deposit such funds into an account separate from any of its other bank accounts or treat such funds as a separate line item per its budget and audited financial statements. If Grantee receives more than one award from the Grantor, Grantee shall ensure that the grant funds for each award are accounted for separately.

2.4. <u>Award Identification Numbers</u>. If applicable, the Federal Award Identification Number (FAIN) is N/A, the federal awarding agency is N/A, and the Federal Award date is N/A. If applicable, the Assistance Listing Program Title is N/A and Assistance Listing Number is N/A. The Catalog of State Financial Assistance (CSFA) Number is 546-00-2096 and the CSFA Name is IFVCC. If applicable, the State Award Identification Number (SAIN) is <u>2096-50630</u>.

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

State of Illinois GRANT AGREEMENT FISCAL YEAR 2025 v.3.18.2024 Page 5 of 45

Agreement No. 322518

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

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

- 3.3. <u>Compliance with Uniform Grant Rules</u>. 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 III. 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. <u>Specific Certifications</u>. 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

State of Illinois GRANT AGREEMENT FISCAL YEAR 2025 v.3.18.2024 Page 6 of 45 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.
- (I) 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,

State of Illinois GRANT AGREEMENT FISCAL YEAR 2025 v.3.18.2024 Page 7 of 45 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. <u>Pre-Award Costs</u>. Pre-award costs are not permitted unless specifically authorized by Grantor in <u>Exhibit A</u>, <u>PART TWO</u> or <u>PART THREE</u> 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

State of Illinois GRANT AGREEMENT FISCAL YEAR 2025 v.3.18.2024 Page 8 of 45 Funds that are not expended or legally obligated.

- 4.4. <u>Cash Management Improvement Act of 1990</u>. Unless notified otherwise in <u>PART TWO</u> or <u>PART THREE</u>, 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. <u>Payments to Third Parties</u>. Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.
- 4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under Exhibit A may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

#### 4.7. Interest.

- (a) All interest earned on Grant Funds held by a Grantee will be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee must remit annually any amount due in accordance with 2 CFR 200.305(b)(9) or to Grantor, as applicable.
- (b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).
- 4.8. <u>Timely Billing Required</u>. 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 <u>ARTICLE II, PART TWO</u>, or <u>PART THREE</u>. 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. <u>Certification</u>. 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

State of Illinois GRANT AGREEMENT FISCAL YEAR 2025 v.3.18.2024 Page 9 of 45 further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

## ARTICLE V SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

- 5.1. Scope of Award Activities/Purpose of Award. Grantee must perform as described in this Agreement, including as described in Exhibit A (Project Description), Exhibit B (Deliverables or Milestones), and Exhibit D (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 III. 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. <u>Scope Revisions</u>. Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 III. 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. <u>Specific Conditions</u>. If applicable, specific conditions required after a risk assessment are included in <u>Exhibit E</u>. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

### ARTICLE VI BUDGET

- 6.1. <u>Budget</u>. 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. <u>Budget Revisions</u>. 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. <u>Notification</u>. 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

State of Illinois GRANT AGREEMENT FISCAL YEAR 2025 v.3.18.2024 Page 10 of 45 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. <u>Indirect Cost Rate Submission.</u>

- (a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).
  - (i) Waived and de minimis Indirect Cost Rate elections will remain in effect until Grantee elects a different option.
- (b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:
  - (i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,
  - (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,
  - (iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
  - (iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.
- (c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.
- (d) A grantee who does not have a current negotiated rate, may elect to charge the *de minimis* rate as set forth in 2 CFR 200.414(f), which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).
- 7.3. <u>Transfer of Costs</u>. 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. <u>Commercial Organization Cost Principles</u>. 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. <u>Financial Management Standards</u>. 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

State of Illinois GRANT AGREEMENT FISCAL YEAR 2025 v.3.18.2024 Page 11 of 45 pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

- (b) **Source Documentation**. Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.
  - (i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.
  - (ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in <u>PART TWO</u>, <u>PART THREE</u> or <u>Exhibit E</u> of the requirement to submit personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.
  - (iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.
  - (iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.
- (c) **Internal Control**. Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.
- (d) **Budget Control**. Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.
- (e) **Cash Management**. Requests for advance payment must be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.
- 7.6. <u>Profits</u>. 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. <u>Management of Program Income</u>. Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

State of Illinois GRANT AGREEMENT FISCAL YEAR 2025 v.3.18.2024 Page 12 of 45

## 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. <u>Federal Form LLL</u>. 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. <u>Lobbying Costs</u>. 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. <u>Subawards</u>. 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. <u>Certification</u>. 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 III. 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.

State of Illinois GRANT AGREEMENT FISCAL YEAR 2025 v.3.18.2024 Page 13 of 45

- 9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 III. 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. <u>Failure to Maintain Books and Records</u>. 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 appropriate 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 quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee due to the funding source or pursuant to specific award conditions. 2 CFR 200.208. Any report required by 30 ILCS 708/125 may be detailed in PART TWO or PART THREE.

#### 10.2. Financial Close-out Report.

- (a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in <u>PART TWO</u> or <u>PART THREE</u>, 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 III. 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 XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without

State of Illinois GRANT AGREEMENT FISCAL YEAR 2025 v.3.18.2024 Page 14 of 45 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

- and in the format required by Grantor no later than the due date(s) specified in <u>PART TWO</u> or <u>PART THREE</u>. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in <u>Exhibit D</u>, <u>PART TWO</u> or <u>PART THREE</u> at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in <u>PART TWO</u>, <u>PART THREE</u>, or <u>Exhibit E</u> pursuant to specific award conditions. For certain construction-related Awards, such reports may be exempted as identified in <u>PART TWO</u> or <u>PART THREE</u>. 2 CFR 200.329.
- 11.2. <u>Performance Close-out Report</u>. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in <u>PART TWO</u> or <u>PART THREE</u>, 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 III. Admin. Code 7000.440(b).
- 11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in PART TWO or PART THREE of this Agreement.

## ARTICLE XII AUDIT REQUIREMENTS

- 12.1. <u>Audits</u>. 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. <u>Consolidated Year-End Financial Reports (CYEFR)</u>. 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 III. 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.

State of Illinois GRANT AGREEMENT FISCAL YEAR 2025 v.3.18.2024 Page 15 of 45 (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 the threshold amount as set out in 2 CFR 200.501(a) 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 III. 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) <u>Financial Statement Audit</u>. If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal Awards, Grantee is subject to the following audit requirements:
  - (i) If, during its fiscal year, Grantee expends at least the threshold amount as set out in 44 III. Admin. Code 7000.90(c)(1) 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 <a href="PART TWO">PART THREE</a> or <a href="Exhibit E">Exhibit E</a> based on Grantee's risk profile.
  - (ii) If, during its fiscal year, Grantee expends less than the threshold amount as set out in 44 III. Admin. Code 7000.90(c)(1) in State-issued Awards, but expends at least the threshold amount as set out in 44 III. Admin Code 7000.90(c)(2)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 III. 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 III. 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) <u>Program-Specific Audit</u>. If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) 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 III. 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) <u>Financial Statement Audit</u>. If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) 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) <u>Publicly-Traded Entities</u>. 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. <u>Delinquent Reports</u>. When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

## ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

#### 13.1. Termination.

- (a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.
- (b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).
  - (c) This Agreement may be terminated, in whole or in part, by Grantor:
    - (i) Pursuant to a funding failure under Paragraph 4.1;

State of Illinois GRANT AGREEMENT FISCAL YEAR 2025 v.3.18.2024 Page 17 of 45

- (ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or
- (iii) If the Award no longer effectuates the Program goals or agency priorities as set forth in **Exhibit A**, **PART TWO** or **PART THREE**.
- 13.2. <u>Suspension</u>. 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. <u>Objection</u>. 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. <u>Effects of Suspension and Termination</u>.

- (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. <u>Close-out of Terminated Agreements</u>. 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).

State of Illinois GRANT AGREEMENT FISCAL YEAR 2025 v.3.18.2024 Page 18 of 45

## ARTICLE XIV SUBCONTRACTS/SUBAWARDS

- 14.1. <u>Subcontracting/Subrecipients/Delegation</u>. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.
- 14.2. <u>Application of Terms</u>. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b)(2).
- 14.3. <u>Liability as Guaranty</u>. 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. <u>Notice of Change</u>. 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. <u>Failure to Provide Notification</u>. 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. <u>Notice of Impact</u>. 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. <u>Effect of Failure to Provide Notice</u>. 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

State of Illinois GRANT AGREEMENT FISCAL YEAR 2025 v.3.18.2024 Page 19 of 45 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, <u>PART TWO</u> or <u>PART THREE</u> may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

## ARTICLE XVII CONFLICT OF INTEREST

- 17.1. <u>Required Disclosures</u>. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.113; 30 ILCS 708/35.
- 17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is <u>not</u> 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. <u>Request for Exemption</u>. 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. <u>Purchase of Equipment</u>. 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.

State of Illinois GRANT AGREEMENT FISCAL YEAR 2025 v.3.18.2024 Page 20 of 45

- 18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.
- 18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.
- 18.5. <u>Domestic Preferences for Procurements</u>. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Grantee must, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

# ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

- 19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee must obtain Prior Approval for the use of those funds (2 CFR 200.467) and must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.
- 19.2. <u>Prior Notification/Release of Information</u>. 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. <u>Maintenance of Insurance</u>. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in <u>PART TWO</u> or <u>PART THREE</u>.

State of Illinois GRANT AGREEMENT FISCAL YEAR 2025 v.3.18.2024 Page 21 of 45 20.2. <u>Claims</u>. 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. <u>Independent Contractor.</u> 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. <u>Indemnification and Liability</u>.

- (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. <u>Gift Ban</u>. 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. <u>Assignment Prohibited</u>. 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. <u>Copies of Agreements upon Request</u>. 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.

State of Illinois GRANT AGREEMENT FISCAL YEAR 2025 v.3.18.2024 Page 22 of 45

- 22.4. <u>Amendments</u>. 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. <u>Severability</u>. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.
- 22.6. <u>No Waiver</u>. 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. <u>Applicable Law; Claims</u>. 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. <u>Compliance with Law.</u> 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. <u>Compliance with Freedom of Information Act</u>. Upon request, Grantee must make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).

#### 22.10. Precedence.

- (a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between <a href="PART ONE">PART TWO</a> or <a href="PART TWO">PART THREE</a> of this Agreement, <a href="PART TWO">PART TWO</a> controls. In the event there is a conflict between <a href="PART TWO">PART THREE</a> of this Agreement, <a href="PART TWO">PART TWO</a> 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 <a href="PART TWO">PART THREE</a>, and in such cases, those requirements control.
- 22.11. <u>Illinois Grant Funds Recovery Act</u>. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.
- 22.12. <u>Headings</u>. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.
- 22.13. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are

not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

- 22.14. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.
- 22.15. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 III. 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 III. Admin. Code 7000.440.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

#### **EXHIBIT A**

#### **PROJECT DESCRIPTION**

The purpose of the Illinois Family Violence Coordinating Council (IFVCC) is to improve the justice system's institutional, professional, and community response to family violence, including intimate partner abuse, child abuse, teen dating violence, and abuse against older adults and people with disabilities.

Family Violence Coordinating Councils (FVCCs) are designed to improve the criminal justice system's response to family violence issues. The councils support prevention, education, and service coordination efforts for victims and perpetrators of domestic abuse, child abuse, teen dating violence, and abuse against people with disabilities and older adults using a three-pronged approach that includes the following:

- Coordinating and convening committees and workgroups to make policy, protocol, practice, and system change.
- Improving knowledge of criminal justice and social service professionals on family/domestic violence related topics through trainings.
- Increasing awareness and knowledge on family violence issues in the community.

The three-pronged approach provides opportunity for impact and change at different levels within the criminal justice system.

Local FVCCs provide opportunities for communication between criminal justice professionals and community service providers and encourage the sharing of information and resources, thereby providing for development of a network of safety and assistance for family violence victims.

### **EXHIBIT B**

### **DELIVERABLES OR MILESTONES**

### **Project Implementation**

Activity	Month Completed	Staff Position Responsible
Steering Committee Meeting - Kick off the grant year, review grant goals, objectives, and implementation plan/schedule. Begin planning participation in Domestic Violence Awareness Month (DVAM) activities and events.	Quarter 1 – Date to be determined (TBD), approximately late-July or early-August 2024.	FVCC Chair and Coordinator
Courts and Law Enforcement (CLE) Committee Meeting – Begin planning training(s).	July 2024	CLE Committee Chair and Coordinator
Community Intervention and Education Committee (CIEC) meeting– Begin planning DVAM activities and events. Discuss/Collect community Domestic Violence (DV) awareness activities events etc. to compile a list for dissemination.	July 2024	CIEC Chair, Coordinator, and FVCC Members
CLE Committee Meeting – Continue planning training(s).	August 2024	CLE Committee Chair and Coordinator
CIEC Meeting – Continue planning DVAM activities and events.	August 2024	CIEC Chair and Coordinator
CLE Committee Meeting – Finalize Fall training. Plan follow-up contact	September 2024	CLE Committee Chair and Coordinator
CIEC Meeting – Finalize DVAM activities and events.	September 2024	CIEC Chair and Coordinator
QR Code Committee Meeting – Discuss LE QR Code needs and Assess progress and needs on Public QR Code distribution.	September 2024	QR Code Committee Chair and Coordinator

State of Illinois GRANT AGREEMENT FISCAL YEAR 2025 v.3.18.2024 Page 26 of 45

Activity	Month Completed	Staff Position Responsible
Dissemination of local DVAM events and activities. Dissemination of FVCC Fall Training Flyer. Social Media Post.	September 2024	Coordinator, CIEC, and FVCC members
FVCC training	October 2024	CLE Committee and Coordinator
FVCC participation in DVAM awareness activities and events.	October 2024	Coordinator, CIEC, and FVCC members
Submit Quarterly Periodic Performance Report and Documentation as required by ICJIA.	October 15, 2024	Coordinator
Submit Quarterly Fiscal Reporting and Documentation as required by ICJIA.	October 15, 2024	Deputy Court Administrator
Steering Committee Meeting - Discuss progress of committees and recap Oct. DV Awareness month events.	Quarter 2 – TBD, approximately mid-November, or early-December 2024.	FVCC Chair and Coordinator
CLE Committee Meeting – Debrief on Fall training, review evaluations, and Discuss follow-up contact.  Begin planning next training(s).	November 2024	CLE Committee Chair and Coordinator
Conduct follow-up contacts with participants from Fall Training.	November 2024	CLE Committee and Coordinator
CIEC Meeting – Debrief on DVAM activities and events. Plan information for dissemination for upcoming Spring awareness months	November 2024	CIEC Chair and Coordinator
Disseminate information on Human Trafficking Prevention Month. Social Media Post.	January 2025	Coordinator, CIEC, and FVCC members
CLE Committee Meeting – Continue planning training(s).	January 2025	CLE Committee Chair and Coordinator
CIEC Meeting – Begin planning Spring awareness event(s)	January 2025	CIEC Chair and Coordinator
Submit Quarterly Periodic Performance Report and	January 15, 2025	Coordinator

State of Illinois GRANT AGREEMENT FISCAL YEAR 2025 v.3.18.2024 Page 27 of 45

Activity	Month Completed	Staff Position Responsible
Documentation as required by ICJIA.		
Submit Quarterly Fiscal Reporting and Documentation as required by ICJIA.	January 15, 2025	Deputy Court Administrator
Disseminate information on Teen Dating Violence Awareness Month. Social Media Post.	February 2025	Coordinator, CIEC, and FVCC members
FVCC Training	Quarter 3 – TBD, approximately late-January or February 2025.	CLE Committee and Coordinator
Steering Committee Meeting – Discuss progress of committees and projections for FY26 FVCC grant.	Quarter 3 – TBD, approximately late-February or early-March 2025.	FVCC Chair and Coordinator
CLE Committee Meeting – Continue planning training(s) and discuss projections for FY26 FVCC grant.	February 2025	CLE Committee Chair and Coordinator
CIEC Meeting – Continue planning Spring awareness event(s) and discuss projections for FY26 FVCC grant.	February 2025	CIEC Chair and Coordinator
Disseminate information on National Developmental Disabilities Awareness Month. Dissemination of FVCC Spring Awareness Event(s) Flyer. Dissemination of FVCC Spring Training(s) Flyer. Social Media Post.	March 2025	Coordinator, CIEC, and FVCC members
CLE Committee Meeting – Finalize training plans.	March 2025	CLE Committee Chair and Coordinator
CIEC Meeting – Finalize Spring awareness event(s)	March 2025	CIEC Chair and Coordinator
QR Code Committee Meeting – Discuss LE and Public QR Code progress and needs. Discuss projections for FY26.	March 2025	QR Code Committee Chair and Coordinator
Dissemination of information on Child Abuse Prevention Awareness Month and Sexual Assault Awareness Month. Social	April 2025	Coordinator, CIEC, and FVCC members

State of Illinois GRANT AGREEMENT FISCAL YEAR 2025 v.3.18.2024 Page 28 of 45

Activity	Month Completed	Staff Position Responsible
Media Post.		
FVCC Training	Quarter 4 – TBD, approximately mid-late April or early May 2025	CLE Committee and Coordinator
FVCC Awareness Activity or Event	Quarter 4 – TBD, approximately late-April or early May 2025	Coordinator, CIEC, and FVCC members
FVCC Partner – Family Shelter Service of Metropolitan Family Services DuPage will facilitate Roll Call trainings integrating the LE QR Code to at least six local police departments.	Quarter 4	Advocate(s) from Family Shelter Service of Metropolitan Family Services DuPage
Submit Quarterly Periodic Performance Report and Documentation as required by ICJIA.	April 15, 2025	Coordinator
Submit Quarterly Fiscal Reporting and Documentation as required by ICJIA.	April 15, 2025	Deputy Court Administrator
Disseminate information on Mental Health Awareness Month. Social Media Post.	May 2025	Coordinator, CIEC, and FVCC members
CLE Committee Meeting – Debrief on training(s), review evaluations, discuss outcomes and end of FY25 review.	May 2025	CLE Committee Chair and Coordinator
CIEC Meeting – Debrief on Spring Awareness Event(s). Discuss Elder Abuse Awareness Day info dissemination and end of SFY24 review.	May 2025	CIEC Chair and Coordinator
Steering Committee Meeting – Discuss progress of committees and end of SFY24 review.	Quarter 4 – TBD, approximately late-May or early-June 2025.	FVCC Chair and Coordinator
Disseminate information on Elder Abuse Awareness Day. Social Media Post.	June 15, 2025	Coordinator, CIEC, and FVCC members
Submit Quarterly Periodic Performance Report and	July 15, 2025	Coordinator

State of Illinois GRANT AGREEMENT FISCAL YEAR 2025 v.3.18.2024 Page 29 of 45

### Agreement No. 322518

Activity	Month Completed	Staff Position Responsible
Documentation as required by		
ICJIA.		
Submit Quarterly Fiscal Reporting and Documentation as required by ICJIA.	July 15, 2025	Deputy Court Administrator
Provide closeout fiscal reporting and property inventory as required by ICJIA	July 30, 2025	Deputy Court Administrator

#### **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	<b>GRANTEE CONTACT</b>	
Name: Mary Ratliff	Name: <u>Bonnie Wheaton</u>	
Title: Program Director	Title: Chief Judge, 18th Judicial Circuit Court	
Address: 524 S. 2 <sup>nd</sup> Street, Suite 220	Address: 421 N. County Farm Road	
Springfield, IL 62701	Wheaton, IL 60187	
	GRANTEE PAYMENT ADDRESS (If different than the address above)  Address:	
FOR GRANT ADMINISTRATION		
GRANTOR CONTACT	GRANTEE CONTACT	
Name: Mary Ratliff	Name: <u>Suzanne Armstrong</u>	
Title: Program Director	Title: Trial Court Administrator	
Address: 524 S. 2 <sup>nd</sup> Street, Suite 220 Springfield, IL 62701	Address: <u>421 N. County Farm Road</u> <u>Wheaton, IL 60187</u>	
Phone:	Phone: <u>(630)</u> 407-8788	
TTY#:	TTY #:	
E-mail Address: mary.ratliff@illinois.gov	E-mail Address:	

State of Illinois GRANT AGREEMENT FISCAL YEAR 2025 v.3.18.2024 Page 31 of 45

#### EXHIBIT D

#### PERFORMANCE MEASURES AND STANDARDS

### Goals, Objectives, and Performance Measures

**Goal 1 Mandatory:** The local circuit Family Violence Coordinating Council will work to improve systemic responses to family violence. These include, but are not limited to, domestic violence, child abuse, teen-dating violence, and abuse against older adults/persons with disabilities. The local FVCC will develop multi-disciplinary committees that will provide oversight, guidance and assistance in developing policies and procedures that will enforce abuser accountability and enhance victim and community safety.

A Steering Committee is required that meets at least three times per year. Councils are encouraged to have at least two other committees that meet quarterly.

Performance Measures	Performance Standards/Frequency
Coordinate and convene committees with criminal justice and family violence professionals that contribute to the improvement of the legal system and the administration of justice.	_4 (#) of committees formed.
Local Council Steering Committee will meet at least 3 times per year ( <b>REQUIRED</b> ).	4 (#) of local council steering committee meetings.
Local Council Steering Committee members will attend meetings consistently.	70 % of committee members attending meetings based on total number of committee members.
Courts and Law Enforcement committee will meet regularly.	8 (#) committee meetings per year.
Community Intervention and Education committee will meet regularly.	8 (#) committee meetings per year.
QR Code committee will meet regularly.	2 (#) committee meetings per year.
committee will meet regularly.	(#) committee meetings per year.

State of Illinois GRANT AGREEMENT FISCAL YEAR 2025 v.3.18.2024 Page 32 of 45

<b>Goal 2 Mandatory:</b> Improve the knowledge of criminal justice professionals on domestic violence related topics.		
Performance Measures	Performance Standards/Frequency	
Provide trainings to local circuit criminal justice and family violence professionals.	<u>4</u> (#) of trainings provided to local circuit criminal justice and family violence professionals.	
Educate criminal justice and family violence professionals through trainings.	250 (#) of attendees participating in trainings.	
Collect evaluations from trainings.	65 (#) of training evaluations collected.	
Training participants indicate increased confidence on evaluation.	75 % of participants that indicate increased confidence after training based on number of attendees.	
Follow up with participants and/or agencies after training.	1(#) of follow-up contacts made.	
Goal 3 Mandatory: To increase the awareness and knowledge of family violence issues (including but not limited to domestic violence, child abuse, teen dating violence, human trafficking, and abuse against older adults and persons with disabilities) in the communities of the circuit.		
Performance Measures	Performance Standards/Frequency	
Coordinate with local criminal justice professionals and community agencies to participate in community awareness events and activities regarding family violence related topics.	3 (#) of community awareness events and activities.	
Educate and disseminate information to attendees at community awareness events and activities.	150 (#) of participants at community awareness events and activities.	
Disseminate information to criminal justice and family violence professionals. (This includes dissemination of trainings, webinars, community awareness events, research, tools, and articles. This does not include correspondence with committee members regarding committee meetings and committee work.)	20 (#) times information is disseminated to criminal justice and family violence professionals.	

State of Illinois GRANT AGREEMENT FISCAL YEAR 2025 v.3.18.2024 Page 33 of 45

Agreement No. 322518

### **EXHIBIT E**

### **SPECIFIC CONDITIONS**

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

#### PART TWO -GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in <u>PART ONE</u>, Grantor has the following additional requirements for its Grantee:

#### 23. Definitions

"Youth" means an individual under 18 years of age.

24. Mandatory Attendance. Grantee shall attend meetings as required by Grantor.

### 25. Commencement of Performance.

- 25.1. If performance has not commenced within 60 days of the execution date of this Agreement, Grantee agrees to report by letter to Grantor the steps taken to initiate the program, the reasons for the delay, and the expected starting date.
- 25.2. If the program is not operational within 90 days of the execution date of this Agreement, Grantee agrees to submit a second letter to Grantor explaining the implementation delay. Grantor may at its discretion either cancel this Agreement or extend the implementation date of the program past the 90-day period.
- 25.3. If the program is interrupted for more than 30 days after commencement, Grantee agrees to notify Grantor in writing explaining the reasons for the interruption and the steps being taken to resume operation of the program. Grantor may, at its discretion, reduce the amount of grant funds awarded and/or terminate this Agreement if the program is interrupted for more than 90 days.
- 26. <u>Budget Changes</u>. Grantee may transfer funds among direct cost categories, however line-item transfers are capped at \$50,000 and limited to 10% of the total award. Line-item transfers larger than this amount require a budget revision approval from Grantor.
- 27. Reporting and Evaluation Requirements.
  - 27.1. Grantee shall submit the following reports to the Grantor:
    - Performance reports for the preceding quarter relevant to the performance indicators listed in the Agreement. The quarterly progress reports are due not more than 15 days after the end of the quarter, unless another reporting schedule has been required or approved by the Grantor.
       and
    - Fiscal reports detailing financial expenditures for the previous month. Fiscal reports shall be submitted by the 15th of every month following the first complete month of the grant period.
  - 27.2. Grantor may give the grantee permission, in writing, to report on a quarterly schedule. Such permission can be revoked by the grantor at any time. If such permission is given, the quarterly reports should be submitted based on the following schedule:

Quarter End DateDue DateSeptember 30October 15December 31January 15March 31April 15June 30July 15

State of Illinois GRANT AGREEMENT FISCAL YEAR 2025 v.3.18.2024 Page 35 of 45

#### 28. Timekeeping.

- 28.1. Grantee shall maintain the following time keeping records on-site for all grant-funded and match personnel:
  - A. <u>Personnel who spend less than 100% of their time on the funded program</u> must maintain records that accurately reflect the time the employee spends performing the program and any other duties. These records must:
    - 1. reflect an after-the-fact distribution of the employee's actual activity (not budgeted time);
    - 2. account for attendance and the daily total activity for which the employee is compensated (by all funding sources);
    - 3. be prepared at least monthly and coincide with one or more pay periods;
    - 4. be signed by the employee and approved by a supervisor having firsthand knowledge of the work performed; and
    - 5. be supplemented with daily attendance timesheets.
  - B. <u>Personnel who spend 100% of their time on the funded program</u> must certify on a semi-annual basis. This time certification form must:
    - 1. include an-after-the fact certification that 100% of the employee's time was spent in support of activities associated with the program;
    - 2. be signed every six months by the employee and a supervisor having firsthand knowledge of the employee's work; and
    - 3. be supplemented with daily attendance timesheets.
- 28.2. Payroll records must reflect either the after-the-fact distribution of an employee's actual activities or the certification of an employee's actual work performed.
- 28.3. Volunteers whose time fulfills a match requirement must complete a daily attendance timesheet or log that includes dates and hours worked on the grant program.
- 28.4 Grantee shall submit a Quarterly Time Keeping Certification to Grantor with each quarterly report, or every third monthly report. The Quarterly Time Keeping Certification shall include a certification listing all employees who must maintain records as set forth in this Section, and match volunteers, including their 1) program working hours and 2) total working hours.
- 29. <u>Closeout requirements</u>. Within 30 days of the expiration date of this Agreement or any approved extension thereof the following documents must be submitted by Grantee to Grantor: (a) final financial status report; (b) final progress reports; (c) property inventory report; and (d) other documents required by Grantor.
- 30. Procurement Requirements and Requests for Proposals.
  - 30.1. All procurement transactions shall be conducted by Grantee in a manner to provide, to the maximum extent practical, open and free competition. Procurement transactions include the purchasing of equipment, commodities, goods and services. Procurement transactions do not include the making of sub-grants. Grantee may use their own procurement regulations which reflect State and local law, rules, and regulations, provided that all procurements made with grant funds minimally adhere to standards established by the Illinois Procurement Code (30 ILCS 550) and 2 CFR 200.318 327.

- 30.2. If the Grantee's established procurement process is less competitive than the following requirements, the following more competitive requirements must be adhered to in lieu of the Grantor's procurement process per 30 ILCS 500/20-20.
  - For procurements of \$100,000 or less, the Grantee is encouraged to formally advertise the
    proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP)
    process. If this is not possible, the Grantee must solicit quotes or bids from at least three
    sources.
  - For procurements over \$100,000, the Grantee must utilize a competitive source selection such as formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process.
- 30.3. As required by Grantor, Grantee shall submit documentation regarding its procurement procedures and grant-funded purchases for Grantor review and approval to assure adherence to applicable guidelines.
- 30.4. Grantee may use a non-competitive procurement process under some circumstances in accordance with 2 CFR 200.320(c). Grantee must request and receive approval, in writing, from Grantor before entering into an agreement through a non-competitive procurement process.

#### 31. Subcontracting.

- 31.1. Grantee shall make reasonable efforts to assure that all subcontractors adhere to the terms and conditions of this agreement. Grantor shall not be responsible for the performance, acts or omissions of any subcontractor.
- 31.2. Grantee is required to submit a copy of the subcontract, Addendum to the Agreement, Required Documentation for Contractor Payment with Compensation and Rate of Pay certifications form, Sole Source Justification form, if applicable, and disclose any Conflicts of Interest to Grantor for approval prior to hiring the contractor.
- 31.3. As required by Grantor, Grantee shall submit documentation regarding contracts to be funded with grant funds for Grantor review and approval, to assure adherence to applicable guidelines.
- 31.4. Approval of the use of subcontractors by Grantor does not relieve Grantee of its obligation to assure performance under this agreement. Grantee shall be responsible for the recovery of any unspent and/or misspent grant funds paid to the subcontractor by Grantee.

#### 32. Subawards.

- 32.1 Grantee will monitor subawards to ensure compliance with State and/or Federal statutes, regulations, and the terms and conditions of the subaward. Approval of a subaward does not relieve Grantee of its obligation to assure performance under this Agreement.
- 32.2 Subawards are subject to site visits by both Grantee and Grantor, and must make available all fiscal, personnel, and programmatic data to Grantee and Grantor at either's request. Grantor reserves the right to conduct site visits of all subawards.
- 32.3 Grantee will require all subawards to submit, at a minimum, periodic performance reports and

State of Illinois GRANT AGREEMENT FISCAL YEAR 2025 v.3.18.2024 Page 37 of 45 periodic financial reports to Grantee.

- As Grantee awards each subaward, Grantee will forward a site visit schedule to Grantor along with any increased monitoring provisions. Any site reports created by Grantee that require a corrective action by a subaward shall be submitted to Grantor along with verification of the corrective action.
- 32.5 If the use of a subaward is approved by Grantor, the terms and conditions of this Agreement shall apply to and bind the party to whom such work is subawarded as fully and completely as Grantee is bound and obligated. Grantee is obligated to ensure that the terms of this Agreement are contained in any written subaward agreement. Grantee will ensure that all subawards comply with GATA prequalification requirements as identified in 44 III. Admin. Code 7000.70, including but not limited to Sam.gov registration.
- 32.6 Prior to the execution of its grant agreement, Grantee will submit their subaward monitoring protocol to Grantor for approval.
- 32.7 Grantee shall use a competitive bidding process for the selection of any subaward not specifically named in this Agreement.
- 32.8 Grantee shall conduct a programmatic risk assessment of every subaward that receives a subaward through this Agreement.
- 32.9 Grantee will evaluate each subaward's risk of noncompliance with federal and state statutes; regulations; rules; laws; guidelines; and conditions of this award. Grantee will impose specific conditions upon a subaward, if appropriate.
- 32.10 Grantee will make fiscal and programmatic technical assistance available to all subawards.
- 32.11 All unspent subaward funds will be returned by Grantee to Grantor within 30 days after the end of each subaward's period of performance.
- 32.12 Grantee will be responsible for the recovery of any unspent and/or misspent grant funds paid to the subaward by Grantee.
- 32.13 Grantor is not responsible for the performance, acts, or omissions of any subaward. Grantor will not mediate disputes between Grantee and subawardees.
- 33. Food Costs. Grantee agrees to act in accordance with Grantor's food policy for any food costs paid in whole or in part by funds under this agreement. Grantees must maintain records of actual food costs and how the food supported its program. For events, grantees must maintain records of the event, including receipts for food and other costs and the number of program participants. For emergency food provisions, grantees must maintain records of both the cost of the food provided and the program participant who received it.
- 34. <u>Transportation Costs.</u> Grantee must utilize a tracking system for any transportation costs funded by this agreement. At minimum, the tracking system must track the purpose of each trip and the cost per trip. Grantee shall submit a description of the tracking system to Grantor prior to incurring any transportation costs. This section applies to costs for both staff and participants.

State of Illinois GRANT AGREEMENT FISCAL YEAR 2025 v.3.18.2024 Page 38 of 45

#### 35. Copyrights and Patents.

- 35.1. If this Agreement results in a copyright, the Grantor reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this Agreement and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
- 35.2. If this agreement results in the production of patentable items, patent rights, processes, or inventions, Grantee shall immediately notify Grantor. Grantor will provide Grantee with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered to protect the public interest, in accordance with guidelines.
- 36. Management and Disposition of Equipment and Commodities.
  - 36.1. Equipment and supplies acquired by Grantor with Grantor funds shall be used for purposes of the program described in the exhibits only. Grantee may retain the equipment and supplies acquired with grant funds as long as they serve to accomplish program purposes, whether or not the program continues to be supported by Grantor grant funds, but such determinations as to retention are within the sole discretion of Grantor. If the equipment or supplies originally purchased for the program are no longer capable of fulfilling the needs of the program and must be traded in or replaced, or there is no longer a need for the equipment or supplies, Grantee shall request instructions from Grantor.
  - 36.2. Grantor may deny equipment and supply costs or require that Grantee relinquish already purchased equipment and supplies to Grantor if Grantee fails to employ an adequate property management system governing the use, protection, and management of such property. Grantee is responsible for replacing or repairing equipment and supplies that are willfully or negligently lost, stolen, damaged or destroyed. Grantee shall provide equivalent insurance coverage for grant funded equipment and supplies as provided for other equipment and supplies owned by Grantee. Any loss, damage or theft of equipment and supplies shall be investigated and fully documented, and immediately reported to Grantor.
  - 36.3. Equipment purchased using Grantor funds shall be made available for inspection during site visits, and upon request of Grantor as part of its grant monitoring and oversight responsibilities.
  - 36.4. If, for an item of equipment described in the Budget to be purchased with Grantor funds, Grantee does not have, at a minimum, a purchase order dated within 90 days after the start date of the agreement, Grantee shall submit a letter to Grantor explaining the delay in the purchase of equipment. Grantor may, in its discretion:
    - A. Reduce the amount of funding;
    - B. Cancel this agreement;
    - C. Allow Grantee to reallocate the funds that were allocated for such equipment to other allowable Grantor approved costs; or
    - D. Extend the period to purchase this equipment past the 90-day period.
- 37. <u>Program Income</u>. All income, including income resulting from asset seizures or forfeitures, generated as a direct result of the program shall be deemed program income. Program income must be used for the purposes and under the conditions applicable to the use of grant funds. Program income may be used by

State of Illinois GRANT AGREEMENT FISCAL YEAR 2025 v.3.18.2024 Page 39 of 45 Grantee for any purpose that furthers the objectives of the grant or deducted from the total allowable costs in accordance with Part I, 7.7. Grantee shall report and account for such program income as required by the Grantor.

- 38. <u>Separate Revenue and Expenditure Accounts</u>. Grantee must have an accounting system that meets the following requirements prior to receiving grant funds:
  - (a) Provides for the clear identification, in its accounts, of all Federal awards, State awards, and matching funds received or expended.
  - (b) Enables the preparation of reports required by general and program-specific terms and conditions of Grantee's awards.
  - (c) Allows the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes; regulations; and the terms and conditions of the Federal or State award.
  - (d) Requires each Federal award, State award, and matching fund revenues and expenditures to be accounted, recorded, and tracked separately by funding source.
  - (e) Includes classification of expenditures (e.g., personnel, commodities, equipment).
  - (f) Maintains a system coding or classification system that permits summarization and reporting of grant revenue and expenditures by specific accounts, programs, projects, etc.
  - (g) Ensures that Federal and State awarded funds and matching funds are not commingled with funds from other Federal, State, or private sources. 2 CFR 200.302.
  - (h) Maintain an accounting system that utilizes generally accepted standards of accounting.

Upon request, Grantor may allow Grantee to receive funds without meeting the above requirements. Such exception shall be granted in writing and Grantee shall be given no more than six (6) months after the exception to meet all requirements of this section.

### 39. Publications.

- 39.1. In addition to the requirements of Part I, Article XIX Grantee shall submit to Grantor for review, certain publications that will be issued by Grantee describing or resulting from programs or projects funded in whole or in part with grant funds, no later than 30 days prior to its printing.
- 39.2 The publications subject to this review are: journals and annual reports that describe how grantee has used the funding, any paid advertisement or public awareness campaign regardless of format, and any other publication that cumulatively costs more than \$1000 to create or produce. These publication review requirements do not apply to press releases, flyers advertising approved program activities only, newsletters and issue analyses.
- 39.3. Grantor reserves the right to require the resubmission of any publication for additional review and comment, prior to its printing.
- 39.4. All publications shall supplement the language required by Part I, Article XIX with the following statement:

"Funding provided in whole or in part by the Illinois Criminal Justice Information Authority. *Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the State of Illinois, or the Illinois Criminal Justice Information Authority.*"

State of Illinois GRANT AGREEMENT FISCAL YEAR 2025 v.3.18.2024 Page 40 of 45

- 39.5. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal grant funds, Grantee shall clearly state (1) the percentage of the total cost of the program or project which will be funded under this agreement, and (2) the dollar amount of funding for the project or program in addition to the statement required in 42.4.
- 39.6 Exceptions to the above requirements shall only be allowed upon Grantor's written prior approval.

#### 40. Reporting Grant Irregularities.

- 40.1. Grantee shall promptly notify Grantor through their Grant Monitor when an allegation is made, or Grantee otherwise receives information, reasonably tending to show the possible existence of any irregularities or illegal acts in the administration of Grant Funds. Grantor, per its agency policy, shall determine the reasonableness of the allegation of the irregularities or illegal action and determine the appropriate course of action. Possible actions would include conducting an internal audit or other investigation or contacting the proper authorities. Illegal acts and irregularities include such matters as conflicts of interest, falsification of records or reports both data, financial and programmatic, and the misappropriation of funds or other assets.
- 40.2. Grantee shall inform any sub-recipient of Grantor's Grant Funds that the sub-recipient is similarly obligated to report irregularities.
- 40.3. Failure to report known irregularities can result in suspension of the Agreement or other remedial action. In addition, if Grantee's auditor or other staff becomes aware of any possible illegal acts or other irregularities prompt notice shall be given to Grantee's director. Grantee, in turn, shall promptly notify Grantor as described above of the possible illegal acts or irregularities. If the possible misconduct involves Grantee's director, Grantee staff member shall provide prompt notice directly to Grantor.
- 40.4. In addition, Grantor, if in its judgment there is a reasonable allegation of irregularity or illegal act, shall inform the Office of Justice Program's Office of the Comptroller, the Department of Justice's Office of Professional Responsibility and the Office of Inspector General, and state and local law enforcement agencies or prosecuting authorities, as appropriate, of any known violations of the law within their respective area of jurisdiction.
- 40.5. Known or suspected violations of any law encountered during audits, including fraud, theft, embezzlement, forgery, or other serious irregularities, must be immediately communicated to Grantor and appropriate federal, State, and local law enforcement officials.
- 40.5. Grantee agrees to develop and maintain a record-keeping system to document all Agreement related activities and expenditures. These records will act as the original source material for compilation of the data and all other program activity.
- 40.6. The reporting of any irregularities, illegal acts and the proposed or actual corrective action shall be reported to Grantor at:

Illinois Criminal Justice Information Authority Attn: Office of General Counsel 60 E. Van Buren Street, Ste 650 Chicago, IL 60605 CJA.OGCreport@illinois.gov

> State of Illinois GRANT AGREEMENT FISCAL YEAR 2025 v.3.18.2024 Page 41 of 45

- 41. Reporting Potential Fraud, Waste, or Similar Misconduct.
  - 41.1. Grantee shall promptly refer to Grantor, via their assigned Grant Monitor, any credible evidence that a principal, employee, agent, contractor, subcontractor, or subaward has either submitted a false claim for grant funds in violation of the False Claims Act or committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving grant funds.
  - 41.2. Potential fraud, waste, abuse or misconduct shall be reported to Grantor at:

Illinois Criminal Justice Information Authority Attn: Office of General Counsel 60 E. Van Buren Street, Ste 650 Chicago, IL 60605 CJA.OGCreport@illinois.gov

- 42. Crimes of Dishonesty. Grantee shall notify Grantor as soon as practical if any of its own or any of its subawards' and/or its subcontractors' board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority is criminally charged with or convicted of theft, fraud, or any other crime involving dishonesty at any point during the period of performance of this grant. Grantor may terminate this agreement, at Grantor's sole discretion, if Grantee's or any of its subawards' and/or its subcontractors' board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority become convicted of theft, fraud, or any crime involving dishonesty.
- 43. <u>Conflict of Interest in Hiring and Procurement</u>. In addition to the requirements of Part I, Article XVII, no employee, officer, or agent of Grantee shall participate in the selection of a contractor, award of a contract, administration of a contract, or hiring of personnel supported by grant funds if a conflict of interest, real or apparent, would be involved. Grantee shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.
- 44. Safeguarding Constitutional Protections Related to Religion
  - 44.1 Grantee certifies that grant and match funded services must be offered without regard to religious affiliation. Grantee also certifies that the receipt of services through the grant funded program shall not be contingent upon participation in a religious event or activity. Grant or match funds may not be used for any explicitly religious activities such as worship, religious instruction, or proselytization. Grantee may engage in inherently religious activities, but such activities must be separate in time or place from the grant funded program, and beneficiaries cannot be compelled to participate in them.
  - Freedom Restoration Act and other applicable laws. If the grant is funded with federal funds, Grantee must receive prior approval from the Department of Justice, Office for Civil Rights.
- 45. Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters. Grantee and any entity that receives a contract or subcontract with any funds under this award, may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency

State of Illinois GRANT AGREEMENT FISCAL YEAR 2025 v.3.18.2024 Page 42 of 45 authorized to receive such information.

- a. In accepting this award, Grantee -
  - represents that it neither requires nor has required internal confidentiality agreements
    or statements from employees or contractors that currently prohibit or otherwise
    currently restrict (or purport to prohibit or restrict) employees or contractors from
    reporting waste, fraud, or abuse as described above; and
  - ii. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to Grantor, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by Grantor.
- b. If Grantee makes subawards or contracts under this award
  - i. it represents that -
    - it has determined that no other entity that Grantee's application proposes may
      or will receive award funds (whether through a subaward, contract, or
      subcontract) either requires or has required internal confidentiality agreements
      or statements from employees or contractors that currently prohibit or
      otherwise currently restrict (or purport to prohibit or restrict) employees or
      contractors from reporting waste, fraud, or abuse as described above; and
    - 2. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
  - ii. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
- 46. <u>Background Checks for youth programs</u>. Background checks are required for all program staff, independent contractors, and volunteers for subawards and subcontractors, who have direct contact with youth before hiring or before working on the program. Grantee must have a written protocol on file requiring fingerprint-based background checks through the Illinois State Police for all persons and maintain documentation of their completion and results. The written protocol must incorporate the factors and procedures mandated by 775 ILCS 5/2-103.1. Any exception must be granted in writing by Grantor. Exceptions may include but are not guaranteed or limited to if the program model or service provision relies on staff access or credibility with at-risk populations.
- 47. Project Monitoring and Evaluation.
  - 47.1. Project Monitoring: Grantee understands that Grantor may impose additional reporting requirements during the grant period by providing notice in writing to Grantee. Grantee agrees to report

State of Illinois GRANT AGREEMENT FISCAL YEAR 2025 v.3.18.2024 Page 43 of 45 any additional information required by Grantor.

- 47.2. Grantor Evaluation: As required by Grantor, Grantee agrees to cooperate with Grantor's evaluation of the grant project, conducted either by Grantor or external parties.
- 47.3. Grantee Evaluation: Project evaluation is limited to evaluation of Grantee's project, as described in this Agreement, to determine the project's effectiveness. Grantee understands and agrees that grant and match funds cannot be used for research purposes, as defined under 45 CFR 46.102(d). Grantee will provide Grantor with aggregate project data and summary reports related to project performance, including process and outcome, and any other information, as requested by Grantor.
- 48. <u>Confidentiality of Records</u>. Grantee agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and all applicable federal guidelines and legislation without written consent from Grantor. Grantee shall notify Grantor within three (3) business days of any such request.
- 49. Tax Liabilities; State Agency Delinquencies. Grantee is required to file of any and all applicable tax returns. In the event that a Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor shall disburse Grant Funds only if the Grantee enters into an installment payment agreement with said tax authority and remains in good standing therewith. Grantee is required to tender a copy of any such installment payment agreement to the Grantor. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. The execution of this Agreement by the Grantee is its certification that (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.
- 50. <u>Compliance</u>. Grantee agrees to comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Federal Government and Grantor in the performance of this Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

#### PART THREE -PROJECT-SPECIFIC TERMS

In addition to the Uniform Requirements in <u>PART ONE</u> and Grantor-Specific Terms in <u>PART TWO</u>, Grantor has the following additional requirements for this Project:

- 51. Pre-Award Costs. Pre-award costs are authorized in accordance with 2 CFR 200.209. Pre-award costs are those incurred from the beginning of the period of performance of the grant until the execution of this grant agreement and must be in accordance with the final approved program budget. ICJIA has the right to review supporting documentation for all pre-award costs that are submitted for reimbursement on a financial report from grantees. Costs that are not in accordance with the final approved budget (necessary, reasonable, allowable, and allocable) shall be disallowed.
- 52. Training. No funds may be used to cover training costs, described in the Exhibits, until Grantee complies with the following:

A. That any training or training materials developed under this award shall adhere to the OJP Training Guiding Principles for Grantees and Subgrantees available at <a href="http://www.ojp.gov/funding/ojptrainingguidingprinciples.htm">http://www.ojp.gov/funding/ojptrainingguidingprinciples.htm</a>

- B. To comply with all applicable laws, regulations, policies and guidance (which includes specific cost limits, prior approval and reporting requirements) governing the use of federal funds for expense related to conferences, including the provision of food and beverages at such events, and the cost of attendance. Conferences are defined as meetings, retreats, seminars, symposiums, training and other events. Information on pertinent laws, regulations, policies and guidance is available at available at <a href="http://www.ojp.gov/funding/confcost.htm">http://www.ojp.gov/funding/confcost.htm</a>.
- 53. In-person Meeting. Grantee agrees to the following: Travel to and attend 1 IFVCC Local Council Coordinator's meeting and 1 statewide training as directed by ICJIA.

The remainder of this page is intentionally left blank.



File #: FI-R-0116-24 Agenda Date: 7/2/2024 Agenda #: 9.E.

# ACCEPTANCE AND APPROPRIATION OF THE ILLINOIS DEPARTMENT OF HUMAN SERVICES SUPPORTIVE HOUSING PROGRAM GRANT PY25 INTER-GOVERNMENTAL AGREEMENT NO. FCSDH00352 COMPANY 5000 - ACCOUNTING UNIT 1760 \$154,180

(Under the administrative direction of the Community Services Department)

WHEREAS, the County of DuPage has been notified by the Illinois Department of Human Services that grant funds in the amount of \$154,180 (ONE HUNDRED FIFTY-FOUR THOUSAND, ONE HUNDRED EIGHTY AND NO/100 DOLLARS) are available to be used to assist low-income eligible families with supportive services to obtain or retain permanent housing; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Inter-Governmental Agreement No. FCSDH00352 with the Illinois Department of Human Services, A copy of which are attached to and incorporated as a part of this resolution by reference (ATTACHMENT II); and

WHEREAS, the terms of the agreements are from July 1, 2024 through June 30, 2025; and

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

WHEREAS, acceptance of these grants does not add any additional subsidy from the County; and

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that Inter-Governmental Agreement No. FCSDH00352 (ATTACHMENT II) between DuPage County and Illinois Department of Human Services are 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 \$154,180 (ONE HUNDRED FIFTY-FOUR THOUSAND, ONE HUNDRED EIGHTY AND NO/100 DOLLARS) be made to establish the Illinois Department of Human Services Supportive Housing Program Grant PY25, Company 5000 - Accounting Unit 1760, for the period July 1, 2024 through June 30, 2025; and

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

File #: FI-R-0116-2	4 <b>Agenda Date:</b> 7/2/2024	<b>Agenda #:</b> 9.E.
	THER RESOLVED that should state and/or feder mmittee shall review the need for continuing the	
	THER RESOLVED that should the Human Servite, it may recommend action to the County Boar	
Enac	ted and approved this 9 <sup>th</sup> day of July, 2024 at Wl	heaton, Illinois.
		DEBORAH A. CONROY, CHAIR DU PAGE COUNTY BOARD
	Attest:	
		JEAN KACZMAREK, COUNTY CLERK

### ATTACHMENT I

# ADDITIONAL APPROPRIATION TO ESTABLISH THE ILLINOIS DEPARTMENT OF HUMAN SERVICES SUPPORTIVE HOUSING PROGRAM GRANT PY25 INTER-GOVERNMENTAL AGREEMENT NO. FCSDH00352 COMPANY 5000 – ACCOUNTING UNIT 1760 \$154,180

### **REVENUE**

41400-0002 - State Operating Grant - IDHS	\$ 154,180	-	
TOTAL ANTICIPATED REVENUE		\$	154,180
EXPENDITURES			
PERSONNEL			
50000-0000 - Regular Salaries 51010-0000 - Employer Share I.M.R.F. 51030-0000 - Employer Share Social Security 51040-0000 - Employee Med & Hosp Insurance	\$ 107,859 8,866 8,251 16,357	-	
TOTAL PERSONNEL		\$	141,333
CONTRACTUAL			
53815-0003 - IDHS Education 53815-0004 - IDHS Childcare 53815-0005 - IDHS Transportation	\$ 600 1,000 11,247	-	
TOTAL CONTRACTUAL		\$	12,847
TOTAL ADDITIONAL APPROPRIATION		\$	154,180

#### **GRANT AGREEMENT**

ATTACHMENT II



### **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

**Exhibit F** 

**Payment** 

Definitions
Award Information
<b>Grantee Certifications and Representations</b>
Payment Requirements
Scope of Award Activities/Purpose of Award
Budget
Allowable Costs
Lobbying
Maintenance and Accessibility of Records; Monitoring
Financial Reporting Requirements
Performance Reporting Requirements
Audit Requirements
Termination; Suspension; Non-compliance
Subcontracts/Subawards
Notice of Change
Structural Reorganization and Reconstitution of Board Membership
Conflict of Interest
Equipment or Property
Promotional Materials; Prior Notification
Insurance
Lawsuits and Indemnification
Miscellaneous
Project Description
Deliverables or Milestones
Contact Information
Performance Measures and Standards
Specific Conditions

State of Illinois

DHS GRANT AGREEMENT FISCAL YEAR 2025/3.11.2024

Published Revision: 2024.06.21.06.24.36 329

Page: 1

### 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	DUPAGE COUNTY DEPARTMENT OF			
By:	By: Signature on File			
Signature of Dulce Quintero, Secretary	Signature of Authorized Representative			
Date:	Date: 6/21/24			
Designee Name:	Printed Name: MARY A. KENTING			
Designee Title: Contract Obligations Analyst	Printed Title: DIRECTOR OF COMMOUNTY SERMICS			
By:	E-mail: mary.keating@dupagecounty.gov			
Signature of Second Grantor Approver, if applicable Date:				
Printed Name:	FEIN: 366006551			
Printed Title: Second Grantor Approver				
Ву:	Ву:			
Signature of Third Grantor Approver, if applicable	Date:			
Date:	Printed Name:			
Printed Name:	Printed Title:			
Printed Title:	Second Grantee Approver			
Third Grantor Approver				

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

State of Illinois

DHS GRANT AGREEMENT FISCAL YEAR 2025/3.11.2024

Published Revision:

(optional at Grantee's discretion)

2024.06.21.06.24.36 329

Page: 2 of 42

#### PART ONE - THE UNIFORM TERMS

### ARTICLE I DEFINITIONS

1.1. <u>Definitions</u>. 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 III. Admin. Code 7000.30.

"Budget" has the same meaning as in 44 III. Admin. Code 7000.30.

"Catalog of State Financial Assistance" or "CSFA" has the same meaning as in 44 III. 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 III. 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 III. Admin. Code 7000.30.

"Financial Assistance" has the same meaning as in 44 III. Admin. Code 7000.30.

"GATU" has the same meaning as in 44 III. Admin. Code 7000.30.

"Grant Agreement" has the same meaning as in 44 III. Admin. Code 7000.30.

"Grantee Compliance Enforcement System" has the same meaning as in 44 III. 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 III. 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 III. Admin. Code 7000.30.

"Obligations" has the same meaning as in 44 III. Admin. Code 7000.30.

State of Illinois

Page: 3

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

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

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

### ARTICLE II AWARD INFORMATION

2.1 <u>Term</u> . This Agreement shall be effective on unless terminated pursuant to this Agreement.	Jul 1, 2024 and expires on Jun 30, 2025 (the TERM),
	cone) must not exceed or x are estimated to be re federal funds. Grantee accepts Grantor's payment as specified
additional payment provisions specific to this Award	(see additional payment requirements in ARTICLE IV; may be included in <b>PART TWO</b> or <b>PART THREE</b> ): ur organization's payment terms for this award
<u>See ExhibitA</u> . If applicable, the Assistance List Number is <u>See ExhibitA</u> . The Catalog of State F	cy is <u>See ExhibitA</u> , and the Federal Award date is ting Program Title is <u>See ExhibitA</u> and Assistance Listing
	RTICLE III IONS AND REPRESENTATIONS
3.1. Registration Certification. Grantee certified W7KRN7E54898 is Grantee's correct UEI; (ii) it and (iii) Grantee has successfully completed the annumber Grantee Portal.	t is in good standing with the Illinois Secretary of State, if applicable;
Grantee must remain current with these registrations these requirements changes, or the certifications madapplication changes, Grantee must notify Grantor in a	
(a) that Grantee is not subject to backup withholding (ii) Grantee has not been notified by the Internal Rev withholding as a result of a failure to report all intere Grantee is no longer subject to backup withholding; a Grantee is doing business as a (check one):	cial Security Number. Grantee further certifies, if applicable: g because (i) Grantee is exempt from backup withholding, or venue Service (IRS) that Grantee is subject to backup est or dividends, or (iii) the IRS has notified Grantee that and (b) Grantee is a U.S. citizen or other U.S. person.
☐ Individual ☐ Sole Proprietorship ☐ Partnership ☐ Corporation (includes Not For Profit) ☐ Medical Corporation ☐ Governmental Unit ☐ Estate or Trust	<ul> <li>□ Pharmacy-Non Corporate</li> <li>□ Pharmacy/Funeral Home/Cemetery Corp.</li> <li>□ Tax Exempt</li> <li>□ Limited Liability Company (select applicable tax classification)</li> <li>□ P = partnership</li> <li>□ C = corporation</li> </ul>

State of Illinois

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 III. 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. <u>Specific Certifications</u>. 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

State of Illinois

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.
- (I) 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

State of Illinois

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 III. 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. <u>Pre-Award Costs</u>. 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. <u>Cash Management Improvement Act of 1990</u>. Unless notified otherwise in <u>PART TWO</u> or <u>PART THREE</u>, 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. <u>Payments to Third Parties</u>. 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

State of Illinois

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

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

#### 4.7. Interest.

- (a) All interest earned on Grant Funds held by a Grantee will be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee must remit annually any amount due in accordance with 2 CFR 200.305(b)(9) or to Grantor, as applicable.
- (b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).
- 4.8. <u>Timely Billing Required</u>. 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 <u>ARTICLE II, PART TWO</u>, or <u>PART THREE</u>. 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. <u>Certification</u>. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

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

### **ARTICLE V**

#### SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

- 5.1. Scope of Award Activities/Purpose of Award. Grantee must perform as described in this Agreement, including as described in Exhibit A (Project Description), Exhibit B (Deliverables or Milestones), and Exhibit D (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 III. 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. <u>Scope Revisions</u>. Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 III. 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. <u>Specific Conditions</u>. If applicable, specific conditions required after a risk assessment are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 III. Admin. Code 7000.340(e).

### ARTICLE VI BUDGET

- 6.1. <u>Budget</u>. 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. <u>Budget Revisions</u>. 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 III. 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. <u>Notification</u>. 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. <u>Allowability of Costs; Cost Allocation Methods</u>. 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 III. Admin. Code 7000.420(e).

State of Illinois

- (i) Waived and de minimis Indirect Cost Rate elections will remain in effect until Grantee elects a different option.
- (b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:
  - (i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,
  - (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,
  - (iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
  - (iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.
- (c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.
- (d) A grantee who does not have a current negotiated rate, may elect to charge the *de minimis* rate as set forth in 2 CFR 200.414(f), which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).
- 7.3. <u>Transfer of Costs</u>. 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. <u>Commercial Organization Cost Principles</u>. 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. <u>Financial Management Standards</u>. The financial management systems of Grantee must meet the following standards:
  - (a) Accounting System. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

- (b) **Source Documentation**. Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.
  - (i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.
  - (ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in <u>PART TWO</u>, <u>PART THREE</u> or <u>Exhibit E</u> of the requirement to submit personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.
  - (iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.
  - (iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.
- (c) Internal Control. Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.
- (d) **Budget Control**. Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.
- (e) **Cash Management**. Requests for advance payment must be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.
- 7.6. Profits. It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).
- 7.7. <u>Management of Program Income</u>. Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

### ARTICLE VIII LOBBYING

8.1. <u>Improper Influence</u>. 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

State of Illinois

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. <u>Federal Form LLL</u>. 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. <u>Lobbying Costs.</u> 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. <u>Subawards</u>. 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. <u>Certification</u>. 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 III. 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.

State of Illinois

- 9.3. <u>Failure to Maintain Books and Records</u>. 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 appropriate 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 quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee due to the funding source or pursuant to specific award conditions. 2 CFR 200.208. Any report required by 30 ILCS 708/125 may be detailed in PART TWO or PART THREE.

### 10.2. Financial Close-out Report.

- (a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in <u>PART TWO</u> or <u>PART THREE</u>, 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 III. Admin. Code 7000.80.

### ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

State of Illinois

- and in the format required by Grantor no later than the due date(s) specified in <u>PART TWO</u> or <u>PART THREE</u>. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in <u>Exhibit D</u>, <u>PART TWO</u> or <u>PART THREE</u> at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in <u>PART TWO</u>, <u>PART THREE</u>, or <u>Exhibit E</u> pursuant to specific award conditions. For certain construction-related Awards, such reports may be exempted as identified in <u>PART TWO</u> or <u>PART THREE</u>. 2 CFR 200.329.
- 11.2. <u>Performance Close-out Report</u>. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in <u>PART TWO</u> or <u>PART THREE</u>, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).
- 11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

### ARTICLE XII AUDIT REQUIREMENTS

- 12.1. <u>Audits.</u> 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 III. 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.

State of Illinois

- (b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) 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) <u>Financial Statement Audit</u>. If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal Awards, Grantee is subject to the following audit requirements:
  - (i) If, during its fiscal year, Grantee expends at least the threshold amount as set out in 44 III. Admin. Code 7000.90(c)(1) 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 <a href="PART TWO">PART THREE</a> or <a href="Exhibit E">Exhibit E</a> based on Grantee's risk profile.
  - (ii) If, during its fiscal year, Grantee expends less than the threshold amount as set out in 44 III. Admin. Code 7000.90(c)(1) in State-issued Awards, but expends at least the threshold amount as set out in 44 III. Admin Code 7000.90(c)(2)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 III. 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 III. 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) <u>Program-Specific Audit</u>. If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) 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 III. 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) <u>Financial Statement Audit</u>. If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) 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) <u>Publicly-Traded Entities</u>. 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. <u>Delinquent Reports</u>. When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

### ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

#### 13.1. Termination.

- (a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.
- (b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).
  - (c) This Agreement may be terminated, in whole or in part, by Grantor:
    - (i) Pursuant to a funding failure under Paragraph 4.1;
  - (ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or
  - (iii) If the Award no longer effectuates the Program goals or agency priorities as set forth in **Exhibit A**, **PART TWO** or **PART THREE**.

State of Illinois

- 13.2. <u>Suspension</u>. 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 III. Admin. Code 7000.80 and 7000.260.
- 13.4. <u>Objection</u>. 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. <u>Close-out of Terminated Agreements.</u> 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. <u>Subcontracting/Subrecipients/Delegation</u>. 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

State of Illinois

DHS GRANT AGREEMENT FISCAL YEAR 2025/3.11.2024

requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

- 14.2. <u>Application of Terms</u>. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b)(2).
- 14.3. <u>Liability as Guaranty</u>. 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. <u>Notice of Change</u>. 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. <u>Failure to Provide Notification</u>. 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. <u>Notice of Impact</u>. 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. <u>Effect of Failure to Provide Notice</u>. 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

State of Illinois

DHS GRANT AGREEMENT FISCAL YEAR 2025/3.11.2024

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, <u>PART TWO</u> or <u>PART THREE</u> may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

### ARTICLE XVII CONFLICT OF INTEREST

- 17.1. <u>Required Disclosures</u>. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.113; 30 ILCS 708/35.
- 17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is <u>not</u> 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. <u>Purchase of Equipment</u>. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.
- 18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in PART TWO or PART THREE and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.
- 18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

State of Illinois

οf

DHS GRANT AGREEMENT FISCAL YEAR 2025/3.11.2024

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

### ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

- 19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee must obtain Prior Approval for the use of those funds (2 CFR 200.467) and must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.
- 19.2. <u>Prior Notification/Release of Information</u>. 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. <u>Maintenance of Insurance</u>. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.
- 20.2. <u>Claims</u>. 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**

State of Illinois

#### LAWSUITS AND INDEMNIFICATION

21.1. <u>Independent Contractor.</u> 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. <u>Gift Ban</u>. 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. <u>Assignment Prohibited</u>. 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. <u>Copies of Agreements upon Request</u>. 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. <u>Amendments</u>. 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. <u>Severability</u>. 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

State of Illinois

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

### 22.10. Precedence.

- (a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between <a href="PART">PART TWO</a> or <a href="PART TWO">PART THREE</a> of this Agreement, <a href="PART TWO">PART TWO</a> on the event there is a conflict between <a href="PART TWO">PART THREE</a> of this Agreement, <a href="PART TWO">PART TWO</a> 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 <a href="PART TWO">PART THREE</a>, and in such cases, those requirements control.
- 22.11. <u>Illinois Grant Funds Recovery Act</u>. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.
- 22.12. <u>Headings</u>. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.
- 22.13. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.
- 22.14. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

State of Illinois

22.15. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 III. 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 III. Admin. Code 7000.440.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

State of Illinois

DHS GRANT AGREEMENT FISCAL YEAR 2025/3.11.2024

#### **EXHIBIT A**

#### PROJECT DESCRIPTION

FEDERAL PROGRAM NAME: STATE PROGRAM NAME: SUPPORTIVE HOUSING PURPOSE OF GRANT

ACCOUNT\_LINE(s) SUMMARY:

Acct.Line#: 1

CSFA Number: 444-80-0658 Appropriation FY: 2025

Appropriation Code: 0001.44480.4900.001800NE WBS Element: 4445UPHS25-SSCTH320-SNMT

Sponed. Prog: SSCT

Appropriation Amount: \$90,768.00

These funds are Used/Reported by the Provider as Federal Funds: No

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

Use by DHS as Matching Funds: No Assistance Listing Program Number: N/A Assistance Listing Program Title: N/A

FAIN Number: N/A - FAIN Award Agency: N/A

FAIN Award Date: N/A

Acct.Line#: 2

CSFA Number: 444-80-0658 Appropriation FY: 2025

Appropriation Code: 0365.44480.4400.004500NE WBS Element: 4445UPHS25-SSCTH320-SNMT

Sponed. Prog: SSCT

Appropriation Amount: \$46,979.00

These funds are Used/Reported by the Provider as Federal Funds: No

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

Use by DHS as Matching Funds: No Assistance Listing Program Number: N/A Assistance Listing Program Title: N/A

FAIN Number: N/A - FAIN Award Agency: N/A

FAIN Award Date: N/A

Acct.Line#: 3

CSFA Number: 444-80-0658 Appropriation FY: 2025

Appropriation Code: 0001.44480.4900.002600NE WBS Element: 444HMIL025-SSCTH320-SNMT

Sponed. Prog: SSCT

Appropriation Amount: \$16,433.00

These funds are Used/Reported by the Provider as Federal Funds: No

State Of Illinois.

DHS GRANT AGREEMENT FISCAL YEAR 2025/3.11.2024
Published Revision: 2024.06.21.06.24.36 329

Page: 25 of 42

# EXHIBIT A PROJECT DESCRIPTION

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

Use by DHS as Matching Funds: No Assistance Listing Program Number: N/A Assistance Listing Program Title: N/A

FAIN Number: N/A - FAIN Award Agency: N/A

FAIN Award Date: N/A

The Supportive Housing Provider will deliver supportive services to low-income persons residing in permanent housing units, who are formerly homeless or at risk of becoming homeless; or to homeless persons residing in transitional facilities who are prepared to move into permanent housing as specified in the providers program plan. The Provider must provide case management, advocacy, and counseling.

The Supportive Housing Program Provider will adhere to requirements outlined in the Supportive Housing Statute, which is located at: 305 ILCS 5/12-4.5.

----- END OF PROGRAM: SUPPORTIVE HOUSING ------

# EXHIBIT B DELIVERABLES

1.All participants are to be provided with case management services, counseling services and advocacy services with-in five days of admittance to the program. All participants must have documented access, when applicable, to other supportive services.

2.All participants will have a service plan developed for implementation within the first week of admittance to the program. The individual service plan must detail monthly outcomes as well as ongoing goals to be accomplished by the participant(s) with the assistance of the Provider.

3.All participants will have access to case management services outside of normal business hours of operation including, but not limited to, evening case management service hours.

4.All participants will have a completed intake and assessment done upon entry into the program. The Provider must submit all intake and assessment forms to IDHS annually for approval.

5.All progress and supportive services for participants will be tracked and progress reported within each participants case file that includes, at a minimum, a record of the participants supportive services, case management, progress, and benefit assistance.
6.The Provider will have a community outreach plan which includes a detailed description for notifying the community of the program, hours of operation, and admittance/eligibility requirements into the program(s) they administer for IDHS. This plan may include outreach to the other community service agencies, the local FCRC, and other outreach entities. IDHS must be advised of any publication and distribution of flyers, printed materials and brochures that are part of the IDHS funded program(s).

7. The Provider will have a written agreement or Memorandum of Understanding (MOU) for referrals to other social service agencies. The MOU must include:

aa description of the types of service(s) to be provided;

ba description detailing how referrals will be handled by each entity; and ca description of any follow-up actions.

8The Provider will have a referral process that assists program participants with enrollment into public benefit programs such as TANF, Supplemental Nutrition Assistance Program (SNAP, formerly known as food stamps), All Kids, medical and disability assistance, as well as other resources that address the needs of the program participants. 9.The Provider will have the ability to down-load the IDHS SNAP application and distribute it to eligible households.

10. The Provider will accurately report outcomes and submit reports to IDHS The Provider will accurately report outcomes and submit reports to IDHS by the 20th of the month following the end of the quarter utilizing the web-based reporting system.

11. The Provider will submit data as requested to fulfill IDHS performance requirements.

Reporting Requirements:

A. Time Period for Required Periodic Financial Reports. Unless a different reporting

State Of Illinois.

DHS GRANT AGREEMENT FISCAL YEAR 2025/3.11.2024

# EXHIBIT B DELIVERABLES

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 30 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 60 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 30 days after the quarter ends.
- 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 60 days after this Agreement's end of the period of performance or termination.

----- END OF PROGRAM: SUPPORTIVE HOUSING ------

#### **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	GRANTEE CONTACT			
Name:	Angela Campo	Name:	Mary A. Keating		
Title:	Program Manager	Title:	Director of Community Services		
Address:	823 E Monroe St Springfield, IL 62701-1915	Address:	421 N County Farm Rd Wheaton, IL 60187-3978		
			PAYMENT ADDRESS It than the address above)		
		Address:			
FOR GRAN	T ADMINISTRATION				
GRANTOR	CONTACT	GRANTEE	CONTACT		
Name:	Angela Campo	Name:	MARY KEATING		
Title:	Program Manager	Title:	DIRECTOR		
Address:	823 E Monroe St Springfield, IL 62701-1915	Address:	421 N County Farm Rd Wheaton, IL 60187-3978		
Phone:	217-524-5975	Phone:	630-407-6500		
TTY #:		TTY #:	630-407-6502		
E-mail Ad	dress: angela.campo@illinois.gov	E-mail Ad	Idress: mary.keating@dupageco.org		

#### **EXHIBIT D**

#### PERFORMANCE MEASURES

- 1. Number of all participants to be provided with case management services, counseling services and advocacy services with-in five days of admittance to the program.
- 2. Number of all participants that will have a service plan developed for implementation within the first week of admittance to the program. The individual service plan must detail monthly outcomes as well as ongoing goals to be accomplished by the participant(s) with the assistance of the Provider.
- 3. Number of all participants that will have access to case management services outside of normal business hours of operation including, but not limited to, evening case management service hours.
- 4. Number of all participants that will have a completed intake and assessment done upon entry into the program.
- 5. Number of progress reports and supportive services for participants that will be tracked and reported within each participant's case file that includes, at a minimum, a record of the participant's supportive services, case management, progress, and benefit assistance.
- 6. Number of Providers that will have a community outreach plan which includes a detailed description for notifying the community of the program, hours of operation, and admittance/eligibility requirements into the program(s) they administer for IDHS.
- 7. Number of Providers that will have a written agreement or Memorandum of Understanding (MOU) for referrals to other social service agencies. The MOU must include a description of the types of service(s) to be provided, a description detailing how referrals will be handled by each entity; and a description of any follow-up actions.
- 8. Number of Providers that will have a referral process that assists program participants
- with enrollment into public benefit programs such as TANF, Supplemental Nutrition Assistance Program (SNAP, formerly known as food stamps), All Kids, medical and disability assistance, as well as other resources that address the needs of the program participants.
- 9. Number of Providers that will have the ability to down-load the IDHS SNAP application and distribute it to eligible households.
- 10. Number of Providers that will accurately report outcomes and submit reports to IDHS within the designated time frames utilizing the web-based reporting system.

 FND	ΩF	PRO	GRAM.	SLIPPO	)RTIVE	<b>HOUSING</b>	
 LIND	OΓ	יטחיז	GRAIVI.	JUFFL	JNIIVL	поозии	

State Of Illinois.

DHS GRANT AGREEMENT FISCAL YEAR 2025/3.11.2024

#### **EXHIBIT D**

#### PERFORMANCE STANDARDS

- 1. 100% of all participants will be expected to be provided with case management services, counseling services and advocacy services with-in five days of admittance to the program.
- 2. 100% of all participants will e expected to have a service plan developed for implementation within the first week of admittance to the program. The individual service plan must detail monthly outcomes as well as ongoing goals to be accomplished by the participant(s) with the assistance of the Provider.
- 3. 100% of all participants will have access to case management services outside of normal business hours of operation including, but not limited to, evening case management service hours.
- 4. 100% of all participants will have a completed intake and assessment done upon entry into the program.
- 5. 100% of all progress reports and supportive services for participants will be tracked and reported within each participant's case file that includes, at a minimum, a record of the participant's supportive services, case management, progress, and benefit assistance.
- 6. 100% of all Providers will have a community outreach plan which includes a detailed description for notifying the community of the program, hours of operation, and admittance/eligibility requirements into the program(s) they administer for IDHS.
- 7. 100% of all Providers will have a written agreement or Memorandum of Understanding (MOU) for referrals to other social service agencies. The MOU must include a description of the types of service(s) to be provided, a description detailing how referrals will be handled by each entity; and a description of any follow-up actions.
- 8. 100% of all Providers will have a referral process that assists program participants with enrollment into public benefit programs such as TANF, Supplemental Nutrition Assistance Program (SNAP, formerly known as food stamps), All Kids, medical and disability assistance, as well as other resources that address the needs of the program participants.
- $9.\,100\%$  of all Providers will have the ability to down-load the IDHS SNAP application and distribute it to eligible households.
- 10. 100% of all Providers will accurately report outcomes and submit reports to IDHS within the designated time frames utilizing the web-based reporting system.

	END C	OF PRO	GRAM:	<b>SUPP</b>	ORTIVE	<b>HOUSING</b>	
--	-------	--------	-------	-------------	--------	----------------	--

State Of Illinois.

DHS GRANT AGREEMENT FISCAL YEAR 2025/3.11.2024

# EXHIBIT E SPECIFIC CONDITIONS

N/A

----- END OF PROGRAM: SUPPORTIVE HOUSING ------

State Of Illinois.

DHS GRANT AGREEMENT FISCAL YEAR 2025/3.11.2024

Published Revision: 2024.06.21.06.24.36 329

Page: 32 of 42

### EXHIBIT F

### **PAYMENT**

Grantee will receivepayment by one of the three payment methodologies (Advance Payment, Reimbursement or Working Capital Advance). Requests for advance payment must be accompanied by an 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. The first invoice is due within 20 days after the first month of the grant operations. 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.

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

G. Approp Allows for prior year expenditures.

### **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 grant term. Invoices must be submitted on or before the 20th day following the end of any respective monthly invoice period. As practicable, Grantor shall process payment within 30 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

State Of Illinois.

DHS GRANT AGREEMENT FISCAL YEAR 2025/3.11.2024

Published Revision: 2024.06.21.06.24.36 329

Page: 33 of 42

## EXHIBIT F PAYMENT

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. The first invoice is due 20 calendar days after the first month of the grant term. 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: SUPPORTIVE HOUSING ------

#### PART TWO -GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in <u>PART ONE</u>, Grantor has the following additional requirements for its Grantee:

## ARTICLE XXIII ADDITIONAL CERTIFICATIONS

- 23.1 <u>Certifications</u>. 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 <u>Renewal</u>. 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 <u>Multiple Locations</u>. 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 <u>Changes in Key Grant Personnel</u>. 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

State of Illinois

οf

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 <u>Grant Funds Recovery</u>. The provisions of 89 III. 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 <u>Gifts</u>. 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 <u>Current Contact Information and Notices</u>. 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 <u>Supplies Disposition</u>. 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 <u>Reporting Requirements.</u> The reporting timeframes described in Paragraphs 10.1, 10.2, 11.1 and 11.2 are specified in **EXHIBIT B**.

## ARTICLE XXV MONITORING AND INFORMATION

25.1 <u>Monitoring of Conduct</u>. In addition to ARTICLE IX of <u>PART ONE</u>, 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

State of Illinois

of

DHS GRANT AGREEMENT FISCAL YEAR 2025/3.11.2024

Published Revision: 2024.06.21.06.24.36 329

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 <u>Rights of Review</u>. This ARTICLE XXV 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

- 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 <u>License to Grantor</u>. 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.
- 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 Grantee 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 <u>Unresolved Objections; Disclaimer</u>. 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**

State of Illinois

DHS GRANT AGREEMENT FISCAL YEAR 2025/3.11.2024

Published Revision: 2024

2024.06.21.06.24.36 329

#### POST-TERMINATION/NON-RENEWAL

- 27.1 <u>Duties</u>. 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 <u>Survival</u>. 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 <u>Applicability</u>. This Article does not apply to governmental bodies or institutions of higher education.
- 28.2 <u>Plan Creation</u>. 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 <a href="http://www.dhs.state.il.us/page.aspx?item=66602">http://www.dhs.state.il.us/page.aspx?item=66602</a>.
- 28.3 <u>Plan Implementation</u>. 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 <u>Plan Submission</u>. Upon request, Grantee shall submit to the Grantor its LCC Plan, including any updates.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

State of Illinois

of

#### PART THREE -PROJECT-SPECIFIC TERMS

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

## ARTICLE XXIX ADDITIONAL REQUIREMENTS

- 29.1 <u>Program Manual</u>. 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 <u>Program Attachment</u>. The related Program Attachment, if applicable, is  $\underline{\mathbf{H}}$ . It can be found via the following DHS website: <a href="http://www.dhs.state.il.us/page.aspx?item=29741">http://www.dhs.state.il.us/page.aspx?item=29741</a> 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. FCSDH00352

State Agency Illinois Department of Human Services

FY. 2025

Grantee DUPAGE COUNTY DEPARTMENT OF Notice of Funding Opportunity (NOFO) Number.

Data Universal Number System (DUNS) Number 135836026

FEIN 366006551

Catalog of State Financial Assistance (CSFA) Number 444-80-0658

CSFA Short Description. SUPPORTIVE HOUSING

Catalog of Federal Domestic Assistance (CFDA) Number N/A

CFDA Short Description. N/A

#### Section A: State of Illinois Funds

REVENUES	Total
State of Illinois Requested:	\$154,180.00
Budget Expenditure Categories	
1. Personnel (200.430)	\$107,858.43
2. Fringe Benefits (200.431)	\$33,474.57
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)	\$12,847.00
16. Total Direct Costs (add lines 1-15) (200.413)	\$154,180.00
17. Indirect Cost (200.414)	N/A
Rate %: N/A	
Base: N/A	
18. Total Costs State Grant Funds	\$154,180.00
Lines 16 and 17 MUST EQUAL REVENUE TOTALS ABOVE	
The state of the s	

Contract Published Date Time: 2024.06.21.06.24.36 329



## State of Illinois UNIFORM GRANT BUDGET TEMPLATE

Agreement Numbers. FCSDH00352

State Agency Illinois Department of Human Services

**FY.** 2025

Grantee DUPAGE COUNTY DEPARTMENT OF

Notice of Funding Opportunity (NOFO) Number. N/A

Data Universal Number System (DUNS) Number 135836026

FEIN 366006551

Catalog of State Financial Assistance (CSFA) Number 444-80-0658

CSFA Short Description. SUPPORTIVE HOUSING

Catalog of Federal Domestic Assistance (CFDA) Number N/A

CFDA Short Description. N/A

N/A

#### Section B: Non-State of Illinois Funds

REVENUES	Total
Grantee Match Requirement %: 25.00	
b) Cash	N/A
c) Non-Cash	\$38,750.00
d) other Funding and Contributions	N/A
Total Non-State Funds (lined b through d)	\$38,750.00
Budget Expenditure Categories	
1. Personnel (200.430)	\$28,175.94
2. Fringe Benefits (200.431)	\$10,574.06
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)	\$38,750.00
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	\$38,750.00

Contract Published Date Time: 2024.06.21.06.24.36 329



#### State of Illinois UNIFORM GRANT BUDGET TEMPLATE

Agreement Numbers. FCSDH00352

State Agency Illinois Department of Human Services

**FY.** 2025

Grantee DUPAGE COUNTY DEPARTMENT OF Notice of Funding Opportunity (NOFO) Number.

Data Universal Number System (DUNS) Number 135836026

FEIN 366006551

Catalog of State Financial Assistance (CSFA) Number 444-80-0658

**CSFA Short Description.** SUPPORTIVE HOUSING

Catalog of Federal Domestic Assistance (CFDA) Number N/A

CFDA Short Description. N/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.

will support the project are also listed. Verify the ar	nounts and the Total Project Costs.		
Budget Category	State	Non-State	Total
1. Personnel	\$107,858.43	\$28,175.94	\$136,034.37
2. Fringe Benefits	\$33,474.57	\$10,574.06	\$44,048.63
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)	\$12,847.00	N/A	\$12,847.00
16. Total Direct Costs (add lines 1-15) (200.413)	\$154,180.00	\$38,750.00	\$192,930.00
17. Indirect Cost	N/A	N/A	N/A
State Request	\$154,180.00		
Non-State Amount		\$38,750.00	
TOTAL PROJECT COSTS			\$192,930.00

Contract Published Date Time: 2024.06.21.06.24.36 329



File #: FI-R-0117-24 Agenda Date: 7/2/2024 Agenda #: 9.F.

#### ACCEPTANCE AND APPROPRIATION OF THE TOBACCO ENFORCEMENT PROGRAM GRANT PY25 INTERGOVERNMENTAL AGREEMENT NO. 43CDZ03636 COMPANY 5000 - ACCOUNTING UNIT 4495 \$7,172

(Under the administrative direction of the DuPage County Sheriff's Office)

WHEREAS, the County of DuPage, through the DuPage County Sheriff's Office, has been notified by the Illinois Department of Human Services that grant funds in the amount of \$7,172 (SEVEN THOUSAND, ONE HUNDRED SEVENTY-TWO AND NO/100 DOLLARS) are available to conduct a Tobacco Enforcement Program; and

WHEREAS, to accept this grant award, the County of DuPage must enter into Intergovernmental Agreement No. 43CDZ03636 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 term of the Inter-Governmental Agreement is from July 1, 2024 through June 30, 2025; and

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

WHEREAS, acceptance of this grant award 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 Intergovernmental Agreement No. 43CDZ03636 (ATTACHMENT II) between DuPage County and the Illinois Department of Human Services be and is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (ATTACHMENT I) in the amount of \$7,172 (SEVEN THOUSAND, ONE HUNDRED SEVENTY-TWO AND NO/100 DOLLARS) be made to establish the Tobacco Enforcement Program Grant PY25, Company 5000 - Accounting Unit 4495, for the period July 1, 2024 through June 30, 2025; and

BE IT FURTHER RESOLVED by the DuPage County Board that the DuPage County Sheriff's Office is authorized to sign the Intergovernmental Agreement as an Authorized Representative; and

File #: FI-R-0117-24	Agenda Date: 7/2/2024	Agenda #: 9.F.
	DLVED that should state and/or federal fur all review the need for continuing the spec	<b>C</b> .
	DLVED that should the Judicial and Public riate, it may recommend action to the Cou	•
Enacted and appr	oved this 9 <sup>th</sup> day of July, 2024 at Wheator	n, Illinois.
		DEBORAH A. CONROY, CHAIR DU PAGE COUNTY BOARD
	Attest:	
	JEAN	N KACZMAREK, COUNTY CLERK

#### ATTACHMENT I

# ACCEPTANCE AND APPROPRIATION TO ESTABLISH THE TOBACCO ENFORCEMENT PROGRAM GRANT PY25 INTERGOVERNMENTAL AGREEMENT NO. 43CDZ03636 COMPANY 5000 – ACCOUNTING UNIT 4495 \$7,172

#### **REVENUE**

41000-0002 - Federal Operating Grant - HHS	\$ 7,172	_	
TOTAL ANTICIPATED REVENUE		\$	7,172
EXPENDITURES			
PERSONNEL			
50010-0000 - Overtime 51010-0000 - Employer Share I.M.R.F. 51030-0000 - Employer Share Social Security	\$ 6,172 529 471	_	
TOTAL PERSONNEL		\$	7,172
TOTAL ADDITIONAL APPROPRIATION		\$	7,172

#### **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

**Exhibit F** 

**Payment** 

Article I	Definitions
Article II	Award Information
Article III	<b>Grantee Certifications and Representations</b>
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

State of Illinois

DHS GRANT AGREEMENT FISCAL YEAR 2025/3.11.2024

Published Revision:

2024.06.19.08.19.51 1

#### PART TWO - Grantor-Specific Terms

#### <u>PART THREE</u> – Project-Specific Terms

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

DEPARTMENT OF HUMAN SERVICES	DUPAGE COUNTY DEPARTMENT OF
Ву:	Ву:
Signature of Dulce Quintero, Secretary	Signature of Authorized Representative
Date:	Date:
Designee Name:	Printed Name:
Designee Title: Contract Obligations Analyst	Printed Title:
By:	E-mail: mary.keating@dupageco.org
Signature of Second Grantor Approver, if applicable Date:	
Printed Name:	FEIN: 366006551
Printed Title:	
Second Grantor Approver	
By:	Ву:
Signature of Third Grantor Approver, if applicable	Date:
Date:	Printed Name:
Printed Name:Printed Title:	Printed Title:
Third Grantor Approver	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. <u>Definitions</u>. 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 III. Admin. Code 7000.30.

"Budget" has the same meaning as in 44 III. Admin. Code 7000.30.

"Catalog of State Financial Assistance" or "CSFA" has the same meaning as in 44 III. 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 III. 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 III. Admin. Code 7000.30.

"Financial Assistance" has the same meaning as in 44 III. Admin. Code 7000.30.

"GATU" has the same meaning as in 44 III. Admin. Code 7000.30.

"Grant Agreement" has the same meaning as in 44 III. Admin. Code 7000.30.

"Grantee Compliance Enforcement System" has the same meaning as in 44 III. 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 III. 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 III. Admin. Code 7000.30.

"Obligations" has the same meaning as in 44 III. Admin. Code 7000.30.

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

"Prior Approval" has the same meaning as in 44 III. 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 III. 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 III. 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 <u>Term</u> . This Agreement shall be effective on $\underline{J}_{0}$ unless terminated pursuant to this Agreement.	ul 1, 2024 and expires on Jun 30, 2025 (the TERM),
	ne) $\  \  \  \  \  \  \  \  \  \  \  \  \ $
2.3 <u>Payment</u> . Payment will be made as follows ( <i>se</i> additional payment provisions specific to this Award ma Refer to "Exhibit F - Payment" for your o	·
See ExhibitA . If applicable, the Assistance Listing Number is See ExhibitA . The Catalog of State Fin	is <u>See ExhibitA</u> , and the Federal Award date is g Program Title is <u>See ExhibitA</u> and Assistance Listing
	ICLE III NS AND REPRESENTATIONS
3.1. Registration Certification. Grantee certifies the W7KRN7E54898 is Grantee's correct UEI; (ii) it is and (iii) Grantee has successfully completed the annual Grantee Portal.	in good standing with the Illinois Secretary of State, if applicable;
Grantee must remain current with these registrations ar these requirements changes, or the certifications made application changes, Grantee must notify Grantor in acc	
	Security Number. Grantee further certifies, if applicable: ecause (i) Grantee is exempt from backup withholding, or use Service (IRS) that Grantee is subject to backup or dividends, or (iii) the IRS has notified Grantee that
<ul> <li>□ Individual</li> <li>□ Sole Proprietorship</li> <li>□ Partnership</li> <li>□ Corporation (includes Not For Profit)</li> <li>□ Medical Corporation</li> <li>⋈ Governmental Unit</li> <li>□ Estate or Trust</li> </ul>	Pharmacy-Non Corporate Pharmacy/Funeral Home/Cemetery Corp. Tax Exempt Limited Liability Company (select applicable tax classification) P = partnership C = corporation
Estate of Trust	

State of Illinois

of

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 III. 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. <u>Specific Certifications</u>. 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.
- (I) 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

State of Illinois

of

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 III. 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. <u>Pre-Award Costs</u>. 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. <u>Cash Management Improvement Act of 1990</u>. Unless notified otherwise in <u>PART TWO</u> or <u>PART THREE</u>, 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. <u>Payments to Third Parties</u>. Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in

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

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

#### 4.7. Interest.

- (a) All interest earned on Grant Funds held by a Grantee will be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee must remit annually any amount due in accordance with 2 CFR 200.305(b)(9) or to Grantor, as applicable.
- (b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).
- 4.8. <u>Timely Billing Required</u>. 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 <u>ARTICLE II, PART TWO</u>, or <u>PART THREE</u>. 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. <u>Certification</u>. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

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

#### **ARTICLE V**

#### SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

- 5.1. Scope of Award Activities/Purpose of Award. Grantee must perform as described in this Agreement, including as described in Exhibit A (Project Description), Exhibit B (Deliverables or Milestones), and Exhibit D (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 III. 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. <u>Scope Revisions</u>. Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 III. 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. <u>Specific Conditions</u>. 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. <u>Budget</u>. 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. <u>Budget Revisions</u>. 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 III. 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. <u>Notification</u>. 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 III. Admin. Code 7000.420(e).

- (i) Waived and de minimis Indirect Cost Rate elections will remain in effect until Grantee elects a different option.
- (b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:
  - (i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,
  - (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,
  - (iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
  - (iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.
- (c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.
- (d) A grantee who does not have a current negotiated rate, may elect to charge the *de minimis* rate as set forth in 2 CFR 200.414(f), which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).
- 7.3. <u>Transfer of Costs</u>. 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. <u>Commercial Organization Cost Principles</u>. 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. <u>Financial Management Standards</u>. The financial management systems of Grantee must meet the following standards:
  - (a) Accounting System. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

of

- (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 <u>PART TWO</u>, <u>PART THREE</u> or <u>Exhibit E</u> of the requirement to submit personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.
  - (iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.
  - (iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.
- (c) Internal Control. Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.
- (d) **Budget Control**. Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.
- (e) **Cash Management**. Requests for advance payment must be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.
- 7.6. Profits. It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).
- 7.7. <u>Management of Program Income</u>. Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

## ARTICLE VIII LOBBYING

8.1. <u>Improper Influence</u>. 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. <u>Federal Form LLL</u>. 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. <u>Lobbying Costs.</u> 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. <u>Subawards</u>. 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. <u>Certification</u>. 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 III. 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.

State of Illinois

- 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 appropriate 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 quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee due to the funding source or pursuant to specific award conditions. 2 CFR 200.208. Any report required by 30 ILCS 708/125 may be detailed in PART TWO or PART THREE.

#### 10.2. Financial Close-out Report.

- (a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in <u>PART TWO</u> or <u>PART THREE</u>, 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 III. 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 III. Admin. Code 7000.80.

## ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

State of Illinois

of

DHS GRANT AGREEMENT FISCAL YEAR 2025/3.11.2024

Published Revision :

2024.06.19.08.19.51 1

- 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 III. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in Exhibit D, PART TWO or PART THREE at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in PART TWO, PART THREE, or Exhibit E pursuant to specific award conditions. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.329.
- 11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in PART TWO or PART THREE, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 III. Admin. Code 7000.440(b).
- 11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in PART TWO or PART THREE of this Agreement.

#### ARTICLE XII **AUDIT REQUIREMENTS**

- 12.1. Audits. Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 III. 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 III. 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.
  - Entities That Are Not "For-Profit". 12.3.
    - (a) This Paragraph applies to Grantees that are not "for-profit" entities.

- (b) <u>Single and Program-Specific Audits</u>. If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) 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) <u>Financial Statement Audit</u>. If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal Awards, Grantee is subject to the following audit requirements:
  - (i) If, during its fiscal year, Grantee expends at least the threshold amount as set out in 44 III. Admin. Code 7000.90(c)(1) 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 <a href="PART TWO">PART THREE</a> or <a href="Exhibit E">Exhibit E</a> based on Grantee's risk profile.
  - (ii) If, during its fiscal year, Grantee expends less than the threshold amount as set out in 44 III. Admin. Code 7000.90(c)(1) in State-issued Awards, but expends at least the threshold amount as set out in 44 III. Admin Code 7000.90(c)(2)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 III. 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 III. 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) <u>Program-Specific Audit</u>. If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) 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) <u>Financial Statement Audit</u>. If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) 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) <u>Publicly-Traded Entities</u>. 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. <u>Delinquent Reports</u>. When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

## ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

#### 13.1. Termination.

- (a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.
- (b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).
  - (c) This Agreement may be terminated, in whole or in part, by Grantor:
    - (i) Pursuant to a funding failure under Paragraph 4.1;
  - (ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or
  - (iii) If the Award no longer effectuates the Program goals or agency priorities as set forth in **Exhibit A**, **PART TWO** or **PART THREE**.

- 13.2. <u>Suspension</u>. 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 III. Admin. Code 7000.80 and 7000.260.
- 13.4. <u>Objection</u>. 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. <u>Close-out of Terminated Agreements.</u> 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. <u>Subcontracting/Subrecipients/Delegation</u>. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The

requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

- 14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b)(2).
- 14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

#### **ARTICLE XV NOTICE OF CHANGE**

- 15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).
- 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.
- 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.
- 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, <u>PART TWO</u> or <u>PART THREE</u> may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

## ARTICLE XVII CONFLICT OF INTEREST

- 17.1. <u>Required Disclosures</u>. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.113; 30 ILCS 708/35.
- 17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is <u>not</u> 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. <u>Purchase of Equipment</u>. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.
- 18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in PART TWO or PART THREE and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.
- 18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

State of Illinois

of

DHS GRANT AGREEMENT FISCAL YEAR 2025/3.11.2024

Published Revision:

2024.06.19.08.19.51 1

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

## ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

- 19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee must obtain Prior Approval for the use of those funds (2 CFR 200.467) and must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.
- 19.2. <u>Prior Notification/Release of Information</u>. 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. <u>Maintenance of Insurance</u>. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.
- 20.2. <u>Claims</u>. 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. <u>Independent Contractor</u>. 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. <u>Gift Ban</u>. 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. <u>Assignment Prohibited</u>. 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. <u>Copies of Agreements upon Request</u>. 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. <u>Amendments</u>. 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. <u>Severability</u>. 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

State of Illinois

of

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

#### 22.10. Precedence.

- (a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between <a href="PART">PART TWO</a> or <a href="PART THREE">PART THREE</a> of this Agreement, <a href="PART TWO">PART THREE</a> of this Agreement, <a href="PART TWO">PART TWO</a> 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 <a href="PART TWO">PART THREE</a>, and in such cases, those requirements control.
- 22.11. <u>Illinois Grant Funds Recovery Act</u>. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.
- 22.12. <u>Headings</u>. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.
- 22.13. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.
- 22.14. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

State of Illinois

of

22.15. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 III. 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 III. Admin. Code 7000.440.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

#### **EXHIBIT A**

#### PROJECT DESCRIPTION

FEDERAL PROGRAM NAME: STATE PROGRAM NAME: TOBACCO ENFORCEMENT PROGRAM
PURPOSE OF GRANT

ACCOUNT\_LINE(s) SUMMARY:

Acct.Line#: 1

CSFA Number: 444-26-1565 Appropriation FY: 2025

Appropriation Code: 0733.44426.4900.000000NE WBS Element: 444DSUPR25-PROVPC22-SA11

Sponed. Prog: PROV

Appropriation Amount: \$7,172.00

These funds are Used/Reported by the Provider as Federal Funds: No

Use by DHS as Maintenance of Effort (MOE): Yes

Use by DHS as Matching Funds: No

Assistance Listing Program Number: 93.959
Assistance Listing Program Title: SABG

FAIN Number: B08TI087034 - FAIN Award Agency: DHHS

FAIN Award Date: Oct 1, 2023

Exhibit A - Scope of Services

The following information defines the scope of service for the Tobacco Enforcement Program (TEP) for compliance monitoring of tobacco retail establishments across Illinois to assure that Tobacco products are not sold to individuals under 21 as defined by state or local law. The TEP establishes a program of local compliance monitoring to be implemented by municipalities across Illinois. Applicants are to conduct three compliance checks by contracting with individuals under 21 who will attempt to purchase tobacco products through three supervised visits at tobacco retailers where individuals under 21 can legally enter. Tobacco retailers included in the unannounced compliance checks are to be provided with information on what constitutes illegal sales to individuals under 21 provided by the state. Three rounds of unannounced compliance checks during a specific period of all retailers by supervised minors of tobacco retailers within a municipality will complete the requirements of this program where minors can enter legally.

State Of Illinois.

DHS GRANT AGREEMENT FISCAL YEAR 2025/3.11.2024

Published Revision: 2024.06.19.08.19.51 1

# EXHIBIT A PROJECT DESCRIPTION

"Tobacco product" means any product containing or made from tobacco that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff, snus, and any other smokeless tobacco product which contains tobacco that is finely cut, ground, powdered, or leaf and intended to be placed in the oral cavity. "Tobacco product" includes any component, part, or accessory of a tobacco product, whether or not sold separately.

----- END OF PROGRAM: TOBACCO ENFORCEMENT PROGRAM ------

State of Illinois

DHS GRANT AGREEMENT FISCAL YEAR 2025/3.11.2024

Published Revision :

2024.06.19.08.19.51 1

Page: 26 of 59

#### **EXHIBIT B DELIVERABLES**

- 1. Assure that municipal personnel implementing the program are trained through an Illinois Law Enforcement Training and Standards Board (ILETSB) state certified class (to be offered by IDHS SUPR vendor) or have received prior approved training within the last five years. Documentation of prior training may be requested at any point during the contract year or if audited.
- 2. Hire and train local 16 year old through 20 year-old youth, based upon tobacco ordinance, in tobacco retailer compliance visit processes that assures safety first. Submit proof of age and the completed Minor Participation Packet for each minor to IDHS SUPR by June 30,2025 or when requested after Compliance Checks.
- 3. Submit completed Provider Performance Reports according to form instructions to IDHS SUPR each quarter by the 30th of the following month.
- 4. Provide tobacco retailers within municipality 2025 educational materials provided by IDHS SUPR regarding sales to minors. Submit grantee signed Tobacco Retailer Education Log to DHS October 31, 2024, and invoice for the total number of tobacco retailers educated to IDHS SUPR by November 20, 2024.
- 5. Conduct a round of tobacco compliance checks of all tobacco retailers within municipality according to applicable state laws and regulations by December 21, 2024. Respond to violations according to applicable state laws/regulations and local regulations.
- 6.Complete the Tobacco Enforcement Program Summary Report on first round of compliance checks. Submit form to IDHS SUPR by January 10, 2025.
- 7. Conduct a second round of tobacco compliance checks of all tobacco retailers within municipality according to applicable state laws and regulations by March 31, 2025. Respond to violations according to applicable state laws/regulations and local regulations.
- 8.Complete the Tobacco Enforcement Program Summary Report on the second round of compliance checks. Submit form to IDHS SUPR by April 10, 2025.
- 9. Conduct a third round of tobacco compliance checks of all tobacco retailers within municipality according to applicable state laws and regulations by May 20, 2025, Respond to violations according to applicable state laws/regulations and local regulations.
- 10. Complete the Tobacco Enforcement Program Summary Report on third round of compliance checks and submit invoice for the total number of tobacco retailers that received three rounds of compliance checks to IDHS SUPR by June 10th, 2025.

State Of Illinois.

DHS GRANT AGREEMENT FISCAL YEAR 2025/3.11.2024 2024.06.19.08.19.51 1

Published Revision:

Page: 27 of

# EXHIBIT B DELIVERABLES

----- END OF PROGRAM: TOBACCO ENFORCEMENT PROGRAM ------

State of Illinois

DHS GRANT AGREEMENT FISCAL YEAR 2025/3.11.2024

Published Revision: 2024.06.19.08.19.51 1

Page: 28 of 59

#### **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		GRANTEE CONTACT			
Name:	CHEMETHA BAKER	Name:	Mary A. Keating		
Title:	TPP Coordinator	Title:	Director of Community Services		
Address:	401 S Clinton St Chicago, IL 60607-3800	Address:	421 N County Farm Rd Wheaton, IL 60187-3978		
			PAYMENT ADDRESS of than the address above)		
FOR GRAN	IT ADMINISTRATION				
GRANTOR		GRANTEE	GRANTEE CONTACT		
Name:	CHEMETHA BAKER	Name:	Mary A. Keating		
Title:	TPP Coordinator	Title:	Director of Community Services		
Address:	401 S Clinton St Chicago, IL 60607-3800	Address:	421 N County Farm Rd Wheaton, IL 60187-3978		
Phone:	312-814-2311	Phone:	630-407-6457		
TTY #:		TTY #:			
E-mail Ad	ldress: chemetha.baker@illinois.gov	E-mail Ad	E-mail Address: mary.keating@dupageco.org		

# EXHIBIT D PERFORMANCE MEASURES

- 1.All quarterly Provider Performance Reports are submitted as indicated.
- 2.All tobacco retailers within municipality are provided with educational materials pertaining to sales to minors and Tobacco Retailer Education Log submittal to DHS October 31, 2024, and invoice submitted by November 20, 2024. See Exhibit B #3, and #4.
- 3. First round of tobacco compliance checks completed by December 21, 2024.
- 4. First round Tobacco Enforcement Program Summary Report submitted by January 10, 2025.
- 5. Second round of tobacco compliance checks completed by March 31, 2025.
- 6.Second round Tobacco Enforcement Program Summary Report submitted by April 10, 2025.
- 7. Third round of tobacco compliance checks completed by May 20, 2025.
- 8. Third round Tobacco Enforcement Program Summary Report and invoice submitted by June 10th, 2025.

----- END OF PROGRAM: TOBACCO ENFORCEMENT PROGRAM ------

#### **EXHIBIT D**

#### PERFORMANCE STANDARDS

- 1.100% of quarterly Provider Performance Reports are submitted as indicated.
- 2.100% of tobacco retailers within municipality are provided with educational materials pertaining to sales to minors and Tobacco Retailer Education Log and invoice submitted by November 20, 2024. See Exhibit B #3, and #4.
- 3.At least 90% of first round tobacco compliance checks are completed by December 21, 2024.
- 4.100% first round Tobacco Enforcement Program Summary Report received by January 10, 2025.
- 5.At least 90% of second round tobacco compliance checks completed by March 31, 2025.
- 6.100% second round Tobacco Enforcement Program Summary Report and invoice received by April 10, 2025.
- 7.At least 90% of third round tobacco compliance checks completed by May 20, 2025.
- 8.100% third round Tobacco Enforcement Program Summary Report and invoice received by June 10, 2025.

----- END OF PROGRAM: TOBACCO ENFORCEMENT PROGRAM ------

State Of Illinois.

DHS GRANT AGREEMENT FISCAL YEAR 2025/3.11.2024

Published Revision:

2024.06.19.08.19.51 1 Page: 31 of 59

# EXHIBIT E SPECIFIC CONDITIONS

N/A

----- END OF PROGRAM: TOBACCO ENFORCEMENT PROGRAM ------

State Of Illinois.

DHS GRANT AGREEMENT FISCAL YEAR 2025/3.11.2024

Published Revision: 2024.06.19.08.19.51 1

Page: 32 of 59

# EXHIBIT F PAYMENT

#### The Payment Method:

Grant Budget previously funded by Fixed Rates will now use the Uniform Grant Budget and enter the Services and Rates under the Grant Exclusive Line Items. The Personnel, Fringe, Occupancy, and other expenditure lines are to be left blank.

Uniform Grant Budget payments will be processed upon receipt of invoice using the Expenditure Payment Voucher (EPV) provided it is completed correctly without having to be returned. The payment method for this award is post services provision Uniform Grant Budget payments based upon accepted Tobacco Retailer Education Log, Tobacco Enforcement Program Summary Reports, and EPVs.

Rates to be utilized:

Invoice calculations will employ the posted rates for the services. Provider will deliver services in accordance to Exhibit B.

Description Quantity Basis Cost Length of Time (# of Retailors) Grant Exclusive Line-Item Cost
Retailor Education1Rate\$55.001\$55.00
Compliance Check 11Rate\$36.001\$36.00
Compliance Check 21Rate\$36.001\$36.00
Compliance Check 31Rate\$36.01\$36.00
Record Maintenance1Rate10%1\$16.30

State Total\$180.00

Amount Requested from the State must be a whole number (no pennies). State total in example reflects rounding up.

----- END OF PROGRAM: TOBACCO ENFORCEMENT PROGRAM ------

State Of Illinois.

DHS GRANT AGREEMENT FISCAL YEAR 2025/3.11.2024

Published Revision: 2024.06.19.08.19.51 1

#### PART TWO -GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in <u>PART ONE</u>, Grantor has the following additional requirements for its Grantee:

# ARTICLE XXIII ADDITIONAL CERTIFICATIONS

- 23.1 <u>Certifications</u>. 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 <u>Renewal</u>. 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 <u>Multiple Locations</u>. 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 <u>Changes in Key Grant Personnel</u>. 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

State of Illinois

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 <u>Grant Funds Recovery</u>. The provisions of 89 III. 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 <u>Gifts</u>. 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 <u>Current Contact Information and Notices</u>. 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 <u>Supplies Disposition</u>. 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 <u>Reporting Requirements.</u> The reporting timeframes described in Paragraphs 10.1, 10.2, 11.1 and 11.2 are specified in **EXHIBIT B**.

# ARTICLE XXV MONITORING AND INFORMATION

25.1 <u>Monitoring of Conduct</u>. In addition to ARTICLE IX of <u>PART ONE</u>, 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

State of Illinois

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 <u>Rights of Review</u>. This ARTICLE XXV 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

- 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 <u>License to Grantor</u>. 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 <u>License to Grantee; Objections.</u> 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 Grantee 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 <u>Unresolved Objections; Disclaimer</u>. 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

State of Illinois

DHS GRANT AGREEMENT FISCAL YEAR 2025/3.11.2024

Published Revision :

2024.06.19.08.19.51 1

#### POST-TERMINATION/NON-RENEWAL

- 27.1 <u>Duties</u>. 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 <u>Survival</u>. 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 <u>Applicability</u>. This Article does not apply to governmental bodies or institutions of higher education.
- 28.2 <u>Plan Creation</u>. 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 <a href="http://www.dhs.state.il.us/page.aspx?item=66602">http://www.dhs.state.il.us/page.aspx?item=66602</a>.
- 28.3 <u>Plan Implementation.</u> 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 <u>Plan Submission</u>. 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 <u>PART ONE</u> and Grantor-Specific Terms in <u>PART TWO</u>, Grantor has the following additional requirements for this Project:

# ARTICLE XXIX ADDITIONAL REQUIREMENTS

- 29.1 <u>Program Manual</u>. 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 <u>Program Attachment</u>. The related Program Attachment, if applicable, is  $\underline{\mathbf{c}}$ . It can be found via the following DHS website: <a href="http://www.dhs.state.il.us/page.aspx?item=29741">http://www.dhs.state.il.us/page.aspx?item=29741</a> and is hereby incorporated into this Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

State of Illinois

# Substance Use Prevention and Recovery CSA Attachment C

#### **Table of Contents**

- I. Introduction
- II. Applicable Laws, Rules and Regulations
- III. <u>Treatment and Support Services</u>
- IV. Prevention Services
- V. Deliverables
- VI. Payment
- VII. Eligibility Criteria
- VIII. Reporting Requirements
- IX. Special Conditions

#### I. Introduction

This document is an attachment to the Illinois Department of Human Services (IDHS) Division of Substance Use Prevention and Recovery's (SUPR) Uniform Grant Agreement (UGA). This attachment identifies additional grant agreement/ contract rules and requirements that are not specified in the UGA but that apply to all funded organizations.

# II. Applicable Laws, Rules and Regulations

Compliance is required with all applicable laws, rules, and regulations, as well as guidelines of the state and federal government, including but not limited to:

#### A. Federal

Fee-for-Service (Medicaid) and Grant Funded

- 1. Program Fraud Civil Remedies Act (45 CFR, Part 79). Certification of compliance with the Program Fraud Civil Remedies Act.
- 2. Federal regulations regarding Diagnostic, Screening, Prevention, and Rehabilitation Services (Medicaid) (42 CFR 440.130).
- 3. Confidentiality of Substance Use Disorder Patient Records (42 CFR, Part 2).
- 4. Federal regulations regarding Opioid Maintenance Therapy (21 CFR 291.505 (FDA)), (21 CFR1301-1307 (DEA)).

#### **Grant Funded Only**

- The Substance Use Prevention, Treatment, and Recovery Services Block Grant Regulations (45 CFR, Part 96 Subpart L).
- 2. Charitable Choice: Religious organizations as defined under 42 CFR 54.2(b), shall comply with the Charitable Choice Regulations as set forth in 42 CFR 54.1 et seq. regarding funds provided directly to pay for substance use disorder prevention and treatment services under 42 U.S.C. 300x-21 et seq.; 42 U.S.C. 290aa, et seq.; and 42 U.S.C. 290cc-21 to 290cc-35.
  - a. Notice shall be given to each patient and potential patient of his/her right to receive alternative services from another organization, and the right to be referred to alternative services that reasonably meet the requirements of timeliness, capacity, accessibility and equivalency as set forth in 42 CFR 54.8 and 54a.8. It is recommended that the "model notice" set forth in Appendix A of 42 CFR 54a be used.
  - b. Referrals shall be made to alternative organizations as set forth in <u>42 CFR 54.8</u> and <u>54a.8</u> and can be made utilizing 1-833-2FINDHELP or <u>www.helplineil.org</u> to identify suitable alternative organizations.
  - c. A record of referrals made pursuant to these regulations shall be maintained and provided to IDHS on an annual survey as requested.
  - d. No patient or potential patient may be discriminated against based on religion, a religious belief, or a refusal to actively participate in a religious practice.
  - e. Funds shall not be used for inherently religious activities, such as worship, religious instruction, or proselytizing.

#### B. State

Fee-for-Service (Medicaid) and Grant Funded

- 1. The Illinois Substance Use Disorder Act (20 ILCS 301), (hereafter referred to as the "Act").
- 2. Title 77 III. Adm. Code, Parts 2060 and 2090.
- 3. Title 44, Part 7000, Grant Accountability and Transparency Act.
- 4. Public Act 100-1058 Section 10, The Health Care Worker Self-Referral Act.

## C. Manuals/Annual Online Certification Plan Survey

#### Fee-for-Service (Medicaid) and Grant Funded

- DARTS Manual
- Contractual Policy Manual
- Annual Online Certification Plan Survey

#### Fee-for-Service (Medicaid)

 Policy Manual for Participants Covered Under the Department of Healthcare and Family Services (IDHFS) Medical Programs

# III. Treatment and Support Services

Services are more specifically described in the <u>IDHS/SUPR Contractual Policy Manual</u>.

All services can be funded via Grant, but Medicaid fee-for-service reimbursement from SUPR is only allowed for services that are covered in the IDHFS Medicaid State Plan or for waiver services included as pilots in the Better Care Illinois Behavioral Health Initiative. All services must be delivered by IDHS/SUPR licensed and/or certified organizations. SUPR grant funds can only be used as payor of last resort for services that have not been denied by other payors due to medical necessity.

#### A. Treatment Services\*

- 1. Level 0.5 (Early Intervention) as specified in Part 2060.402 (a).
- 2. Level 1 (Outpatient) as specified in Part 2060.401 (b).
- 3. Level 2.1 and 2.5 (Intensive Outpatient/Partial Hospitalization) as specified in Part 2060.401 (c).
- 4. Level 3.1 (Residential Extended Care) as defined in Part 2060.103 and as specified in Part 2060.401 (d).
- 5. Level 3.2 (Withdrawal Management) as specified in Part 2060.405.

- 6. Level 3.5 (Residential Rehabilitation) as specified in Part 2060.401 (d).
- 7. Level 3.7 (Withdrawal Management) as specified in Part 2060.405.
- 8. Psychiatric Evaluation: An examination of a patient and exchange of information to determine whether the patient's condition is because of alcohol and/or other drugs or to a diagnosed psychiatric disorder.
- 9. Medication Monitoring: A medical review of a patient's use of psychotropic medications while in treatment that is conducted by the organization's psychiatrist or physician or physician extender.
- 10. Medication Assisted Recovery: The prescription of medications that are approved by the U.S. Food and Drug Administration and the Center for Substance Abuse Treatment to assist with treatment for a substance use disorder and to support recovery for individuals receiving services in a facility licensed by the Division. Medication assisted recovery includes but is not limited to opioid treatment services using Methadone.
- \* American Society of Addiction Medicine (ASAM) Levels of Care are determined by ASAM latest edition of the Patient Placement Criteria and implementation of criteria by SUPR.

## B. Support Service

- 1. Toxicology: Urine, blood or saliva analysis to determine the presence of alcohol and/or other drugs in patients who receive treatment or intervention services.
- Case Management: A coordinated approach to the delivery of health and medical treatment, substance use disorder treatment, mental health treatment, and social services, linking patients with appropriate services to address specific needs and achieve stated goals.
- 3. Community Intervention: A service that occurs within the community rather than in a treatment setting. These services focus on the community and its residents and include crisis intervention, case finding to identify individuals in need of service including in-reach and outreach to targeted populations or individuals not admitted to treatment. Outreach is the encouragement, engagement or reengagement of at-risk individual(s) into treatment through community institutions such as churches, schools and medical facilities (as defined by the community) or through the SUPR consultation. In-reach is the education of community institutions or state agencies and social services staff regarding the screening and referral of at-risk individuals to treatment programs for the purposes of a clinical assessment.

- 4. Recovery Home: Services as specified in Part 2060.509 and/or in the service requirements located in the Contractual Policy Manual.
- 5. Criminal Justice Services: Activities designed to serve individuals with substance use disorders currently under the jurisdiction of the Circuit Courts and Judicial Districts of the State of Illinois, County Probation Departments, local State's Attorney's Offices and County Sheriff's Departments. Services are designed to refer those individuals into treatment programs as an alternative to prosecution or incarceration and to clinically monitor and track their progress in treatment. Activities designed to also serve inmates involved with or who are parolees of Department of Corrections Correctional Center substance use disorder treatment programs. These services are designed to intervene and address multiple problems, often chronic in nature, presented by the individual at the time of parole to the community and must include referrals to licensed community-based substance use disorder treatment organizations for continuing treatment and/or recovery.
- 6. Medications: Limited reimbursement for the cost of Substance Use Disorder medications.
- 7. Interpreter Services for the Deaf or Hearing Impaired: Interpreter services for treatment clients who are also deaf or hearing impaired.
- 8. Child Domiciliary: Beds for children who reside with a parent who is receiving residential care or who is residing in a recovery home.
- 9. Gambling Intervention and Treatment: A collaborative system of care designed for persons who are diagnosed with co-occurring substance use, gambling, and other disorders and/or gambling as a primary disorder.
- 10. Recovery Support Services: Recovery support services include employment training, continuing care, employment coaching, peer recovery coaching, recovery coaching, recovery skills, spiritual support, and transportation.
- 11. Special Project: The provision of special or unique projects. Descriptions are specified in a separate scope of services (Uniform Grant Agreement exhibit) that are incorporated into and, therefore, are a part of the IDHS UGA.
- 12. Vouchered Contract Deliverable: The provision through fixed rate or grant that cannot be billed electronically through DARTS.

## C. Interim Services (45 CFR 96.121)

Interim Services or Interim Substance Use Disorder Services means services that are provided until an individual is admitted to a substance use disorder treatment program.

The purposes of the services are to reduce adverse health effects, promote the health of the individual, and reduce the risk of transmission of disease. At a minimum, interim services include counseling and education about HIV and tuberculosis (TB), the risks of needle-sharing, the risks of HIV and TB transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur, as well as referral for HIV or TB treatment services if necessary. For pregnant women, interim services also include counseling on the effects of alcohol and drug use on the fetus, as well as referral for prenatal care.

#### D. Tuberculosis Services

At a minimum, TB services must include counseling regarding tuberculosis and testing to determine infection with mycobacterium tuberculosis and the appropriate form of treatment and to provide a referral for infected persons for appropriate medical evaluation and treatment. Through arrangements with other public or nonprofit entities, such tuberculosis services shall be routinely available to everyone receiving treatment for a substance use disorder; and in the case of an individual in need of such treatment, who is denied admission based on the lack of capacity of the organization to admit the individual, will refer the organization to another provider of tuberculosis services.

## E. Pregnant Women and Women with Dependent Children (45 CFR 96.124)

Families shall be treated as a unit and therefore organizations shall admit both women and their children into treatment, if appropriate, including women attempting to regain custody of their children. The organization shall also make available, either directly or through linkage agreements with other public or nonprofit entities, the provision or arrangement for the following services:

- 1. Primary medical care for women, including referral for prenatal care and the provision of childcare while such women are receiving these services;
- 2. Primary pediatric care, including immunization, for children;
- 3. Gender specific treatment and therapeutic interventions for the women which may address relationship issues, sexual and physical abuse, parenting skills and the provision of childcare while such women are receiving these services;
- 4. Therapeutic interventions for children in custody of women in treatment which may, among other things, address their developmental needs, their issues of sexual and physical abuse and neglect; and

5. Sufficient case management and transportation to ensure women and their children have access to these services.

Confirmation of the direct delivery of services or through referral will be documented in record.

## F. Treatment Services for Pregnant Women (45 CFR 96.131)

Pregnant women who seek or are referred and who would benefit from such services shall be given preference in admission to treatment. The organization shall publicize the availability of treatment services to this population and that priority is given for admission. If unable to admit a pregnant woman because of insufficient capacity or because the organization does not deliver the necessary services, referral to another organization must be made and documented within 48 hours of the request. The organization shall also notify SUPR regarding such persons for whom it lacks the capacity to admit. This notification shall be made using the Division's Capacity Management System, hereafter referred to as "CAPMAN" which will enable the Department to identify an organization with the capacity to provide the necessary treatment.

# G. Capacity for Treatment for Patients with Injecting Substance Use Disorders (45 CFR 96.126)

If the organization delivers treatment for patients with injecting substance use disorders, it shall:

- 1. Notify the Division immediately upon reaching 90% capacity to admit such individuals. Such notification shall be by use of CAPMAN.
- 2. Admit an individual who requests and needs treatment for intravenous drug use no later than 14 days after the individual makes the request for admission; or 120 days after the date of the initial request, if no organization has the capacity to admit the individual on the date of such request and if interim services, as defined herein, are made available to the individual not later than 48 hours after such request.
- 3. Establish a waiting list, which includes a unique patient identifier for each individual seeking treatment, including those receiving interim services, while awaiting admission to treatment.
- 4. Use outreach models that are evidence-based and scientifically sound or, if no such models are available which are applicable to the local situation, use an

approach which reasonably can be expected to be an effective outreach method. All models shall require that outreach efforts include the following:

- a. Selecting, training and supervising outreach workers;
- b. A strategy to contact high risk substance users, their associates and neighborhood residents that conforms to state and federal confidentiality requirements including 42 CFR, Part 2;
- c. Promoting awareness among injecting drug users about the relationship between injecting drug use and communicable diseases such as HIV;
- d. Recommend steps that can be taken to ensure that HIV transmission does not occur; and
- e. Encouraging entry into treatment.

Confirmation of the direct delivery of services or through referral will be documented in record.

#### IV. Prevention Services

Services are driven by deliverables specified in Uniform Grant Agreement exhibits specific to the type of prevention program. The types of prevention programs are specified in the Contractual Policy Manual. The Drug Overdose Prevention Program is part of the Bureau of Prevention Services and activities are specified in the Substance Use Disorder Act (20 ILCS 301/5-23).

#### V. Deliverables

## Fee-for-Service (Medicaid) and Grant Funded

#### A. Contractual Policy Manual and Specific Exhibits

The terms and conditions and deliverables set forth in the Contractual Policy Manual and in all applicable Exhibits and/or service requirements located in the manual shall be in addition to those contained in this principal Attachment and in the Uniform Grant Agreement. They are incorporated herein by reference.

#### B. Conflict Between Attachment C, Exhibits and Service Requirements

In the event of a conflict between Attachment C, and an Exhibit or Service Requirement, the terms of the latter shall supersede and govern.

## **Grant Funded Only**

#### C. Continuity of Services

The funds obligated under this award are for the entire twelve-month period of the state fiscal year referenced herein unless a specific start date is indicated due to funding restrictions. Therefore, the organization shall ensure that all services funded by this award are available for the entire twelve-month period of the fiscal year irrespective of when full disbursement of the award occurs.

#### D. Annual Online Certification Plan Survey

The organization shall complete an Annual Certification Plan Survey in a format prescribed by SUPR and have such a plan approved in writing and on file with SUPR.

# VI. Payment

## A. Funding Methodology

Grant or Grant Fixed Rate shall be the funding methodology for all funds. Grantees will receive payment by one of the three payment methodologies (Advance Payment, Reimbursement or Working Capital Advance).

#### I. Advance Payment Method (Advance and Reconcile)

- 1. 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.
- 2. Grantees must submit monthly invoices in the format and method prescribed in the Grantee's executed Uniform Grant Agreement. The first invoice is due within 15 days after the first month of the Award's term. 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.
- 3. Subsequent monthly payments will be based on each monthly invoice submitted by Grantee to Grantor, and will be adjusted up or down, based on a comparison of actual cumulative expenditures to cumulative advance payments, to date.
- 4. Grantees that do not expend all advance payment amounts by the end of the Award term or that are unable to demonstrate that all incurred costs were

- necessary, reasonable, allowable, or allocable as approved in their respective budget, must return the funds within 45 days.
- 5. Grantees may be required to submit supporting documentation for their requests at the request of and in a manner prescribed by the Grantor.
- 6. Failure to abide by advance payment governance requirements may result in grantee losing their right to advance payments.

#### II. Reimbursement Method

- 1. 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.
- 2. 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 calendar day following the end of each monthly invoice period. As practicable, Grantor shall process payment within 30 calendar days after receipt of the invoice, unless the State awarding agency reasonably believes the request to be improper.
- 3. 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

- 1. 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.
- 2. 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. The first invoice is due 15 calendar days after the first month of the Award term. 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.
- 3. Grantees may be required to submit supporting documentation for their requests at the request of and in a manner prescribed by the Grantor.
- 4. Working Capital Advance Payments are limited to a single occurrence per grant term.

5. Following the initial working capital advance payment, grantees will be paid via advance or reimbursement method as appropriate.

Grant Fixed Rate: means payments for non-Medicaid services based on a rate, unit cost or allowable costs incurred, that are based on a statement, bill or DARTS submission as required by IDHS. Fixed Rate payments are subject to all federal administrative regulations and requirements including, but not limited to, OMB Circular A-102, OMB Circular A-100, OMB Circular A-133, and are subject to all applicable cost principles, including OMB Circular A-21, OMB Circular A-87 and OMB Circular A-122. A Fixed Rate agreement, in common terminology, is a non-Medicaid fee-for-service agreement. Fixed Rate grants will be paid on a Reimbursement basis.

## B. Payments Processed by Division

All Payments made by SUPR are subject to post-payment audit and recovery procedure as set forth in IX, F. of this attachment.

# C. Grantee Compliance Enforcement System; Illinois Stop Payment List

The Grant Accountability and Transparency Act (GATA) established a Grantee Compliance Enforcement System that outlines a statewide framework for State agencies to manage occurrences of noncompliance with grant requirements. See 44 ILCS 7000.80 For example, organizations that do not submit monthly invoices or quarterly periodic performance reports as per deliverable requirements in their UGA can be referred to IDHS for placement on the IDHS stop-pay list. Possible non-compliance repercussions include referral to the State stop pay system which impacts all agencies' payments.

## D. Final Billing Submission Date

The final submission date for billing all non-Medicaid funded services is close of business of the first Monday of August. Notification is provided twice a year in writing of the actual final submission date. It is the responsibility of each organization to ensure that all fiscal year billings are submitted for DARTS or manual processing by this date. As a reminder, it is critically important that DARTS or manual billing errors be resolved when they occur as delays in billing reconciliation from the organization that result in non-accepted or late submissions will not be eligible for payment through the Court of Claims. Examples of such delays that are the responsibility of the organization are:

1. Submission of claims past the August date.

- 2. Non-reconciliation of software reporting problems resulting in inability to submit bills by the August date.
- Non-reconciliation of DARTS or manual billing errors by the August date.
- 4. Non-submission of manual payment vouchers by the August date.

To assist with compliance to year-end submissions, it is strongly recommended that June DARTS or manual earnings/expenditures, as well as any other prior month's earnings/ expenditures, be submitted as early as possible in July to allow time for correction of errors. Adherence to this submission deadline is a factor that is evaluated during each state fiscal year contracting process.

# VII. Eligibility Criteria

## A. Patient Eligibility

All individuals who receive services funded by the Division must:

- Meet the income eligibility requirements specified in the Contractual Policy Manual and/or;
- 2. Meet any stated eligibility conditions in an Exhibit referenced in the Attachment C cover page, the Contractual Policy Manual, and Exhibit 1 for the applicable fiscal year award and/or;
- 3. Have a valid Illinois medical card for Medicaid reimbursement.

## B. Gender/Religion

No organization shall, on the grounds of gender (including in the case of any woman due to pregnancy) or of religion, exclude any patient from participation in, or deny the benefits of any services or activities funded hereunder.

#### C. Service Priorities

In its admission of patients for services as described in this Agreement, the organization shall, and certifies that it does, give priority to the following patients (unless such priority would violate state or federal law). Priorities 1, 2, and 3 must be addressed in rank order.

- 1. Pregnant women with injecting drug use.
- 2. Pregnant women with a substance use disorder.
- 3. Individuals with injecting drug use.

- 4. Post-partum women, women with young children and justice-involved women.
- 5. DCFS referred persons, TANF, DOC releasees and those with service in the U.S. Armed Forces.

#### D. TANF Referrals

Any TANF individuals referred from an IDHS office must be given priority status for placement as specified herein. Such individuals must receive an assessment within 48 hours and every attempt should be made for an immediate placement in treatment. The organization shall comply with all paperwork requirements associated with the referral, placement, progress, and sanctioning of such individuals (i.e., referral acceptance form, progress report form).

#### E. Service Members, Veterans, and Their Families (SMVF)

The organization shall:

- 1. Develop policies and procedures regarding the provision of substance use disorder services to SMVF.
- Develop a list of referral resources to assist SMVF address issues related to Post Traumatic Stress Disorder, suicide prevention, employment, education, housing, and the process of applying for state and federal veteran's benefits.
- 3. Ensure that the following inquiry is made when conducting any initial screening or evaluation. "Have you or a loved one ever served in the U.S. Armed Forces?"
- 4. Ensure SMVF have access to culturally appropriate services, through development of a training plan to improve staff awareness of SMVF issues and increase staff understanding of military culture. Training resources can include the <a href="Illinois Joining Forces">Illinois Joining Forces</a> network, the <a href="Illinois Department of Veterans Affairs">Illinois Department of Veterans Affairs</a>, and the <a href="VA's Community Providers">VA's Community Providers</a> toolkit.

# VIII. Reporting Requirements

## A. Periodic Performance Reporting

The State agency shall require organizations that receive a UGA to use the Periodic Performance Report (PPR) to articulate performance outcomes. In addition, each State grantmaking agency shall utilize the PPR to:

1. Require its awardees to relate financial data to performance accomplishments of the award: and

2. When applicable, require awardees to provide cost information to demonstrate cost-effective practices. [30 ILCS 708/50(c)(1)]

All fixed rate grantees, unless otherwise specified in writing by the Division, shall report service data electronically. Organizations shall also report any other data requested by the Division to carry out its duties. The preferred method of reporting fixed rate grant service data is through software supplied by the Division (DARTS) unless another arrangement has been made in writing.

#### B. Source Data

Organizations shall be able to verify, upon request, all DARTS and manual reporting data entries via hard copy of source documentation as defined and described in the SUPR Contractual Policy Manual for the current fiscal year.

#### C. Fiscal Data

Organizations must submit financial reports as requested and in the format required by SUPR. Organizations shall file monthly reports with SUPR describing the expenditure(s) of the funds related thereto IAW 2 CFR 200.207. Failure to submit the required financial reports may cause delay or suspension of funding. 30 ILCS 705/1 et seq.; 2 CFR 207(b)(3) and 200.327.

#### D. DASIS

The U.S. Department of Health and Human Services Substance Abuse and Mental Health Services Administration, Drug and Alcohol Services Information System (DASIS), National Survey of Substance Abuse Treatment Services (N-SSATS) questionnaire shall be completed by the organization at least annually. One survey shall be completed per site number (one I-SATS number is assigned per site). Inventory of Substance Abuse Treatment Services (I-SATS) are assigned by the Substance Abuse and Mental Health Services Administration (SAMHSA) to all treatment facilities. The I-SATS ID number is the same identifier for the Treatment Episode Data Set (TEDS), and the National Survey of Substance Abuse Treatment Services (N-SSATS) systems.

### E. Manual Reporting

All manual report requirements set forth in specific service requirements located in the Contractual Policy Manual shall be submitted according to timeframes set within the UGA or directed by SUPR. All such reports shall be submitted to the Contract

Manager/Project Director with carbon copy to their supervisor through their Illinois email address and they can be also submitted to the following address:

Contract Management
Attn: Supervisor
Illinois Department of Human Services
Division of Substance Use Prevention and Recovery
401 South Clinton Street, Second Floor
Chicago, Illinois 60607-3800

## F. Capacity Management/Waiting List

The organization shall report capacity information for funded residential and/or opioid treatment programs to the Capacity Management System ("CAPMAN") daily. Reporting shall occur in a manner specified by SUPR through the Illinois Helpline for Opioids and Other Substances portal. The organization agrees to make every reasonable effort to locate and effect referrals to appropriate services for any patient who is specified as a priority service population as described herein, before placing such patient on a waiting list. Organizations shall maintain a documented record system, which includes patient locating information for patients it has placed on a waiting list. A waiting list function is available through the Illinois Helpline for Opioids and Other Substances. Interim services must be provided to patients that are considered priority populations if they are on the organization's waiting list.

# IX. Special Conditions

## A. Training

The organization shall attend and participate in SUPR sponsored training and technical assistance. The organization shall be notified of required training and shall be responsible for all related travel expenses, unless otherwise specified. Attendance of fixed rate funded program staff may be billed through the Community Intervention

#### **B.** Notifications

The organization shall:

- Notify SUPR immediately in writing upon discovery of any substantial problem relative to the submission of any required service or financial data.
- 2. Obtain approval from SUPR in writing 90 calendar days prior to any planned cessation or relocation of any service or facility funded in part or total by the

Division.

Failure to obtain such approval is a material breach of this agreement and voids the Division's funding obligation for such program.

#### C. Peer Review

Peer review, coordinated through SUPR will be conducted on selected organizations to assess the quality, appropriateness, and efficiency of treatment services delivered in accordance with 77 III. Adm. Code 2060 and in accordance with the requirements of 45 CFR, Part 96.136. All funded organizations must participate in this process when requested.

## D. Staff Development

The organization shall provide or facilitate staff development, including continuing education and will participate in continuing education/professional development with respect to:

- 1. Recent trends in SUD in the state;
- Improved methods and evidence-based practices for SUD and prevention services;
- 3. Performance accountability;
- 4. Data Collection and reporting requirements; and
- 5. Any other matters that would serve to improve the delivery of SUD prevention, intervention, and treatment within the state.

#### E. Evaluations

The organization may be randomly selected to participate in outcome evaluations by SUPR. If selected, the organization shall assist as requested within reason, i.e., locating and interviewing patients, obtaining required written consent from patients. The organization shall within reason and in accordance with confidentiality requirements, keep contact information on former patients, which includes at least three individuals that may be contacted regarding their participation,

## F. Monitoring and Post-Payment Auditing

The organization shall allow the Division access to its facilities, records, and employees for the purposes of monitoring and post-payment auditing. Any findings arising from monitoring or post-payment audits will be shared with the organization.

The organization shall submit corrective action plans to SUPR as requested, shall comply with plans of correction relative to monitoring and may be subject to license sanctions for non-compliance. Post-payment audit will also result in recoupment of funds, which are the subject of audit findings. Any funds, which have been determined to be unsupported; to be overpayments; or otherwise, to be improperly held, shall be returned to the Division.

- 1. Grant funds shall be recovered as disbursement adjustments during the contract or pursuant to the Illinois Grant Funds Recovery Act and 89 Ill. Adm. Code 511 at the end of the grant period.
- 2. Grant Fixed Rate and Drunk and Drugged Driving Prevention Fund (DDDPF) funds shall be recovered pursuant to a notice of intent to recover unsubstantiated billings and a chance for written informal review.
- 3. Medicaid funds shall be recovered pursuant to 89 III. Adm. Code 140.15 and 89 III. Adm. Code 104.200 et. seq. regarding Medical Vendor Hearings.

## G. Fiscal Requirements for Grant Funded Only

Federal Award funds may not be used:

- 1. To provide inpatient hospital services, except as determined to be medically necessary in accordance with federal guidelines;
- 2. To make cash payments to intended recipients of health services except in the case of program outcome evaluations;
- 3. To purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility, or purchase major medical equipment;
- 4. To satisfy any requirement for the expenditure of non-federal funds as a condition for the receipt of federal funds without prior approval;
- 5. To provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse and the risk that the public will become infected with the etiologic agent for AIDS;
- 6. To provide financial assistance to any entity other than a public or nonprofit private entity;
- 7. To expend more than the amount prescribed by Section 1931 (a)(3) of the PHS Act for the provision of treatment services in penal or correction institutions of the state; and

8. The organization shall adhere to all applicable requirements cited in federal regulations 2 CFR200 as well as SABG requirements stated in federal regulations Title 45; Part 96; Subpart L; 96.135.

## H. Funding Policy

- 1. The organization shall establish systems regarding eligibility, billing, and collection to assure that persons entitled to third party payment benefits (other than state or federal funds) are reimbursed therefrom, and that all other provisions regarding patient eligibility and payment are implemented as specified in the Contractual Policy Manual.
- 2. Substance use disorder treatment services billed to this contract agreement shall be reimbursed at the rates set forth in current Contractual Policy Manual. Rates for existing programs will remain in place during the period of this agreement or until otherwise indicated in writing by the Division.
- 3. Funding is provided for services to all eligible individuals regardless of where they reside in Illinois unless otherwise specified by the Division.

## I. Global Funding

Global funding combines multiple services together into one funding amount that is used for disbursement. An earnings expectation is established as the global funding amount to provide service flexibility throughout all levels of care. However, dedicated funding may be established within global funding relative to expectations for a specific service or population.



# State of Illinois UNIFORM GRANT BUDGET TEMPLATE

Agreement Numbers. 43CDZ03636

State Agency Illinois Department of Human Services

**FY.** 2025

**Grantee** DUPAGE COUNTY DEPARTMENT OF

Notice of Funding Opportunity (NOFO) Number. 25-444-26-1565-01

**Data Universal Number System (DUNS) Number** 135836026

**FEIN** 366006551

Catalog of State Financial Assistance (CSFA) Number 444-26-1565

CSFA Short Description. TOBACCO ENFORCEMENT PROGRAM

Catalog of Federal Domestic Assistance (CFDA) Number N/A

**CFDA Short Description.** N/A

OBACCO ENFORCEMENT FROOKAM

#### **Section A: State of Illinois Funds**

REVENUES	Total
State of Illinois Requested:	\$7,172.00
<b>Budget Expenditure Categories</b>	
1. Personnel (200.430)	N/A
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)	\$7,172.00
16. Total Direct Costs (add lines 1-15) (200.413)	\$7,172.00
17. Indirect Cost (200.414)	N/A
Rate %: N/A	
Base: N/A	
18. Total Costs State Grant Funds	\$7,172.00
Lines 16 and 17 MUST EQUAL REVENUE TOTALS ABOVE	
MUSI EQUAL REVENUE IUIALS ADUVE	

Contract Published Date Time: 2024.06.19.08.19.51 1



# State of Illinois UNIFORM GRANT BUDGET TEMPLATE

Agreement Numbers. 43CDZ03636

State Agency Illinois Department of Human Services

**FY.** 2025

Grantee DUPAGE CO

DUPAGE COUNTY DEPARTMENT OF

Notice of Funding Opportunity (NOFO) Number.

25-444-26-1565-01

Data Universal Number System (DUNS) Number 135836026

**FEIN** 366006551

Catalog of State Financial Assistance (CSFA) Number 444-26-1565

**CSFA Short Description.** 

TOBACCO ENFORCEMENT PROGRAM

Catalog of Federal Domestic Assistance (CFDA) Number  $\,$  N/A  $\,$ 

**CFDA Short Description.** 

N/A

Section B: Non-State of Illinois Funds

REVENUES	Total
Grantee Match Requirement %: N/A	
b) Cash	N/A
c) Non-Cash	N/A
d) other Funding and Contributions	N/A
Total Non-State Funds (lined b through d)	N/A
Budget Expenditure Categories	
1. Personnel (200.430)	N/A
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)	N/A
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	N/A

Contract Published Date Time: 2024.06.19.08.19.51 1



# State of Illinois UNIFORM GRANT BUDGET TEMPLATE

Agreement Numbers. 43CDZ03636

State Agency Illinois Department of Human Services

**FY.** 2025

**Grantee** DUPAGE COUNTY DEPARTMENT OF

Notice of Funding Opportunity (NOFO) Number. 25-444-26-1565-01

**Data Universal Number System (DUNS) Number** 135836026

**FEIN** 366006551

Catalog of State Financial Assistance (CSFA) Number 444-26-1565

**CSFA Short Description.** TOBACCO ENFORCEMENT PROGRAM

Catalog of Federal Domestic Assistance (CFDA) Number N/A

CFDA Short Description. N/A

OBACCO ENFORCEMENT FROGRAM

#### **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	N/A	N/A	N/A
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)	\$7,172.00	N/A	\$7,172.00
16. Total Direct Costs (add lines 1-15) (200.413)	\$7,172.00	N/A	\$7,172.00
17. Indirect Cost	N/A	N/A	N/A
State Request	\$7,172.00		
Non-State Amount		N/A	
TOTAL PROJECT COSTS		\$7,172.00	

Contract Published Date Time: 2024.06.19.08.19.51 1



File #: FI-R-0118-24 Agenda Date: 7/2/2024 Agenda #: 9.G.

#### ACCEPTANCE AND APPROPRIATION OF THE DONATED FUNDS INITIATIVE PROGRAM GRANT PY25 INTER-GOVERNMENTAL AGREEMENT NO. FCSDJ00210 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. FCSDJ00210 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 2024 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, 2024 through June 30, 2025; 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. FCSDJ00210 (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 PY25, Company 5000 - Accounting Unit 6560, for the period July 1, 2024 through June 30, 2025; and

File #: FI-R-0118-24	Agenda Date: 7/2/2024	Agenda #: 9.G.
	OLVED by the DuPage County Board that tauthorized to execute and sign Agreement N	
	DLVED that should state and/or federal fundall review the need for continuing the special	
	DLVED that should the Judicial and Public oriate, it may recommend action to the Cour	•
Enacted and app	roved this 9 <sup>th</sup> day of July, 2024 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 PY25 INTER-GOVERNMENTAL AGREEMENT NO. FCSDJ00210 COMPANY 5000 – ACCOUNTING UNIT 6560 \$103,119

### **REVENUE**

41000-0002 - Federal Operating Grant - HHS 46031-0000 - Matching Contributions	\$ 77,339 25,780	_	
TOTAL ANTICIPATED REVENUE		\$	103,119
EXPENDITURES			
PERSONNEL			
50000-0000 - Regular Salaries	\$ 103,119	_	
TOTAL PERSONNEL		\$	103,119
TOTAL ADDITIONAL APPROPRIATION		\$	103,119

### **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

**Exhibit F** 

**Payment** 

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

State of Illinois

DHS GRANT AGREEMENT FISCAL YEAR 2025/3.11.2024

Published Revision: 2024.06.25.07.12.32 935

### PART TWO - Grantor-Specific Terms

### <u>PART THREE</u> – Project-Specific Terms

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

DEPARTMENT OF HUMAN SERVICES	DUPAGE COUNTY DEPARTMENT OF				
Ву:	Ву:				
Signature of Dulce Quintero, Secretary	Signature of Authorized Representative				
Date:	Date:				
Designee Name:	Printed Name:				
Designee Title: Contract Obligations Analyst	Printed Title:				
Ву:	E-mail: mary.keating@dupageco.org				
Signature of Second Grantor Approver, if applicable Date:					
Printed Name:	FEIN: 366006551				
Printed Title:					
Second Grantor Approver					
Ву:	Ву:				
Signature of Third Grantor Approver, if applicable	Date:				
Date:	Printed Name:				
Printed Name:Printed Title:	Printed Title:				
Third Grantor Approver	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. <u>Definitions</u>. 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 III. Admin. Code 7000.30.

"Award" has the same meaning as in 44 III. Admin. Code 7000.30.

"Budget" has the same meaning as in 44 III. Admin. Code 7000.30.

"Catalog of State Financial Assistance" or "CSFA" has the same meaning as in 44 III. 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 III. 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 III. Admin. Code 7000.30.

"Financial Assistance" has the same meaning as in 44 III. Admin. Code 7000.30.

"GATU" has the same meaning as in 44 III. Admin. Code 7000.30.

"Grant Agreement" has the same meaning as in 44 III. Admin. Code 7000.30.

"Grantee Compliance Enforcement System" has the same meaning as in 44 III. 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 III. Admin. Code 7000.30.

"Indirect Costs" has the same meaning as in 44 III. 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 III. Admin. Code 7000.30.

"Obligations" has the same meaning as in 44 III. Admin. Code 7000.30.

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

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

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

### **ARTICLE II AWARD INFORMATION**

2.1 <u>Term</u> . This Agreement shall be effective unless terminated pursuant to this Agreement.	on <u>Jul 1, 2024</u> and expires on <u>Jun 30, 2025</u> (the TERM),
	eck one)  must not exceed or  are estimated to be are federal funds. Grantee accepts Grantor's payment as specified
additional payment provisions specific to this Awar	ws (see additional payment requirements in ARTICLE IV; rd may be included in <b>PART TWO</b> or <b>PART THREE</b> ):  your organization's payment terms for this award
See ExhibitA, the Federal awarding ageSee ExhibitA. If applicable, the Assistance LNumber is See ExhibitA. The Catalog of Stat	e Federal Award Identification Number (FAIN) is sency is See ExhibitA, and the Federal Award date is Listing Program Title is See ExhibitA and Assistance Listing te Financial Assistance (CSFA) Number is See ExhibitA and Identification Number (SAIN) is
GRANTEE CERTIFICA	ARTICLE III ATIONS AND REPRESENTATIONS
3.1. Registration Certification. Grantee certimore with the successfully completed the an Grantee Portal.	) it is in good standing with the Illinois Secretary of State, if applicable;
<del>-</del>	ons and requirements. If Grantee's status with regard to any of made in and information provided in the uniform grant in accordance with ARTICLE XV.
(a) that Grantee is not subject to backup withholdi (ii) Grantee has not been notified by the Internal R withholding as a result of a failure to report all inte	certifies that: 36-6006551 is Grantee's correct Social Security Number. Grantee further certifies, if applicable: ing because (i) Grantee is exempt from backup withholding, or Revenue Service (IRS) that Grantee is subject to backup erest or dividends, or (iii) the IRS has notified Grantee that g; and (b) Grantee is a U.S. citizen or other U.S. person.
<ul> <li>□ Individual</li> <li>□ Sole Proprietorship</li> <li>□ Partnership</li> <li>□ Corporation (includes Not For Profit)</li> <li>□ Medical Corporation</li> <li>⋈ Governmental Unit</li> <li>□ Estate or Trust</li> </ul>	Pharmacy-Non Corporate  Pharmacy/Funeral Home/Cemetery Corp.  Tax Exempt  Limited Liability Company (select applicable tax classification)  P = partnership  C = corporation

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

- 3.3. Compliance with Uniform Grant Rules. Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).
- 3.4. Representations and Use of Funds. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.
- 3.5. <u>Specific Certifications</u>. 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

State of Illinois

of

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.

- Motor Voter Law. Grantee certifies that it is in full compliance with the terms and (h) provisions of the National Voter Registration Act of 1993 (52 USC 20501 et seq.).
- 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.).
- **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)).
- 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.
- 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.
- Federal Funding Accountability and Transparency Act of 2006 (FFATA). Grantee (n) 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.
  - Illinois Works Review Panel. For Awards made for public works projects, as defined in (o)

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 III. 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. <u>Pre-Award Costs</u>. 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. <u>Cash Management Improvement Act of 1990</u>. Unless notified otherwise in <u>PART TWO</u> or <u>PART THREE</u>, 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. <u>Payments to Third Parties</u>. 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.

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

#### 4.7. Interest.

- (a) All interest earned on Grant Funds held by a Grantee will be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in PART TWO or PART THREE. Grantee must remit annually any amount due in accordance with 2 CFR 200.305(b)(9) or to Grantor, as applicable.
- (b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).
- 4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in ARTICLE II, PART TWO, or PART THREE. Failure to submit such payment request timely will render the amounts billed Unallowable Costs which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.
- 4.9. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

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

### **ARTICLE V**

#### SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

- 5.1. Scope of Award Activities/Purpose of Award. Grantee must perform as described in this Agreement, including as described in Exhibit A (Project Description), Exhibit B (Deliverables or Milestones), and Exhibit D (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 III. 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. <u>Scope Revisions</u>. Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 III. 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. <u>Specific Conditions</u>. If applicable, specific conditions required after a risk assessment are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 III. Admin. Code 7000.340(e).

### ARTICLE VI BUDGET

- 6.1. <u>Budget</u>. 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. <u>Budget Revisions</u>. 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 III. 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. <u>Notification</u>. 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 III. Admin. Code 7000.420(e).

- (i) Waived and de minimis Indirect Cost Rate elections will remain in effect until Grantee elects a different option.
- (b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:
  - (i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,
  - (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,
  - (iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
  - (iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.
- (c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.
- (d) A grantee who does not have a current negotiated rate, may elect to charge the *de minimis* rate as set forth in 2 CFR 200.414(f), which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).
- 7.3. <u>Transfer of Costs</u>. 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. <u>Commercial Organization Cost Principles</u>. 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. <u>Financial Management Standards</u>. The financial management systems of Grantee must meet the following standards:
  - (a) Accounting System. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

- (b) **Source Documentation**. Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.
  - (i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.
  - (ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in PART TWO, PART THREE or Exhibit E of the requirement to submit personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.
  - (iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.
  - (iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.
- (c) Internal Control. Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.
- (d) **Budget Control**. Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.
- (e) **Cash Management**. Requests for advance payment must be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.
- 7.6. Profits. It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).
- 7.7. <u>Management of Program Income</u>. Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

### ARTICLE VIII LOBBYING

8.1. <u>Improper Influence</u>. 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. <u>Federal Form LLL</u>. 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. <u>Lobbying Costs.</u> 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. <u>Subawards</u>. 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. <u>Certification</u>. 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 III. 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. <u>Failure to Maintain Books and Records</u>. 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 appropriate 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 quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee due to the funding source or pursuant to specific award conditions. 2 CFR 200.208. Any report required by 30 ILCS 708/125 may be detailed in PART TWO or PART THREE.

### 10.2. Financial Close-out Report.

- (a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in <u>PART TWO</u> or <u>PART THREE</u>, 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 III. 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 III. Admin. Code 7000.80.

### ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

- and in the format required by Grantor no later than the due date(s) specified in <u>PART TWO</u> or <u>PART THREE</u>. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in <u>Exhibit D</u>, <u>PART TWO</u> or <u>PART THREE</u> at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in <u>PART TWO</u>, <u>PART THREE</u>, or <u>Exhibit E</u> pursuant to specific award conditions. For certain construction-related Awards, such reports may be exempted as identified in <u>PART TWO</u> or <u>PART THREE</u>. 2 CFR 200.329.
- 11.2. <u>Performance Close-out Report</u>. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in <u>PART TWO</u> or <u>PART THREE</u>, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).
- 11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

### ARTICLE XII AUDIT REQUIREMENTS

- 12.1. <u>Audits.</u> 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 III. 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 the threshold amount as set out in 2 CFR 200.501(a) 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) <u>Financial Statement Audit</u>. If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal Awards, Grantee is subject to the following audit requirements:
  - (i) If, during its fiscal year, Grantee expends at least the threshold amount as set out in 44 III. Admin. Code 7000.90(c)(1) 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 <a href="PART TWO">PART THREE</a> or <a href="Exhibit E">Exhibit E</a> based on Grantee's risk profile.
  - (ii) If, during its fiscal year, Grantee expends less than the threshold amount as set out in 44 III. Admin. Code 7000.90(c)(1) in State-issued Awards, but expends at least the threshold amount as set out in 44 III. Admin Code 7000.90(c)(2)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 III. 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 III. 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) <u>Program-Specific Audit</u>. If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) 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 III. 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) <u>Financial Statement Audit</u>. If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) 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) <u>Publicly-Traded Entities</u>. 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. <u>Delinquent Reports</u>. When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

### ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

### 13.1. Termination.

- (a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.
- (b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).
  - (c) This Agreement may be terminated, in whole or in part, by Grantor:
    - (i) Pursuant to a funding failure under Paragraph 4.1;
  - (ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or
  - (iii) If the Award no longer effectuates the Program goals or agency priorities as set forth in **Exhibit A**, **PART TWO** or **PART THREE**.

- 13.2. <u>Suspension</u>. 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 III. Admin. Code 7000.80 and 7000.260.
- 13.4. <u>Objection</u>. 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. <u>Close-out of Terminated Agreements.</u> 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. <u>Subcontracting/Subrecipients/Delegation</u>. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The

requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

- 14.2. <u>Application of Terms</u>. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b)(2).
- 14.3. <u>Liability as Guaranty</u>. 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. <u>Notice of Change</u>. 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. <u>Failure to Provide Notification</u>. 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. <u>Notice of Impact</u>. 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. <u>Effect of Failure to Provide Notice</u>. 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, <u>PART TWO</u> or <u>PART THREE</u> may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

### ARTICLE XVII CONFLICT OF INTEREST

- 17.1. <u>Required Disclosures</u>. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.113; 30 ILCS 708/35.
- 17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is <u>not</u> 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. <u>Purchase of Equipment</u>. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.
- 18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in PART TWO or PART THREE and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.
- 18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

- 18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.
- 18.5. <u>Domestic Preferences for Procurements</u>. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Grantee must, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

### ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

- 19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee must obtain Prior Approval for the use of those funds (2 CFR 200.467) and must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.
- 19.2. <u>Prior Notification/Release of Information</u>. 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. <u>Maintenance of Insurance</u>. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.
- 20.2. <u>Claims</u>. 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**

State of Illinois

DHS GRANT AGREEMENT FISCAL YEAR 2025/3.11.2024

Published Revision: 2024.06.25.07.12.32 935

#### LAWSUITS AND INDEMNIFICATION

21.1. <u>Independent Contractor</u>. 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. <u>Gift Ban</u>. 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. <u>Assignment Prohibited</u>. 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. <u>Copies of Agreements upon Request</u>. 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. <u>Amendments</u>. 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. <u>Severability</u>. 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. <u>Applicable Law; Claims</u>. 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. <u>Compliance with Law.</u> 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 III. 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. <u>Compliance with Freedom of Information Act</u>. Upon request, Grantee must make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).

### 22.10. Precedence.

- (a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between <a href="PART">PART TWO</a> or <a href="PART TWO">PART THREE</a> of this Agreement, <a href="PART TWO">PART TWO</a> on the event there is a conflict between <a href="PART TWO">PART THREE</a> of this Agreement, <a href="PART TWO">PART TWO</a> 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 <a href="PART TWO">PART THREE</a>, and in such cases, those requirements control.
- 22.11. <u>Illinois Grant Funds Recovery Act</u>. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.
- 22.12. <u>Headings</u>. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.
- 22.13. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.
- 22.14. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

22.15. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 III. 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 III. Admin. Code 7000.440.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

#### **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: 2025

Appropriation Code: 0762.44480.4900.00000NE WBS Element: 444SSBG024-DFCFD120-HC93

Sponed. Prog: DFCF

Appropriation Amount: \$52,591.00

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: Social Service Block Grant FAIN Number: 2402ILSOSR - FAIN Award Agency: DHHS

FAIN Award Date: Oct 1, 2023

Acct.Line#: 2

CSFA Number: 444-80-1213 Appropriation FY: 2025

Appropriation Code: 0762.44480.4900.00000NE WBS Element: 444SSBG024-DFCFD120-HC93

Sponed. Prog: DFCF

Appropriation Amount: \$24,748.00

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: Social Service Block Grant FAIN Number: 2502ILSOSR - FAIN Award Agency: DHHS

FAIN Award Date: Oct 1, 2024

### Targeted area is statewide

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

State Of Illinois.

DHS GRANT AGREEMENT FISCAL YEAR 2025/3.11.2024 Published Revision:

2024.06.25.07.12.32 935

#### **EXHIBIT A**

#### PROJECT DESCRIPTION

protect their own interests or preserving, rehabilitating or reuniting families;

- Preventing or reducing inappropriate institutional care by providing for community based 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 ------

State of Illinois

DHS GRANT AGREEMENT FISCAL YEAR 2025/3.11.2024
Published Revision: 2024.06.25.07.12.32 935

Page: 26 of 41

# 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.
- 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.

 FND	ΩF	PRO	GRA	M٠	SO	ΠΔΙ	ΔDI	ጼ፣	RFH	ΔΒΙ	LIT	ΔΤ	ION	J/P	1/0	)PS	

#### **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	GRANTE	E CONTACT			
Name:	LATICIA WHEATLEY	Name:	Mary A. Keating			
Title:	Social Service Program Planner	Title:	Director of Community Services			
Address:	823 E Monroe St Springfield, IL 62701-1915	Address:	421 N County Farm Rd Wheaton, IL 60187-3978			
			PAYMENT ADDRESS at than the address above)			
FOR GRAN	T ADMINISTRATION CONTACT	<u>GRANTEE</u>	CONTACT			
Name:	LATICIA WHEATLEY	Name:	Catherine Hundley			
Title:	Social Service Program Planner	Title:	Director, Childrens Center			
Address:	823 E Monroe St Springfield, IL 62701-1915	Address:	421 N County Farm Rd Wheaton, IL 60187-3978			
Phone:	217-557-2948	 Phone:	630-407-2725			
TTY #:		TTY #:				
E-mail Ad	dress: laticia.wheatley@illinois.gov	E-mail Ac	Idress: catherine.hundley@dupagecounty.go			

#### **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 ------

State Of Illinois.

DHS GRANT AGREEMENT FISCAL YEAR 2025/3.11.2024
Published Revision: 2024.06.25.07.12.32 935

2024.06.25.07.12.32 935 Page: 29 of 41

#### **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 ------

State Of Illinois.

DHS GRANT AGREEMENT FISCAL YEAR 2025/3.11.2024
Published Revision: 2024.06.25.07.12.32 935

Page: 30 of 4

# EXHIBIT E SPECIFIC CONDITIONS

N/A

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

State Of Illinois.

DHS GRANT AGREEMENT FISCAL YEAR 2025/3.11.2024

Published Revision: 2024.06.25.07.12.32 935

Page: 31 of 41

## 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 thirty 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, 2024 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 \_30th\_\_\_ 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.

State Of Illinois.

DHS GRANT AGREEMENT FISCAL YEAR 2025/3.11.2024

Published Revision :

2024.06.25.07.12.32 935 Page: 32 of 41

### 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 \_\_30th\_\_ day following the end of any respective monthly invoice period. As practicable, Grantor shall process payment within 30 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 \_30th\_\_\_ 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	PROGRA	.M: SOCIA	l adj & re	HABILITATION	N/PI/OPS
--	-----	----	--------	-----------	------------	--------------	----------

#### PART TWO -GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in <u>PART ONE</u>, Grantor has the following additional requirements for its Grantee:

### ARTICLE XXIII ADDITIONAL CERTIFICATIONS

- 23.1 <u>Certifications</u>. 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 <u>Renewal</u>. 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 <u>Multiple Locations</u>. 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 <u>Changes in Key Grant Personnel</u>. 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

State of Illinois

DHS GRANT AGREEMENT FISCAL YEAR 2025/3.11.2024

Published Revision: 2024.06.25.07.12.32 935

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 <u>Grant Funds Recovery</u>. The provisions of 89 III. 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 <u>Gifts</u>. 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 <u>Current Contact Information and Notices</u>. 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 <u>Supplies Disposition</u>. 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 <u>Reporting Requirements.</u> The reporting timeframes described in Paragraphs 10.1, 10.2, 11.1 and 11.2 are specified in **EXHIBIT B**.

# ARTICLE XXV MONITORING AND INFORMATION

25.1 <u>Monitoring of Conduct</u>. In addition to ARTICLE IX of <u>PART ONE</u>, 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

State of Illinois

DHS GRANT AGREEMENT FISCAL YEAR 2025/3.11.2024

Published Revision: 2024.06.25.07.12.32 935

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 <u>Rights of Review</u>. This ARTICLE XXV 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

- 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 <u>License to Grantor</u>. 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.
- 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 Grantee 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 <u>Unresolved Objections; Disclaimer</u>. 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

State of Illinois

DHS GRANT AGREEMENT FISCAL YEAR 2025/3.11.2024

Published Revision: 2024.06.25.07.12.32 935

#### POST-TERMINATION/NON-RENEWAL

- 27.1 <u>Duties</u>. 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 <u>Survival</u>. 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 <u>Applicability</u>. This Article does not apply to governmental bodies or institutions of higher education.
- 28.2 <u>Plan Creation</u>. 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 <a href="http://www.dhs.state.il.us/page.aspx?item=66602">http://www.dhs.state.il.us/page.aspx?item=66602</a>.
- 28.3 <u>Plan Implementation</u>. 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 <u>Plan Submission</u>. Upon request, Grantee shall submit to the Grantor its LCC Plan, including any updates.

#### PART THREE -PROJECT-SPECIFIC TERMS

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

# ARTICLE XXIX ADDITIONAL REQUIREMENTS

- 29.1 <u>Program Manual</u>. 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 <u>Program Attachment</u>. The related Program Attachment, if applicable, is  $\underline{J}$ . It can be found via the following DHS website: <a href="http://www.dhs.state.il.us/page.aspx?item=29741">http://www.dhs.state.il.us/page.aspx?item=29741</a> and is hereby incorporated into this Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

State of Illinois



# State of Illinois UNIFORM GRANT BUDGET TEMPLATE

**FY.** 2025

Agreement Numbers. FCSDJ00210

State Agency Illinois Department of Human Services

Grantee DUPAGE COUNTY DEPARTMENT OF Notice of Funding Opportunity (NOFO) Number. 25-444-80-1213-01

Data Universal Number System (DUNS) Number 135836026 FEIN 366006551

Catalog of State Financial Assistance (CSFA) Number 444-80-1213 CSFA Short Description. SOCIAL ADJ & REHABILITATION/P

Catalog of Federal Domestic Assistance (CFDA) Number 93.667 CFDA Short Description. 93.667

#### **Section A: State of Illinois Funds**

REVENUES	Total
State of Illinois Requested:	\$77,339.00
Budget Expenditure Categories	
1. Personnel (200.430)	\$77,339.26
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)	\$77,339.26
17. Indirect Cost (200.414)	N/A
Rate %: N/A	
Base: N/A	
18. Total Costs State Grant Funds	\$77,339.00
Lines 16 and 17 MUST EQUAL REVENUE TOTALS ABOVE	
Note: Total may be adjusted for roundi	ng.

Contract Published Date Time: 2024.06.25.07.12.32 935



# State of Illinois UNIFORM GRANT BUDGET TEMPLATE

Agreement Numbers. FCSDJ00210

State Agency Illinois Department of Human Services

**FY.** 2025

**Grantee** DUPAGE COUNTY DEPARTMENT OF

Notice of Funding Opportunity (NOFO) Number. 25-444-80-1213-01

Data Universal Number System (DUNS) Number 135836026

**FEIN** 366006551

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

**CSFA Short Description.** SOCIAL A

Catalog of Federal Domestic Assistance (CFDA) Number 93.667

**CFDA Short Description.** 93.667

SOCIAL ADJ & REHABILITATION/P

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)	\$25,780.37
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)	\$25,780.37
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 ro	ounding.

Contract Published Date Time: 2024.06.25.07.12.32 935



# State of Illinois UNIFORM GRANT BUDGET TEMPLATE

Agreement Numbers. FCSDJ00210

State Agency Illinois Department of Human Services

**FY.** 2025

**Grantee** DUPAGE COUNTY DEPARTMENT OF

Notice of Funding Opportunity (NOFO) Number. 25-444-80-1213-01

**Data Universal Number System (DUNS) Number** 135836026

**FEIN** 366006551

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

**CSFA Short Description.** SOCIAL ADJ & REHABILITATION/P

Catalog of Federal Domestic Assistance (CFDA) Number 93.667

**CFDA Short Description.** 93.667

93 667

#### **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	\$77,339.26	\$25,780.37	\$103,119.63
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)	\$77,339.26	\$25,780.37	\$103,119.63
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: 2024.06.25.07.12.32 935

Page 41 of 41

Major/Minor Version: 1.0.3

Published Revision: 06/07/2024 08:51:18 AM



File #: FI-R-0119-24 Agenda Date: 7/2/2024 Agenda #: 9.H.

# ADDITIONAL APPROPRIATION FOR THE ILLINOIS HOME WEATHERIZATION ASSISTANCE PROGRAM DOE-BIL GRANT FY23 INTER-GOVERNMENTAL AGREEMENT NO. 23-461028 COMPANY 5000 - ACCOUNTING UNIT 1400 FROM \$1,074,096 TO \$1,982,773.00 (AN INCREASE OF \$908,677)

(Under the administrative direction of the Community Services Department)

WHEREAS, the County of DuPage heretofore accepted and appropriated the Illinois Home Weatherization Assistance Program DOE-BIL Grant FY23, Company 5000 - Accounting Unit 1400, pursuant to Resolution FI-R-0122-23 for the period March 1, 2023, through February 28, 2025; and

WHEREAS, the County of DuPage has been notified by the Illinois Department of Commerce and Economic Opportunity with modification #001 to Inter-Governmental Agreement No. 23-461028 that additional grant funds in the amount of \$908,677 (NINE HUNDRED EIGHT THOUSAND, SIX HUNDRED SEVENTY-SEVEN AND NO/100 DOLLARS) are available to be used to assist in the weatherization of homes of low-income DuPage County residents; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Inter-Governmental Agreement No. 23-461028 modification #001 with the Illinois Department of Commerce and Economic Opportunity, a copy of which is attached to and incorporated as a part of this resolution by reference (ATTACHMENT II); and

WHEREAS, no additional County funds are required to revise this budget by modifying the line items; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the modification #001 to Inter-Governmental Agreement No. 23-461028 (ATTACHMENT II) between DuPage County and Illinois Department of Commerce and Economic Opportunity is hereby accepted; and

File #: F1-R-0119-24	<b>Agenda Date:</b> 7/2/2024	Agenda #: 9.H.
Illinois Home Weatherizatio 1400, be increased by \$908,0 SEVEN AND NO/100 DOL	ESOLVED by the DuPage County Board that the Assistance Program DOE-BIL Grant FY23, C677 (NINE HUNDRED EIGHT THOUSAND, LARS) as reflected on the attached budget sheely approved in all other respects.	Company 5000 - Accounting Unit SIX HUNDRED SEVENTY-
Enacted and a	approved this 9 <sup>th</sup> day of July, 2024 at Wheaton,	Illinois.
		DEBORAH A. CONROY, CHAIR DU PAGE COUNTY BOARD
	Attest:	
	JEAN	KACZMAREK, COUNTY CLERK

#### ATTACHMENT I

# ADDITIONAL APPROPRIATION FOR THE ILLINOIS HOME WEATHERIZATION ASSISTANCE PROGRAM DOE-BIL GRANT FY23 INTER-GOVERNMENTAL AGREEMENT NO. 23-461028 COMPANY 5000 – ACCOUNTING UNIT 1400 \$908,677

REVENUE
---------

41000-0009 - Federal Operating Grant - DOE	\$ 908,677	_	
TOTAL ANTICIPATED REVENUE		\$	908,677
EXPENDITURES			
PERSONNEL			
50000-0000 - Regular Salaries 51010-0000 - Employer Share I.M.R.F. 51030-0000 - Employer Share Social Security 51040-0000 - Employee Med & Hosp Insurance	\$ 149,744 12,309 11,455 32,923	_	
TOTAL PERSONNEL		\$	206,431
COMMODITIES			
52000-0000 - Furn/Mach/Equip Small Value 52100-0000 - I.T. Equipment-Small Value 52200-0000 - Operating Supplies & Materials 52210-0000 - Food & Beverages 52220-0000 - Wearing Apparel 52260-0000 - Fuel & Lubricants	\$ 24,245 800 5,705 800 1,800 3,600	-	
TOTAL COMMODITIES		\$	36,950
CONTRACTUAL			
53010-0000 - Engineering/Architectural Svc 53090-0000 - Other Professional Services 53370-0000 - Repair & Mtce Other Equipment 53500-0000 - Mileage Expense 53510-0000 - Travel Expense 53600-0000 - Dues & Memberships 53800-0000 - Printing 53804-0000 - Postage & Postal Charges 53807-0000 - Software Maint Agreements 53830-0000 - Other Contractual Expenses	\$ 30,000 624,862 2,270 500 1,439 2,725 1,200 1,000 800 500	-	
TOTAL CONTRACTUAL		\$	665,296
TOTAL ADDITIONAL APPROPRIATION		\$	908,677

Amendment No. 001 Agreement No. 23-461028

#### AMENDMENT TO THE GRANT AGREEMENT



# THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY AND

**DuPage County** 

The State of Illinois (State), acting through the undersigned agency (Grantor) and **DuPage County** (Grantee) (collectively, the "Parties" and individually, a "Party") agree that this Amendment (Amendment) will amend the Grant Agreement (Agreement) referenced herein. All terms and conditions set forth in the original Agreement and any subsequent amendment, but not amended herein, shall remain in full force and effect as written. In the event of conflict, the terms of this Amendment shall prevail.

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

ILLINOIS DEPARTMENT OF COMMERCE AND	DuPage County
ECONOMIC OPPORTUNITY Signature on File	
Signature on File	
Kenneth D. Allen	
/ By: Accounting Program Manager	Bollotte of American No Commence Described
/ By:	By: Unliateral Amendment – No Signature Required
Signature of Kristin A. Richards, Director	Signature of Authorized Representative
6/14/2029	B. 4
Date: 0/11/2001	Date:
•	Printed Name:
Ву:	Printed Name:
Signature of Designee	Printed Title:
Date:	Email:
Printed Name:	
Printed Title:	
Designee	
Ву:	Ву:
Signature of Second Grantor Approver, if applicable	Signature of Second Grantee Approver, if applicable
Date:	Date:
Printed Name:	Printed Name:
Printed Title:	Printed Title:
Second Grantor Approver	Second Grantee Approver
	(antional at Grantag's discretion)

State of Illinois AMENDMENT TO THE GRANT AGREEMENT FISCAL YEAR 2024 Page 1 of 4

Signature of Third Gra	ntor Approver, if applicable
Date:	
Printed Name:	
Printed Title:	
	Third Grantor Approver

### ARTICLE I AWARD AND AMENDMENT INFORMATION AND CERTIFICATION

- 1.1. Original Agreement. The Agreement, numbered 23-461028, has an original term from 03/01/2023 to 02/28/2025.
- 1.2. Prior Amendments. Below is the list of all prior amendments to the Agreement (mark N/A if none):

A	mendment Number	Effective Date (MM/DD/YYYY)
N/A		
3. <u>Current Agreeme</u> Agreement.	ent Term. The Agreement expire	s on 02/28/2025, unless terminated pursuant to the
<ol> <li>item(s) Altered. I apply):</li> </ol>	dentify which of the following A	greement elements are amended herein (check all that
☐ Exhibit A (Pro	oject Description)	☐ Award Term
☐ Exhibit B (De	liverables/Milestones)	
□ Exhibit C (Co	ntact Information)	□ PART TWO (Grantor-Specific Terms)
☐ Exhibit D (Pe	rformance Measures/Stds.)	☐ PART THREE (Project-Specific Terms)
☐ Exhibit E (Spe	ecific Conditions)	☐ Budget
		☑ Budget (Unilateral)
		☐ Funding Source
		<ul> <li>☐ Funding Source</li> <li>☑ Other (specify): Exhibit C (Payment) for</li> </ul>

- 1.5. <u>Effective Date</u>. This Amendment shall be effective on \_\_\_\_N/A\_\_\_\_\_. If an effective date is not identified in this Paragraph, the Amendment shall be effective upon the last dated signature of the Parties.
- 1.6. <u>Certification</u>. Grantee certifies under oath that (1) all representations made in this Amendment are true and correct and (2) all Grant Funds awarded pursuant to the Agreement shall be used only for the purpose(s) described therein, including all subsequent amendments. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of the Agreement and repayment of all Grant Funds.

# ARTICLE II AMENDMENTS

- 2.1. The first line of exhibit C is amended as follows: Grantee shall receive \$1,982,773.00 under this Agreement.
- 2.2. The first sentence of Paragraph 1.2 of the Agreement is amended as follows: Grant Funds shall not exceed \$1,982,773.00, of which \$1,982,773.00 are federal funds.
- 2.3. The Budget is amended by increasing Grant Funds as detailed in the attached revised Budget. This unilateral amendment is in accordance with Article XLI or paragraph 34.3 of the Agreement.

STATE OF ILLINOIS	UNIFORM GRANT MODII	ICATION BUDG	ET TEMPLATE	Commerce & Ecor	omic Opportunity
Organization Name:	DuPage County	UEI #	W7KRN7E54898	NOFO #	N/A
CSFA Number:	420-70-0087	CSFA Description:	Weatherization Assistance for Low Income Persons DOE-BIL	Fiscal Year:	2024
	SECTION A -STATE OF IL	LINOIS FUNDS		Grant #	23-461028
	Revenues			TOTAL R	EVENUE
(a). State of	Illinois Modification Amount Requested	(Total Modification	Allocation)	S	908,677.00
	BUDGET SI	JMMARY STATE	OF ILLINOIS FUNDS		
Budget Expenditure Catego	pries	OMB Uniform Guidance Federal Awards Reference 2 CFR 200	Current Approved Budget	Modification Amount	New Modified Budget
PROC	GRAM SUPPORT				
101 Personnel (Salaries & Wa	ages)	200.430	\$ 69,727.00	\$ 105,905.00	\$ 175,632.00
102 Fringe Benefits	- 1	200.431	\$ 21,497.00	\$ 42,489.00	\$ 63,986.00
103 Travel		200.474	\$ 942.00	\$ 3,600.00	\$ 4,542.00
104 Equipment (Not PCs and	Laptops)	200.439		\$ -	\$ -
105 Supplies		200.94	\$ 58,078.00	\$ 31,400.00	\$ 89,478.00
106 Contractual Services & S	Subawards	200.318 & 200.92	\$ 7,250.00	\$ 32,250.00	\$ 39,500.00
107 Consultant (Professional	Services)	200.459	\$ -	\$ -	\$ -
109 A Occupancy (Rent)	, 4	200.465	\$ -	\$ -	\$ -
109 B Occupancy (Utilities)		200.452	\$ -	\$ -	5 -
S	ubtotal 109 (Occupancy Rent & Utilities)		\$ -	\$ -	5 -
111 Telecommunications		2 18:1	\$ 1,980.00	\$ -	\$ 1,980.00
112 Training & Education		200.472	\$ -	\$ -	\$ -
114 Miscellaneous Costs		3-11-12	\$ 10,000.00	\$ 2,270.00	\$ 12,270.00
	SUBTOTAL 100s (	Program Support)	\$ 169,474.00	\$ 217,914.00	\$ 387,388.00
					Total Land
	M/L&H/S				
201 Materials & Labor			\$ 411,579.00	\$ 529,220.00	\$ 940,799.0
202 Health & Safety			\$ 72,631.00	\$ 93,392.00	\$ 166,023.0
	SUBTOTAL	200s (M/L & H/S)	\$ 484,210.00	\$ 622,612.00	\$ 1,106,822.00
ADI	MINISTRATION	200.413			
301 Direct AdminPersonne	(Salaries & Wages)	200.413 (c) & 200.430	\$ 52,932.00	\$ 43,839.00	\$ 96,771.0
302 Direct AdminFringe Be	nefits	200.431	\$ 13,598.00	\$ 14,198.00	\$ 27,796.0
303 Direct Admin-Travel		200.474	\$ 1,009.00	\$ 1,939.00	\$ 2,948.0
304 Direct AdminEquipmen	nt (Not PCs and Laptops)	200.439	s -	\$ -	5 -
305 Direct Admin-Supplies		200.94	\$ 2,818.00	\$ 2,150.00	\$ 4,968.0
306 Direct Admin-Contractu	ual Services & Subawards	200.318 & 200.92	5 .	\$ 500.00	\$ 500.0
307 Direct AdminConsultar	nt (Professional Services)	200.459	5 -	\$ -	5 -
309 A Direct Admin-Occupa		200.465		\$	\$ -
			5		
	ncy (Utilities)	- 1470 V V V V	\$ .	\$	
309 B Direct AdminOccupa		200.452	\$	\$ -	s .
s	iubtotal 309 (Occupancy Rent & Utilities)	- 1470 V V V V	ş -	\$ -	\$ - \$ -
311 Direct AdminTelecom	iubtotal 309 (Occuponcy Rent & Utilities) nunications	200.452	\$ - \$ - \$ -	\$ -	\$ - \$ -
311 Direct AdminTelecomr 312 Direct AdminTraining &	iubtotal 309 (Occuponcy Rent & Utilities) munications & Education	- 1470 V V V V	\$ - \$ - \$ -	\$ - \$ - \$ -	\$ . \$ . \$ .
311 Direct AdminTelecom	iubtotal 309 (Occuponcy Rent & Utilities) munications & Education	200.452	\$ - \$ - \$ -	\$ - \$ - \$ 5,525.00	\$ - \$ - \$ - \$ 5 \$ - \$ 15,725.0
311 Direct AdminTelecomr 312 Direct AdminTraining &	nunications  Education  Education  Education  Education  Education  Total Direct Admin Costs	200.452	\$ - \$ - \$ - \$ 10,200.00	\$ - \$ - \$ 5,525.00	\$ - \$ - \$ - \$ 5 \$ - \$ 15,725.0
5311 Direct AdminTelecomr 312 Direct AdminTraining & 314 Direct AdminMiscellan	nunications  Education  Education  Ecous Costs  Total Direct Admin Costs  Own	200.452	\$ - \$ - \$ - \$ 10,200.00 \$ 80,557.00	\$ - \$ - \$ 5,525.00 \$ 68,151.00	\$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$
311 Direct AdminTelecomr 312 Direct AdminTraining & 314 Direct AdminMiscellan 317 Indirect Costs* (see bel	nunications  Education  Education  Education  Education  Fotal Direct Admin Costs  Owl	200.452	\$ - \$ - \$ - \$ 10,200.00 \$ 80,557.00	\$ - \$ - \$ 5,525.00 \$ 68,151.00	\$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$
311 Direct AdminTelecomr 312 Direct AdminTraining & 314 Direct AdminMiscellan 317 Indirect Costs* (see bel Rate %:	nunications  Education  Education  Education  Education  Total Direct Admin Costs  Owl	200.452	\$ - \$ - \$ - \$ 10,200.00 \$ 80,557.00	\$ - \$ - \$ 5,525.00 \$ 68,151.00	\$
311 Direct AdminTelecomr 312 Direct AdminTraining & 314 Direct AdminMiscellan 317 Indirect Costs* (see bel Rate %:	nunications  Education  Education  Education  Education  Total Direct Admin Costs  Owl	200.452	\$ - \$ - \$ 5 5 5 10,200.00 \$ 80,557.00 \$ 5	\$ - \$ - \$ 5,525.00 \$ 68,151.00	\$
311 Direct AdminTelecomm 312 Direct AdminTraining & 314 Direct AdminMiscellan 317 Indirect Costs* (see bel Rate %:	nunications  Education  Education  Education  Education  Total Direct Admin Costs  Owl	200.452	\$ - \$ - \$ 5 5 5 10,200.00 \$ 80,557.00 \$ 5	\$ - \$ - \$ 5,525.00 \$ 68,151.00	\$
311 Direct AdminTelecomm 312 Direct AdminTraining & 314 Direct AdminMiscellan 317 Indirect Costs* (see bel Rate %:	munications & Education leous Costs  Total Direct Admin Costs ow)  SUBTOTAL 300	200.452	\$ - \$ - \$ 5 5 5 10,200.00 \$ 80,557.00 \$ 5	\$ - \$ - \$ 5,525.00 \$ 68,151.00	\$
311 Direct AdminTelecomr 312 Direct AdminTraining & 314 Direct AdminMiscellan 317 Indirect Costs* (see bel Rate %: Base Calculation Method:	subtotal 309 (Occupancy Rent & Utilities) munications & Education neous Costs  Total Direct Admin Costs ow)  SUBTOTAL 300	200.452	\$ - \$ - \$ - \$ - \$ \$ - \$ \$ - \$ \$ - \$ \$ \$ - \$ \$ \$ - \$ \$ \$ \$ - \$ \$ \$ \$ 10,200.00 \$ \$ 80,557.00 \$ \$ \$ 80,557.00	\$ 5,525.00 \$ 5,525.00 \$ 68,151.00 \$ 5	\$
311 Direct AdminTelecomr 312 Direct AdminTraining & 314 Direct AdminMiscellan 317 Indirect Costs* (see bel Rate %: Base Calculation Method:	subtotal 309 (Occupancy Rent & Utilities) munications & Education neous Costs  Total Direct Admin Costs ow)  SUBTOTAL 300	200.452	\$ - \$ - \$ - \$ - \$ \$ - \$ \$ - \$ \$ \$ - \$ \$ \$ \$ - \$ \$ \$ \$ 10,200.00 \$ \$ 80,557.00 \$ \$ \$ 80,557.00 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	\$ 5,525.00 \$ 5,525.00 \$ 68,151.00 \$ 5	\$
311 Direct AdminTelecomr 312 Direct AdminTraining & 314 Direct AdminMiscellan 317 Indirect Costs* (see bel Rate %: Base Calculation Method: 401 Financial Audit 402 Training & Technical Ass	subtotal 309 (Occupancy Rent & Utilities) munications & Education neous Costs  Total Direct Admin Costs ow)  SUBTOTAL 300  SPECIAL sistance (T/TA)	200.452	\$ - \$ - \$ 10,200.00 \$ 80,557.00 \$ \$ - \$ \$ 339,855.00 \$ \$ -	\$ 5,525.00 \$ 5,525.00 \$ 68,151.00 \$ - \$ - \$ - \$ - \$ -	\$
311 Direct AdminTelecomr 312 Direct AdminTraining & 314 Direct AdminMiscellan 317 Indirect Costs* (see bel Rate %: Base Calculation Method: 401 Financial Audit 402 Training & Technical Ass	subtotal 309 (Occupancy Rent & Utilities) munications & Education neous Costs  Total Direct Admin Costs ow)  SUBTOTAL 300  SPECIAL sistance (T/TA)	200.452 200.472 200.414 s (Administration)	\$ - \$ - \$ 10,200.00 \$ 80,557.00 \$ \$ - \$ \$ 339,855.00 \$ \$ -	\$ 5,525.00 \$ 5,525.00 \$ 68,151.00 \$ - \$ - \$ - \$ - \$ -	\$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$
311 Direct AdminTelecomr 312 Direct AdminTraining & 314 Direct AdminMiscellan 317 Indirect Costs* (see bel Rate %: Base Calculation Method: 401 Financial Audit 402 Training & Technical Ass	subtotal 309 (Occupancy Rent & Utilities) munications & Education leous Costs  Total Direct Admin Costs ow)  SUBTOTAL 300  SPECIAL  SUBTOTAL 400s (i	200.472 200.414 200.414 s (Administration)	\$ - \$ - \$ 10,200.00 \$ 80,557.00 \$ \$ 80,557.00 \$ \$ 339,855.00 \$ \$ 339,855.00	\$ - \$ 5,525.00 \$ 68,151.00 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$	\$\$ \$
311 Direct AdminTelecomr 312 Direct AdminTraining & 314 Direct AdminMiscellan 317 Indirect Costs* (see bel Rate %: Base Calculation Method: 401 Financial Audit 402 Training & Technical Ass	subtotal 309 (Occupancy Rent & Utilities) munications & Education leous Costs  Total Direct Admin Costs ow)  SUBTOTAL 300  SPECIAL  SUBTOTAL 400s (i	200.452 200.472 200.414 s (Administration)	\$	\$ - \$ 5,525.00 \$ 68,151.00 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$	\$\$ \$

1		1	1	9
	& Economic Opportunity	NA	2024	
	AGENCY: Commerce	NOFO #:	Fiscal Year(s):	
	STATE OF ILLINOIS UNIFORM GRANT MODIFICATION BUDGET AGENCY: Commerce & Economic Opportunity TEMPLATE	Weatherfanton Assistance for Low- Income Persons— DOE-81L	W7KRN7E54898	
The state of the s	UNIFORM G	CSFA Description:	DUNS #:	
	CERTIFICATION	County of DuPage	420-70-0087	23-461028
	GRANTEE CERT	Organizatica Name:	CSFA #:	Grant #:

# (2 CFR 200,415)

"By signing this report, Lecrify to the best of my knowledge and belief that the report is true, complete, and accurate and that may false. Delitious, or fraudulent information or the univariant of my grant award(s).

Signa re on File	Dulying County  e oo S  oo
Signifure	tur File
Jejf Marynowicz Name of Official	Marry Kenting Name of Official
Chief Financial Officer (or equivalent)  Chief Financial Officer (or equivalent)	Directory, Dairage Coussy Department of Community Servees  Fithe  Excentive Director (or equivalent)  4/5/34
Date of Execution	Date of Execution

Nate: The Sinte awarding agency may change required signers based on the grantes's organizational structure. The required signers must have the authority to enter into contractual agreements on behalf of the organization.

						024
pportunity				Date	Date	05-15-2024
Commerce & Economic Opportunity		2024		roval Signature	roval Signature	Signatur e on File
Соште				Fiscal & Administrative Approval Signature	Fiscal & Administrative Approval Signature	
AGENCY:		Fiscal Year:		Fiscal & Ad	Fiscal & Ad	
ET TEMPLATE	come Persons-DOE-E	898		Date	Date	05/02/2024
STATE OF ILLINOIS UNIFORM GRANT MODIFICATION BUDGET TEMPLATE	therization Assistance for Low Income Persons-DOE-E	W7KRN7E54898		Program Approval Signature	Program Approval Signature	Signa ture on File
UNIFOR	CSFA Description:	DUNS #:		<u>a</u> l	집	
DCEO Approval	DuPage County	420-70-0087	23-461028	Approved	paoo	
	Organization Name:	CSFA #:	Grant Number:	Original Budget Amount Approved \$1,074,096.00	Budget Revision Approved	\$1,982,773.00

\$200 308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.

#### Finance Resolution





File #: FI-R-0120-24 Agenda Date: 7/9/2024 Agenda #: 9.I.

#### AMENDMENT TO RESOLUTION FI-R-0028-24 FOR TRENCHLESS REHABILITATION AND MAINTENANCE OF PIPELINE INFRASTRUCTURE

WHEREAS, on February 13, 2024, the DuPage County Board adopted Resolution FI-R-0028-24 which authorized the County to work with OMNIA Partners, Public Sector, Inc. (OMNIA Partners) to secure multistate volume purchasing contracts; and

WHEREAS, an award was issued to Hoerr Construction, Inc., Insituform Technologies, LLC, and Insituform Technologies USA, LLC at solicited rates for procurements entered into during the period of February 13, 2024 through February 12, 2029; and

WHEREAS, per the Contract Amendment (Attachment I) Insituform Technologies, LLC, and Insituform Technologies USA, LLC seek to add certain specifications/scope(s) of work for: Epoxy Lining of Water Mains, Cement Lining of Water Mains, and Close Tolerance Pipe Slurrification, as set forth in Exhibits A, B, C, and D (Attachment II); and

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

NOW, THEREFORE, BE IT RESOLVED, that the DuPage County Board approves the amendment for trenchless rehabilitation and maintenance of pipeline infrastructure per the specifications/scope(s) of work stated in the Contract Amendment and Exhibits A, B, C, and D.

Enacted and approved this 9th of July, 2024 at Wheaton, Illinois.

	DEBORAH A. CONROY, CHAIR
	DU PAGE COUNTY BOARD
Attest:	AND A COMMENT CONTROL OF THE
JE	AN KACZMAREK, COUNTY CLERK



### FINANCE DEPARTMENT

630-407-6100

www.dupagecounty.gov/finance

INSTRUCTOR TECHNOLOGIES HEA

#### **CONTRACT AMENDMENT**

DuPage County - Procurement Services Division

Contract Number: 23-065-PW

Contract Amendment No. 1

Effective July 1, 2024

This Contract is Amended as Follows:

THE COUNTY OF DUDAGE ILLINOIS

Contract Number: 23-065-PW

Trenchless Rehabilitation and Maintenance of Pipeline Infrastructure

1) The addition of the following specifications/scope(s) of work by Insituform Technologies, USA LLC, and Insituform Technologies, LLC, for: Epoxy Lining of Water Mains, Cement Lining of Water Mains, and Close Tolerance Pipe Slurrification, as set forth in Exhibits A, B, C, and D (Pricing), attached hereto.

All other provisions of the contract not expressly changed herein shall remain the same in their entirety.

The parties represent and warrant to each other that each party has full power, authority and legal right to execute, deliver and perform this Amendment and the execution, delivery & performance hereof have been duly authorized by all necessary actions.

IN WITNESS, WHEREOF the undersigned duly authorized representative of the parties has executed this Amendment as of the date below written.

	THE COUNTY OF BUT AGE, IEEINGIG		LLC.
Ву:		Ву:	
	SIGNATURE		SIGNATURE
	Deborah A. Conroy		
	PRINTED NAME		PRINTED NAME
	DuPage County Chair		
	PRINTED TITLE		PRINTED TITLE
	DATE		DATE

#### PART 1 GENERAL

#### 1.01. DESCRIPTION

- A. Provide all labor, materials, equipment, and appliances required for the installation and testing of epoxy-based spray applied liner for the rehabilitation of water lines
- B. Achieve curing through controlled chemical reaction that results in a hard, water tight coating of specified thickness with a uniformly smooth interior
- C. Spray lining application method which uses centrifugal force to apply a plural component lining mixture to the interior of piping systems. The system shall be able to accommodate varying pipe diameters as well as be able to accommodate elbows and bends within the pipes, while applying an even, smooth lining throughout the entire length of pipe that is required within the specified scope of work.
- D. Work shall include surface preparation, liner application, inspection of coated surfaces and corrective action required, protection of adjacent surfaces, cleanup and appurtenant work required for the proper coating of all surfaces to be coated.
- E. Perform Work in strict accordance with manufacturer's published recommendations and instructions, unless the ENGINEER stipulates that deviations will be for the benefit of the project.

#### 1.02. REFERENCE STANDARDS

- A. American Water Works Association (AWWA) Manual of Water Supply Practices M28
- B. NSF/ANSI 61 Drinking Water System Components Health Effects

#### 1.03. QUALITY ASSURANCE

- A. Epoxy Lining
  - 1. Comply with latest editions of AWWA C620 "AWWA Standard for Spray-Applied In-Place Epoxy Lining of Water Pipelines, 3 In. (75 mm) and Larger"
  - 2. Epoxy Manufacturer: Minimum of 10 years documented experience in the design, development, and production of products specified in this section.
  - 3. Manufacturer shall have supplied the same specific epoxy product proposed for this project on other water main epoxy lining projects within the continental United States within the past two years, constituting a total of 20,000 linear feet of successfully applied epoxy liner, as supported by specific references (name, title, phone number) of water main OWNERs.
- B. Spray Lining Equipment: Certified by Manufacturer to provide the necessary and appropriate equipment and monitoring devices to apply the Manufacturer's spray liner to the interior of water main pipe in accordance with the Manufacturer's requirements, as well as all standards referenced in these specifications. CONTRACTOR to provide the OWNER written proof that the machine has been serviced and calibrated once a year or any other times between.

C. Video Inspection

- 1. Provide video inspections for the following;
  - a. After cleaning
  - b. After coating application

#### 1.04. SUBMITTALS

In accordance with the procedures and requirements set forth in Section 01 33 00 Submittal Procedures, submit the following:

#### A. Product Data

- a. Manufacture's literature, warranty, and Material Safety Data Sheets for each product
- b. Lining schedule identifying surface preparation and lining systems proposed
- c. Provide the name of the liner product manufacturer, and name, address, and telephone number of manufacturer's representative.
- d. NSF Standard 61 certificate for the lining system.
- e. Data for the minimum and maximum curing temperatures, minimum and maximum allowable installation pressures and speeds, application rates, curing times and curing procedures.
- f. Repair methods and equipment to be used to repair unacceptable liner defects and for removing failed liner.
- B. Provide qualification of CONTRACTOR'S personnel
- C. Provide a list of the type of equipment to be used for surface preparation and the lining system including calibration logs of the lining machine.
- D. Field testing equipment and procedures for each type of material/process/product proposed:
  - 1. Adhesion testing
  - 2. Thickness testing
- E. Pre-lining video inspection and post-lining video inspection in a video format acceptable to Engineer.
- F. Post Lining Pipe Samples:
  - 1. Dip Cards: Submit beginning of lining run and end of lining run dip cards after curing.

#### 1.05. COORDINATION

A. Coordinate Work of this Section with users connected to system.

- 1. Notify all residents and businesses at least 2 weeks in advance of expected disruption of water service via a door hanger provided by the OWNER.
- 2. Notify all residents and businesses at least 48 hours in advance of expected disruption of water service via a door hanger provided by the OWNER.
- 3. Limit disruption of service to individual properties to one-time occurrence for maximum of eight hours.
- 4. Do not disrupt customer service between hours of 5:00 PM and 8:00 AM without prior approval from ENGINEER/OWNER.
- 5. Provide and maintain temporary facilities, including piping and pumps, to meet requirements.

#### 1.06. EXISTING CONDITIONS

- A. Field Measurements:
  - 1. Verify field measurements prior to application.
- B. Existing Pipe Conditions:
- C. Pipe material, size and condition may vary from the Drawings. Verify prior to application.

#### 1.07. WARRANTY

- A. All work shall be warranted/ guaranteed for one (1) year from date of installation against all defects in material, equipment and workmanship. Lining warranty shall include deterioration of liner or loss of adhesion of the lining to the pipe wall.
- B. This warranty shall be voided by the following:
  - 1. Welding or "hot" work performed on the pipe system around welded area.
  - 2. Introduction of acids into the pipe system with concentrations in excess of (10%)
  - 3. Obvious physical damage to the pipe or pipe system outside of the relined pipe
  - 4. Disassembly or mechanical altering of the pipe system without first consulting with the applicator to ensure warranty compliance.
  - 5. Damage to the pipe system due to natural causes (e.g. pipe bursting from internal expansion in freezing temperatures, earthquake or flooding damage.
  - 6. Other stresses placed on the pipe or pipe system or its contents which are not considered normal to the original intended use or function of the pipe system.
- C. Upon notification from the OWNER of any defect found, the CONTRACTOR shall promptly repair or adjust the necessary items required for the repair. The

CONTRACTOR shall be responsible for all expenses incurred as a result of warranty work.

#### PART 2 MATERIALS

#### 2.01. SPRAY APPLIED LINER

A. Liner material – A sprayable resin-based 100% solids, solvent-free system used to form a monolithic liner covering all interior pipe surfaces. All materials shall be NSF 61 potable water certified.

#### B. Thickness:

- Individual liner thicknesses is called out in the bid item list and shall be verified by the CONTRACTOR and submitted prior to the start of Work. CONTRACTOR may elect to design and install multiple thickness liners for various diameters/configurations/depths within a given pipe segment or install a uniform thickness within a given pipe based on the thickest required portion of the liner.
  - a. Maximum internal pressure: 150 psi
  - b. Minimum internal pressure: 0 psi
  - c. Minimum safety factor: 2
  - d. A minimum service life of 50 years under continuous service.
  - e. Physical Properties requirements on (1/8" casting)
    - 1) Tensile Strength (ASTM D638-86): 7,000psi
    - 2) Flexural Strength (ASTM D790-86): 11,000psi
    - 3) Flexural Modulus @ 0.100" (ASTM D790-86): 500,000psi
    - 4) Compressive Strength (ASTM D695-85): 12,000psi
    - 5) Tensile Elongation at Break: 4.8%
- C. Purchase liner product from an approved manufacturer. Ship in sealed containers each marked with a batch number, date manufactured, shelf life, mix ratio, storage temperature tolerance range, and instructions for storage and safe handling.
  - 1. CONTRACTOR shall not use a product that has exceeded its shelf life.
- D. Provide the same lining product for the entire project produced by the same manufacturer. Use only thinners approved by the manufacturer, and only within manufacturer's recommended limits.

- E. Ensure compatibility of total coating system for each substrate.
- F. Require that personnel perform work in strict accordance with the latest requirements of OSHA Safety and Health Standards for construction. Meet or exceed requirements of regulatory agencies having jurisdiction and the manufacturer's published instructions and recommendations. Maintain a copy of all Material Safety Data Sheets at the job site of each product being used prior to commencement of work. Provide and require that personnel use protective and safety equipment in or about the project site. Provide respiratory devices, eye and face protection, ventilation, ear protection, illumination and other safety devices required to provide a safe work environment

#### G. Acceptable manufacturers

- 1. Epoxy Structural Lining
  - a. Warren Environmental, Inc. 301-01
  - b. Approved equal.

#### 2.02. APPLICATION EQUIPMENT

- A. Spray Lining Equipment
  - The Pipe Lining Equipment will be controlled with a computer operated system control that will monitor the flow characteristics of the lining material as it flows through the machine for constant quality control. The system will have automatic alarms in place to allow the machine to abort lining should and abnormalities occur during the process.
  - 2. Spray lining equipment shall be in accordance with the manufacturer's recommendations and maintained and calibrated regularly.

#### PART 3 EXECUTION

#### 3.01. VIDEO INSPECTION

- A. Pre-lining and post-lining video inspection is required.
  - 1. Conduct all video inspections with Engineer present.
  - 2. Provide video and output report to the Engineer for each pre-lining and post-lining video with pay application. The output shall include limits, such as address and or intersections with footages.

#### B. Pre-Lining Video:

- 1. Visually inspect pipeline after pipeline has been cleaned to ensure cleaning has adequately removed deposits and that the liner can adequately be installed.
- 2. If the pipeline has to be re-cleaned, re-inspect with video equipment.

#### C. Post-Lining Video:

- 1. Visually inspect pipeline after lining has fully cured according to the cure times submitted.
- 2. Clean and disinfect video inspection equipment.
- 3. If the liner has repairs, re-inspect with video equipment for final post-lining video submission.

4. Utilize rollers so that cables, rods, and wires do not come in direct contact with the cut pipe edge or excavation edge.

#### 3.02. PIPE CLEANING AND SURFACE PREPARATION

- A. Pipe Cleaning and Surface Preparation
  - 1. An opening at both ends of the pipe for access is required to allow access and egress for cleaning equipment.
  - 2. Surface preparation methods shall be based upon the conditions of the substrate and the requirements of the spray in place pipe lining system.
  - 3. Upon completion of the cleaning process the pipe shall be showered with compressed air to remove any leftover debris.
  - 4. Coordinate with the OWNER to close the necessary valves or as directed by OWNER to isolate sections scheduled for cleaning from water mains providing active service. Verify that all customer connections affected by this action are served by the temporary water system and verify that no water is leaking into the sections to be cleaned and lined.
  - 5. Field verify length of water main sections; limit lengths of individual pipe sections for cleaning and lining to not greater than the maximum length that can be lined with lining in one continuous operation using the CONTRACTOR'S equipment.
  - 6. Isolate air release valves, if present, from water main section.
  - Clean and abrade pipe to produce a sound substrate with adequate profile and porosity to provide a strong bond between the monolithic surfacing system and the substrate. Remove heavy build up and scale in the pipe via approved method.
  - 8. Notify Engineer if tees, crosses, valves, or reducers are encountered, other obstructions in pipe are found, or if bends, pipe sleeves, or couplings are encountered that the cleaning equipment will not pass through safely, or will not pass through and meet the cleaning standard specified. These obstructions shall be noted on red line drawings submitted to Engineer.
  - 9. Excavate to remove obstructions by installing obstruction pits at these locations when directed by ENGINEER
  - 10. Pass a suitably sized mandrel or "prover" through the water main to ensure that there is adequate clearance without obstructions for passing the applicator head through the entire section of pipe during lining.
  - 11. Remove and dispose of dirty water and materials from the cleaning operation; obtain necessary disposal permits as required by law. Take appropriate steps to minimize public view of the material removed from the water main. With the approval of the OWNER, CONTRACTOR may provide settling tanks to remove coarse debris from the cleaning wastewater and discharge decant to a sanitary sewer manhole

#### 3.03. APPLICATION

- A. The pipe matrix will be entered into the computer control system, mapping any abnormalities and or imperfection into the pipe. This will allow the controls of the system to apply more or less material at the particular points noted.
- B. The lining head will be implemented in an enclosure at the exit of the pipe matrix.

- The material flow and mix ratio will be checked for abnormalities as a final physical quality control measure prior to the lining heads entry.
- C. The lining head is entered into the pipe matrix and is then left to automated controls of the coating machine. The computer control system is monitored by a pipe lining operator during the entire process. The system is monitored at the opening of the pipe as well as monitored from the pipe entrance.
- D. During the lining process the Computer control system is required to print off a quality assurance report at a minimum of every 20 seconds. This report must include Current mix ratio of material, pressure at which the material is applied, temperature of material, flow rate of material, distance currently in pipe and thickness of material currently being applied to the pipe.
- E. Use equipment approved by the lining manufacturer for application of spray lining.
- F. Conduct spray-lining operations only when pipe temperature is within the manufacturer recommended limits.
- G. Conduct pre-lining checks on the lining equipment and the liner material in accordance with manufacturer's recommendations. Verify pump output; mix ratio, and material temperatures. CONTRACTOR to give a paper copy of the print out from lining machine that includes pre-lining checks and lining report at minimum every 15 seconds to Inspector to verify thickness and mix ratio per manufacturer specifications.
- H. Pump and re-circulate both components until each component reach and maintain the temperature range recommended by the manufacturer. The equipment shall not allow the application of any lining material unless the specific conditions set by the manufacturer are met. When all necessary conditions are met the lining equipment shall be capable of autonomous operation monitored by failsafe protocols that will stop the application of material if the manufacturer's conditions for correct application are no longer met, or if an error or equipment failure is detected.
- I. When end of hose assembly has been pulled to the second access pit, connect static mixer and application head to end of hose assembly and check for proper operation. Test spray the mixed epoxy into a container outside the pipeline; observe and record color of wet film. Typical spin up time of 60 to 90 seconds as needed to get the mix ratio right before lining. Begin spraying epoxy on pipe only after, all the manufacturers lining requirements are met by the equipment and operator.
- J. Apply epoxy at a constant rate while winching the hose assembly back toward the lining equipment at a fixed speed, in accordance with manufacturer's instructions, to produce a smooth finished lining of the pipe to a minimum of
- K. Dispose of all excess epoxy and cleaning agents in accordance with applicable federal, state, and local laws and regulations.

#### 3.04. FIELD QUALITY CONTROL

- A. The CONTRACTOR to preform adhesion testing at the end of the pipe to check the adhesion of coating to the existing host pipe. Test results to be submitted to the OWNER for approval.
- B. Dip cards shall be taken at the beginning of the pipe lining and at the end of the pipe lining. Tag and allow dip cards to cure.
- C. Upon completion of water main lining, the CONTRACTOR will conduct closed circuit television inspection of the line, as specified under 'Video Inspection'. Defective sections shall be repaired at no cost to the OWNER.

#### 3.05. TESTING, CHLORINATION, AND RETURN TO SERVICE

- A. Pressure testing
  - 1. Prior to putting line back in service, the line must pass water quality and pressure testing. Pressurize the line to normal operating pressure.

**END OF SECTION** 

#### **EXHIBIT B - CEMENT LINING OF WATER MAINS**

#### PART 1 General

#### 1.01 Section Includes

A. Lining of water mains.

#### 1.02 Related Sections

- A. Section XXXX Trenching
- B. Section XXXXX Cleaning of Water Mains

#### 1.03 Unit Price - Measurement of Payment

#### A. Cleaning and Lining:

- Basis of Measurement: By the linear foot cleaned and lined, and accepted by the Engineer, measured along the pipe centerline at ground elevation. No payment shall be made for lining installed within water main replacement areas.
- 2. Basis of Payment: Includes clearing and grubbing, excavating, shoring, cutting pipe, furnishing and installing temporary bulkheads and connections, cleaning, clearing side street connections and services, proving, dewatering, lining, blowing back services, curing, furnishing and installing pipe, fittings, couplings, bedding, concrete thrust blocks, temporary air releases, blow-off installations, caps for abandoned main, pressure testing, flushing, disinfecting, health sampling and backfilling with native soil.

#### B. Video of Water Mains:

- 1. Basis of Measurement: By the linear foot of video recording, measured along the pipe centerline at ground elevation.
- Basis of Payment: Includes removing water from the mains, running tag lines, furnishing all video equipment necessary for recording, recording the interior of the main and turning the video over to the Owner.

- C. Lining Verification Test Nipples:
  - 1. Basis of Measurement: When lining thickness of test nipple meets or exceeds the specified thickness, payment shall be made per cubic yard of excavated material. When lining thickness does not meet the specified thickness, no payment shall be made.
  - 2. Basis of Payment: Includes excavating, shoring, cutting pipe, furnishing and installing new ductile iron pipe and couplings, backfilling and restoration.

#### 1.04 References

- A. ANSI/AWWA C602 Cement-Mortar Lining of Water Pipelines 4 inches and Larger- In Place.
- B. AWWA M28 Cleaning and Lining Water Mains.
- C. ASTM C-40- Test for Organic Impurities in Fine Aggregates for Concrete.

#### 1.05 Delivery, Storage and Handling

A. Deliver, store, protect and handle products under provisions of the General Conditions.

#### PART2 Products

#### 2.01 Portland Cement

- A. Standards
  - 1. ASTM C-150, Specification for Portland Cement.
  - 2. All materials in contact with potable water shall be NSF-61 certified.
- B. Requirements
  - 1. TYPE I/II OR TYPE IL
  - 2. Aged such that abnormal heat is not present between sacks of cement.
  - 3. Handled and stored such that no hard lumps are present.

#### 2.02 Sand

#### A. Standards

1. ASTM C-40, Test for Organic Impurities in Fine Aggregates for Concrete.

#### B. Requirements

- 1. Consist of inert, granular material with strong, durable and uncoated grains.
- Well-graded with 100% passing a No. 16 mesh screen and not more than 5% passing a No.100 sieve.
- 3. Free from dust, clay, lumps, shale, soft or flaky particles, mica, loam, oil, alkali and other deleterious materials.
  - a. "Free" shall mean that the total weight of the above materials shall not equal or exceed 3% of the total weight of sand and the above.
  - b. Additionally, computed as above, the weight of shale shall not exceed 1% of the total weight; the weight of clay lumps shall not exceed 1% of the total weight; and the weight of mica and all other deleterious materials (excluding shale and clay) shall not exceed 2% of the total weight.
- 4. Sand color shall not be darker than the "reference standard color solution" prepared as required in ASTM C-40.

#### 2.03 Water

C)

0

A. Use potable water only for mixing mortar for lining.

#### 2.04 Lining Machine

#### A. Requirements

- 1. Capable of traveling through the pipe and centrifugally distributing the mortar uniformly across the full section of the pipe and bends.
- 2. Shall not mark the applied mortar.
- 3. Capable of placing densely packed mortar without rebound.
- 4. Capable of pulling a trowel.
- 5. Capable of placing lining that is only slightly dimpled on the surface (in the event of untrowelled lining) without ridges or buildups.
- 6. Used only for potable water construction projects in previous applications.

#### 2.05 Lining Trowel

#### A. Requirements

- 1. Capable of being adjusted in the field to the required diameter.
- 2. Shall apply continuous uniform pressure to the lining.
- 3. Shall produce a continuous, smooth regular finish free of dimples, pock marks, honeycomb, scrapes or spiral shoulders.
- 4. Capable of passing over irregularities in the pipe, such as protruding corporations, without damaging adjacent lining.
- 5. Used only for potable water construction projects in previous applications.

#### 2.06 Lining Winch

#### A. Requirements

- Capable of providing a smooth, continuous pull to the lining machine such that the mortar lining is applied without variations in thickness due to variations in the rate of travel of the machine.
- 2. Capable of being adjusted during the lining process.

#### 2.07 Lining Pump

#### A. Requirements

1. Capable of providing smooth, continuous feed of cement to lining machine and being adjusted during the lining process.

#### **PART 3 Execution**

#### 3.01 Examination

- A. Verify existing conditions under provisions of the General Conditions.
- B. Verify that pipe section to be lined is no longer than 650 feet, measured along the pipe centerline at ground elevation.

#### 3.02 Preparation

- A. Prove section of pipe to be lined. Proving shall consist of demonstrating prior to lining pipe that lining machine and trowel are capable of being pulled through pipe without catching, momentarily or longer, on an obstruction.
- B. Excavate and remove anything which blocks passage of cleaner or prover.
  - Payment for this work shall be made under the appropriate contingency item of the Bid.
  - 2. No payment shall be made when lining machine hangs up.
- C. Remove all dirt, debris and water from main to be lined. Remove water immediately prior to lining.
- D. When water cannot be prevented from entering the pipe, notify the Engineer immediately.
  - 1. The Engineer shall determine whether pipe can be lined without a trowel or if leaking section must be excavated.
  - 2. Payment for excavating and repairing leaking valves and curb stops shall be made under the appropriate item of the Bid.
  - 3. Payment for other leaks shall be made under the appropriate contingency item of the Bid.
- E. When fittings or appurtenances make the use of a trowel impossible, notify the Engineer immediately.
  - 1. The Engineer shall determine whether pipe section can be lined without a trowel or if the fitting or appurtenance must be excavated and removed.
  - 2. Payment for excavating, removing and replacing fittings or appurtenances as approved by the Engineer shall be paid for under the appropriate contingency item of the Bid.
- F. Four-inch pipe may be lined without a trowel when approved by Engineer.
- G. When un-troweled lining is approved, the section of pipe to be lined shall not exceed 100 feet unless approved in advance by the Engineer or the pipe is four-inch diameter.

#### 3.03 Installation

- A. Prepare cement mortar consisting of a 1 to 1 volume ratio of cement to sand.
  - 1. Add the least amount of water required to produce a workable mixture.
  - 2. Slump shall not exceed 5 inches when tested immediately prior to being pumped to the lining head.
  - 3. Slump testing shall be in accordance with ASTM C143.
- B. Install mortar by machine prior to mortar attaining initial set.
  - 1. Mortar lining shall be 1/8 inch thick for 6 and 8-inch nominal diameter pipe.
  - 2. Mortar lining shall be 3/16 thick for 12-24 inch nominal diameter pipe.
  - Mortar lining shall be 1/4 inch thick for all pipes with nominal diameter greater than 24 inches.
  - 4. There shall be no minus tolerance, and the plus tolerance shall be 1/8 inch.
- C. Prevent cable from scoring or damaging pipe.
- D. When hand placement of mortar lining is necessary, the mortar shall be the same as that used for placing by machine.
  - 1. Dampen edges of machine-placed cement adjacent to location requiring hand placement.
  - 2. Trowel hand-placed mortar and smooth the edges to blend with the machine-placed mortar.
  - 3. Place all hand-placed mortar within 24 hours of placement of machine-placed mortar.
- E. Clear all services, pito taps, blow-offs, existing hydrants, air or pressure relief valves and sideline main connections on the mortared pipe section using water blowback within 5 hours of placing the mortar lining.
  - 1. Air blowbacks shall not be used unless a water blowback has been unsuccessful.
  - When a water blowback is unsuccessful, use of air must be approved by the Engineer.
  - 3. Use curb stops, unless defective, to conduct clearing operations.

- F. Remove mortar lining disapproved by Engineer immediately upon rejection.
  - 1. Introduce water into main during removal process.
  - 2. Flush all services and sideline connections during removal process to remove all mortar.

#### 3.04 Curing

- A. Seal section of pipe immediately upon completion of placing and inspecting mortar lining such that air is prevented from circulating through the pipe.
- B. When mortar lining has attained initial set, introduce potable water to pipe section and maintain a minimum of 12 hours.

#### 3.05 Inspection

- A. No pipe shall be lined unless Engineer is present.
- B. Provide Engineer with the opportunity to visually inspect both ends of each completed lining run.
- C. Video cement mortar-lined pipe prior to closing up pipe using a color camera with selfcontained lighting and remote focus.
  - 1. Video inspection shall be in.mpg, .wmv, or .mov format and provided on a USB drive.
  - 2. Record footage in ten-foot intervals visibly on video.
  - 3. Record on audio footage location of all visible appurtenances such as taps or sideline connections.
  - Inspection videos shall become property of Owner.
- D. Do all video of a street in order, starting at one end of street and proceeding to other end.
  - 1. Video all runs on same street with camera pulled in same direction on each run.
  - 2. Reference location of each end of run to a house number.
  - 3. Write on poster board and visually record run number and location. Record this information on audibly on video.
- Set counter to zero at beginning of each video, and provide list indicating "counter location" of each run and street name.

G. Payment for above shall be made under appropriate video item in the Bid.

END OF SECTION "

#### EXHIBIT C - CLOSE TOLERANCE PIPE SLURRIFICATION WITH FUSIBLE AWWA C900 PVC PIPE

#### PART 1. GENERAL

#### 1.01 SCOPE

- A. The Work to be performed herein shall consist of replacing Asbestos Cement (AC) water mains and forcemains by the Close Tolerance Pipe Slurrification (CTPS) Method. Removing and replacing Asbestos Cement pipe has the additional burdens of complying with NESHAP and OSHA requirements which govern the handling, removal, and disposal of any material containing asbestos.
- B.

  On June 10<sup>th</sup>, 2019, the EPA approved a request for an alternative work practice (AWP) called Close Tolerance Pipe Slurrification (CTPS) to replace, rehabilitate, and repair existing buried Asbestos Cement (AC) pipe systems. Subsequently, the EPA has determined that Close Tolerance Pipe Slurrification (CTPS) is an equivalent work practice to open cut pipe replacement for replacing, rehabilitating, and repairing Asbestos Cement (AC) pipe. Consequently, any AC pipe replaced in accordance with the CTPS AWP would not be required to meet the NESHAP requirements regarding Active and Inactive Waste Disposal Sites, as would be the case with the pipe bursting method.

Close Tolerance Pipe Slurrification (CTPS) is a proven "Trenchless Technology" method used to remove and replace an existing pipe line with minimum amounts of excavation. The CTPS method removes the existing pipe by pulling a rotating head through the existing pipe while simultaneously injecting a bentonite-based lubricating fluid. The cutting head rotates at sufficient speed to grind the existing pipe, surrounding soil, and bentonite-based lubricating fluid into a slurry. This slurry is squeegeed or forced out of the ground into a receiving pit by the new pipe that is being pulled in behind the cutting head. After completion of the CTPS process, the existing pipe is removed, the new pipe is installed through the subsequent tight-fitting void, and the slurry containing the existing pipe fragments, soil, and bentonite-fluid is removed from the ground.

When the patented CTPS process is used to remove and replace Asbestos Cement pipe systems, there are several important components of the process that work extremely well with regulations surrounding AC pipe work. First, the patented process requires the injection of bentonite-based fluid at critical points. This fluid maintains a wet-cutting environment, which is an important requirement for cutting Asbestos Containing Material (ACM). Second, the "Close Tolerance" sizing of the cutting head, in relation to the new pipe being pulled into place, facilitates the removal of the Asbestos Containing Material (ACM) from the ground. This "Close Tolerance" sizing creates a scenario where the new product pipe, along with the injection of additional drill fluid, will pressurize the slurry, which is expelled at excavations. The slurry containing the ACM is then removed from the site. Third, any remaining trace amounts of asbestos fiber are encapsulated in

the skim coat of slurry remaining around the pipe. This skim coat has the consistency of a light-weight concrete material commonly known as "excavatable flowable fill".

## 1.02 REFERENCES

- A. The following is a list of standards which may be referenced in this section:
  - 1. American Society for Testing and Materials (ASTM) and American Water Works Association (AWWA):
    - a. ASTM D638, Standard Test Method for Tensile Properties of Plastics.
    - b. ASTM D1784, Standard Classification System and Basis for Specification for Rigid Poly(Vinyl Chloride) (PVC) Compounds and Chlorinated Poly(Vinyl Chloride) (CPVC) Compounds
    - AWWA C900, AWWA Standard for Polyvinyl Chloride (PVC)
       Pressure Pipe and Fabricated Fittings, 4 IN. Through 60 IN. (100 MM Through 1,500 MM)

## 1.03 DEFINITIONS

- A. AC Pipe: Asbestos Cement Pipe
- **B.** ACM: Asbestos Containing Material: any material containing more than 1% asbestos
- C. ACPRP: Asbestos Cement Pipe Replacement Project
- **D.** Category II Nonfriable ACM: any material that does not include asbestos containing packaging, gaskets, resilient floor coverings, or asphalt roofing products that contains more than 1% asbestos, that, when dry cannot be crumbled, pulverized or reduced to powder by hand pressure.
- E. CCTV: Closed-circuit television.
- **F.** Competent Person: one who is capable of identifying existing asbestos hazards in the workplace, capable of selecting the appropriate control strategy, and having the authority to take prompt corrective measures. Personnel must be trained by to meet the criteria of EPA Model Accreditation Plan for Contractors/Supervisor/Workers for Class II work.
- G. DR: Dimension Ratio
- H. DVD: Digital Video Disc
- **I. Friable Asbestos Material**: any material containing more than 1% asbestos (ACM) that, when dry can be crumbled, pulverized, or reduced to powder by hand pressure.
- J. FPVC Fusible Polyvinyl Chloride.
- **K. Initial Monitoring**: an assessment of airborne concentrations of asbestos prior to the initiation of work activities conducted by a competent person.
- L. NEA Negative Exposure Assessment: a demonstration by an employer that an employee's exposure during an operation is expected to be consistently below the Permissible Exposure Limit (PEL) and the Excursion Limit (EL). If the employer can demonstrate that employee exposures are below the PEL or EL by any of the following means, this is deemed a Negative Exposure Assessment (NEA):

- 1 Objective Data, or
- 2 Personal Air Sampling results collected from the previous 12 months, or Initial Monitoring of the current project
- M. NESHAP: National Emissions Standard for Hazardous Air National Emission Standards for Hazardous Air Pollutants (NESHAP) are stationary source standards for hazardous air pollutants. Hazardous air pollutants (HAPs) are those pollutants that are known or suspected to cause cancer or other serious health effects, such as reproductive effects or birth defects, or adverse environmental effects.
- N. OSHA: Occupational Safety and Health Administration The Occupational Safety and Health Administration is a large regulatory agency of the United States Department of Labor that originally had federal visitorial powers to inspect and examine workplaces.
- **O. Periodic Monitoring**: periodic air monitoring is required to be conducted daily within the regulated area for Class II work, unless;
  - 1. Negative Exposure Assessment has been made, or
  - 2. All employees in a regulated area wear supplied air respirators operated in the pressure demand mode, or other positive pressure mode respirator.

# P. Permissible Exposure Levels

- 1 Permissible Exposure Limit (PEL) = .01 fibers per cubic centimeter (f/cc); Time Weighted Average (TWA). TWA means an exposure concentration averaged over an 8-hour period.
- 2 Excursion Limit (EL) = 1.0 f/cc as averaged over a sampling period of 30 minutes.
- **Q. RACM:** Regulated Asbestos Containing Material: Category II Nonfriable ACM that has a high probability of becoming or has become crumbled, pulverized or reduced to powder by forces expected to act on the material in the course of demolition or renovation operations. Removing and replacing AC pipe by excavation in the same trench and by "Trenchless Technology" methods is generally considered to be RACM.
- **R.** Regulated Area: is an area established by the employer where Class II asbestos work is being conducted, and any adjoining area where debris and waste accumulate. Only authorized personnel may enter regulated areas. The following requirements apply to a regulated area;
  - 1 Mark the area to minimize the number of persons within the regulated area and to protect person outside the area;
  - 2 Limit access to authorized personnel only;
  - 3 Prohibit eating, drinking, smoking, chewing, and the application of cosmetics in the regulated area;
  - 4 Competent Person must supervise work within the regulated area.
- S. SDR: Standard Dimension Ratio.
- **T. Visible Emissions:** The most imperative regulation for removing and replacing AC pipe is the No Visible Emission (VE) rule. Under no circumstances shall Visible Emissions (VE) be released into the atmosphere while performing AC pipe removal.

Visible Emissions are dust clouds containing AC fibers that can be seen with the naked eye while cutting, grinding, breaking or removing Asbestos Containing Material (ACM). Visible Emissions are avoided by choosing engineered control methods that do not create dust or are controlled with spraying amended water over the work area. Once construction begins, NESHAP requires that no visible emission to the outside air be allowed during the collection, processing, packaging, or transporting of any Asbestos Containing Material (ACM).

#### 1.04 SUBMITTALS

- A. Action Submittals:
  - 1. Catalog cuts and specifications:
    - a. Pipe.

.

- c. Joining, including alignment jig, equipment.
- 2. Dimensioned layout drawings including installation details.
- 3. Samples: Trial field fusion welds, when requested by the OWNER.

# B. Informational Submittals:

- 1. Contractors Experience Submittals:
  - a. CONTRACTOR Certifications:
    - 1) Installer: Certifications of experience installing pipe by the CTPS method of at least 5,000 LF.
    - 2) Asbestos Supervisor:
      - a. Asbestos Supervisor Certification at approved EPA facility for supervising work relating to removal and disposal of Asbestos Containing Material (ACM).
      - b. OSHA Competent Person Training relating to Asbestos Work & Excavation.
    - 3) Asbestos Work: Asbestos Worker Certification at approved EPA facility for work relating to removal and disposal of Asbestos Containing Material (ACM).
    - 4) Fusion Equipment Operator: The FPVC pipe fusion operator shall be qualified by the pipe supplier to join fusible polyvinyl chloride pipe of the type(s) and size(s) being used. Qualification shall be current as of the actual date of fusion performance on the project.
- 2. Installation Plan and Sequencing Submittals:
  - a. Detailed Construction Methods & Procedures Comply with NESHAP and OSHA Standards When Working with and Disposing of Asbestos Cement (AC) Pipe.
    - 1) EPA Notification 10 days prior to start of construction.
    - 2) No Visible Emmisions
      - A. Adequately wet ACM by

- 1. Mix control device asbestos waste to form a slurry; adequately wet other asbestos containing waste material. and
- 2. Discharge no visible emissions to the outside air from collection, mixing, wetting, and handling operations, and
- 3. After wetting, seal all ACM waste in leak-tight containers while wet; or for materials that will not fit into containers without additional breaking, put materials into leak-tight wrapping, and
- 4. Properly label containers as containing Asbestos Containing Material, and
- 5. Properly label containers with the name of the waste generator and the location from which the waste was generated
- 3) Disposal Plan Submittal
  - A. NESHAP requires that all Asbestos Containing Material waste be disposed of at a waste disposal site operated in accordance with the provisions of NESHAP regulation Section 61.155 Standard for Operations that Convert ACM waste into Non-Asbestos Material.
  - B. Waste Shipment Records (WSR) must be maintained for a period of two years by the generator. The WSR must include the following information;
    - 1 Name, address, and telephone number of the waste generator;
    - 2 Name and address of the local, state, or EPA regional agency responsible for administering the asbestos NESHAP program;
    - 3 The quantity of asbestos containing waste material in cubic yards or cubic meters;
    - 4 The name and telephone of the disposal site operator;
    - 5 Name and physical site location of the disposal site;
    - 6 Date transported;
    - 7 Name, address, and telephone number of transporter(s)
    - 8 Certification that the waste was properly classified, packed, marked, labeled, and transported.
- 2. Worker/Public Protection Plan Submittals:
  - a. OSHA's Construction Industry Standard 29 CFR 1926.1101 Compliance Plan
    - 1. Exposure Levels

- 2. Provide mitigation plan to minimize workforce & public exposure limits to below Permissible Exposure Limits through engineered controls.
- 3. Regulated Work Area Plan
  - a. Mark Area to minimize number of persons within the regulated area to protect persons outside area;
  - b. Limit access to authorized personnel only;
  - c. Warning signs must be displayed and posted at all approaches to regulated areas. The sign must bear the following information;

DANGER ASBESTOS MAY CAUSE CANCER CAUSES DAMAGE TO LUNGS AUTHORIZED PERSONNEL ONLY

 d. Warning labels must be affixed to all asbestos waste containers. The label must include the following information;

DANGER CONTAINS ASBESTOS FIBERS MAY CAUSE CANCER CAUSES DAMAGE TO LUNGS DO NOT BREATHE DUST AVOID CREATING DUST

- 3. Medical Surveillance Program Submittal:
  - a. The employer must establish document a medical surveillance program, prior to assignment, for all employees who 1) will be required to wear negative-pressure respirators, 2) will be engaged in Class II work for 30 days or more per year, or 3) will be exposed to airborne concentrations of asbestos at or above the Permissible Exposure Level (PEL) and/or Excursion Limit (EL) for more than 30 days per year (or a combination of 2 and 3).
  - b. The MSP involves examinations performed or supervised by a licensed physician and shall be provided without cost to the employee. The examinations must include;
    - 1 A medical and work history;
    - 2 A physical examination with special emphasis directed to the respiratory, cardiovascular, and gastrointestinal systems;
    - 3 Completion of a respiratory disease questionnaire;
    - 4 A pulmonary function test.
    - 5 Must be provided to the employee within 30 days
  - c. Record Keeping Employers must maintain the following records for a Class II Asbestos Project;
    - 1 Accurate records of all measurements taken to monitor employee exposure to asbestos. These records must be kept for 30 years.

- 2 An accurate record for each employee subject to medical surveillance. This record must be maintained for the duration of employment plus 30 years.
- 3 Employee training records. This record must be maintained for 1 year beyond the last date of employment.

# 1.05 QUALITY ASSURANCE

- A. The CONTRACTOR shall have at least 5,000 LF of experience installing pipe by the CTPS method. The CONTRACTOR shall provide certificates of experience/training for an employee directly involved in the supervision or operation of the CTPS system.
- B. FPVC pipe jointing shall be performed by personnel trained in the use of butt-fusion equipment and the recommended methods for new pipe connections. Personnel directly involved with installing the new pipe shall receive training in the proper methods for handling and installing the FPVC pipe. Such training shall be conducted by a qualified representative of the pipe manufacturer.
- C. Installation of other materials shall be performed by personnel qualified by the specific product manufacturer.

#### PART 2. PRODUCTS

## 2.01 MATERIALS

# A. Pipe:

- 1. Materials:
  - a. Conform to requirements of AWWA C900.
  - b. PVC resin shall meet or exceed requirements of ASTM D1784 for Cell Class 12454 material. Pressure rating shall be based on hydrostatic design stress of 2000 psi at 73.4 degrees F.
  - c. Working pressure: 150 psi, minimum (unless otherwise detailed on design drawings)
  - d. Inside diameter equivalent to existing pipe or selected pipe size
  - e. Shall contain no recycled compound except that generated in manufacturer's own plant from resin of same specification from same raw material.

# 2. Color:

a. Pipe shall be blue for potable water and green or white for sewer.

# 3. SDR:

- a. Nominal Size: 8 inches and larger with CIOD outside diameters.
- b. Minimum wall thickness conforming to DR 18 for potable water mains and DR 26 for sewer forcemains (unless otherwise detailed on the design drawing)
- B. Fittings shall be PVC or Ductile Iron in accordance with AWWA Standards.

# C. Joints:

1. Pipe jointing shall be by butt fusion welding, as specified in Paragraph 3.03.

# D. Service Connection for Potable Water Mains:

- A. Tapping shall be performed using standard tapping saddles designed for use on PVC piping in accordance with AWWA C605. Tapping shall be performed only with use of tap saddles or sleeves. DIRECT TAPPING SHALL NOT BE PERMITTED. Tapping shall be performed in accordance with the applicable sections for Saddle Tapping per UNI-PUB-8, PVC Pressure Pipe Tapping Guide".
- B. All connections requiring a larger diameter than that recommended by the pipe supplier, shall be made with a pipe connection as specified and indicated on the drawings.
- C. Equipment used for tapping shall be made specifically for tapping PVC pipe:
  - 1. Tapping bits shall be slotted "shell" style cutters, specifically made for PVC pipe. 'Hole saws' made for cutting wood, steel, ductile iron, or other materials are strictly prohibited.
  - 2. Manually operated or power operated drilling machines may be used.

# PART 3. EXECUTION

# 3.01 EQUIPMENT:

A. CTPS: Provide equipment of sufficient size and power to accomplish the specified pipe replacement under normal conditions and provide cutting head rotation of 240 RPM's minimum to properly grind AC pipe, soil and slurry into fine enough material to be removed by vacuum excavation from the service excavations and pits. Cutting head shall be no more than ½" greater than the outside diameter of the new pipe to be installed so as to minimize the amount of Asbestos Containing Material (ACM) and to facilitate forcing ACM into service excavations and pits.

# 3.02 PREPARATION

# A. General:

- 1. Work shall be supervised by personnel experienced in installation of similar pipe and shall be onsite at all times from time of commencement to time of completion.
- 2. Locate insertion or access pits so that the total number is minimized and footage of pipe installed in a single run is maximized. Use excavations at point repair locations and service connections for insertion pits where possible.

# B. Pre-CCTV Inspections:

- 1. The CONTRACTOR shall perform a pre-installation CCTV inspection, prior to CTPS activities.
  - 2. Pre-CCTV inspection meets the inspection requirement of NESHAP, and is part of the Alternative Work Practice (AWP) approved by EPA.

# 3.03 PIPE JOINING

### A. General:

- 1. Fusible polyvinyl chloride (PVC) pipe shall be handled in a safe manner before, during, and after the fusion process and in accordance with this specification and pipe supplier's guidelines.
- 2. Fusible polyvinyl chloride pipe shall be fused by qualified fusion technicians, as documented by the pipe supplier.
- 3. Each fusion joint shall be recorded and logged by an electronic monitoring device (data logger) connected to the fusion machine.
- 4. Only appropriately sized and outfitted fusion machines that have been approved by the pipe supplier shall be used for the fusion process. Fusion machines must incorporate the following elements:
- 5. Heat Plate Heat plates shall be in good condition with no deep gouges or scratches. Plates shall be kept clean and free of any debris or contamination. Heater controls shall function properly; cord and plug

Released 1/7/22

Replacing AC Pipe by Close Tolerance Pipe Slurrification Method

- shall be in good condition. The appropriately sized heat plate shall be capable of maintaining a uniform and consistent heat profile and temperature for the size of pipe being fused, per the pipe supplier's guidelines.
- 6. Carriage Carriages shall travel smoothly with no binding at low pressure. Jaws shall be in good condition with proper and clean inserts for the pipe size being fused. Insert pins shall be installed with no interference to carriage travel.
- 7. General Machine All fusion machines shall be inspected for obvious defects, missing parts, hydraulic leaks, or potential safety issues prior to fusion.
- 8. Data Logging Device An approved, fully functional datalogging device, with the current version of the pipe supplier's software, shall be used. Datalogging device operations and maintenance manual shall be kept with the unit at all times. If fusing for extended periods of time, an independent 110V power source shall be available to extend battery life.
- 9. Other equipment specifically required for the fusion process shall include the following:
  - a) Pipe rollers shall be used for support of pipe to either side of the machine
  - b) An infrared (IR) pyrometer with an accuracy of 1% or better, shall be used to check pipe and heat plate temperatures.
  - c) Fusion machine operations and maintenance manual shall be kept with the fusion machine at all times.
  - d) Facing blades specifically designed for cutting fusible polyvinyl chloride pipe shall be used.
- 10. For fusion in inclement weather and/or windy conditions, a weather protection canopy with sides that allows full machine motion of the heat plate, fusion assembly and carriage shall be provided per the pipe supplier's recommendations. When the pipe temperature is below 40°F, the pipe supplier's cold weather operating procedures shall be followed.

## 3.04 PIPE INSTALLATION

## A. General:

- 1. Excavate entry and exit pits or shafts to access the existing pipe. Hand excavate and remove AC pipe sections without creating Visible Emissions (VE) of asbestos fibers. No dry cutting or grinding will be allowed. Bag and remove ACM in compliance with NESHAP requirements. Locations of pits shall minimize quantity of pits and disruption to the public.
- 2. Drill stem shall be pushed through existing pipe from one pit to another where the guide head, cutting head, and pipe shall be inserted.

- 3. Drill fluid shall be pumped through drill stem and released in such a manner that would lubricate pipe, collect AC pipe debris, suppress AC dust, and collect AC fibers. No Visible Emissions (VE) will be allowed.
- 4. Cutting head shall be sized no more than ½" greater than newly installed pipe so that the majority of drill fluid (containing soil, AC pipe debris, and AC fibers) will be forced into pit excavations and service excavations.
- 5. Drill fluid (containing soil, AC pipe debris, and AC fibers) shall be removed from pit and service excavations and disposed of in a manner in compliance with NESHAP requirements for Asbestos Containing Material (ACM).
- 6. Asbestos Containing Material (ACM) shall be disposed of at a landfill approved by county, state, and federal environmental agencies.
- 7. Make reconnections as appropriate.

## B. Pit Excavations:

- 1. Excavate entry and exit pits or shafts to access the existing pipe. Hand excavate and remove AC pipe sections without creating Visible Emissions (VE) of asbestos fibers. No dry cutting or grinding will be allowed. Bag and remove ACM in compliance with NESHAP requirements. Locations of pits shall minimize quantity of pits and disruption to the public.
- 2. ACM drill fluid will be pushed into excavations for removal. Drill fluid shall be vacuum excavated and hauled to appropriate landfill in a manner consistent with NESHAP and DOT requirements. Bagging, containment, labeling, and record keeping requirements shall be followed.

## 3.05 LUBRICATION

- A. Selection of drilling fluids will be the responsibility of the contractor, it is highly recommended that the Contractor contact the drilling fluid manufacture to insure proper fluids are being selected for the soil conditions.
- B. The Contractor is responsible for drilling fluid disposal and all other restoration. Contractor must comply with all regulations regarding the proper disposal of drilling fluid. Cleaning, flushing and hydrostatic testing of the pipe shall be conducted as specified elsewhere in our standards.

# 3.06 NESHAP – APPROVED ALTERNATIVE WORK PRACTICE STANDARDS FOR AC PIPE REPLACMENT

# A. Notification

- 1. Owner or Operator shall notify State or Federal EPA 10 days prior to disturbing AC Pipe.
- 2. Notification shall include 6-digit latitudinal and longitudinal coordinates

# B. Inspection

- 1. Prior to using CTPS for an ACPRP, the owner/operator must conduct underground pipe inspections (e.g., by using remote technologies like robotic cameras) and shall identify, locate, and mark underground utility map of the area with all identified potential areas of malfunctions, such as changes in pipe type, drops in the line broken and off-center points.
- 2. The owner/operators of any ACPRP must save video recording of inspection and make it available at the ACPRP work site for reference as needed by inspectors, owners, and operators during the ACPRP work.

# C. Record Keeping

- 1. The owner/operator is required to record and maintain for a period of 2 years:
  - a. Waste shipment records as required by 40 CFR 61.150(d);
  - b. Records of the standard operating procedures for the installation, operation, and maintenance of the drilling head train, CTPS liquid delivery system, and all equipment used to deliver adequate wetting at all vertical access points and cut lengths of pipe;
  - C. Malfunction records (if Applicable)
    - 1) Records of VE events including duration of time, and date. Record of when and how each VE event was resolved.
    - 2) Record of failed friability test, resulting in a sample that can be crushed, crumbled, or reduced to powder by hand pressure.
- 2. The owner (typically the state or municipality) is required to record and maintain for the lifetime of the new pipe, and provide the regulatory authority within 15 days of request, the certificate from each friability test outlined below.
- 3. Each owner/operator is required to submit a malfunction report to the Administration after any malfunction occurrence. The malfunction report must be submitted as soon as practical after the occurrence, but in no case later than 30 days.

# D. CTPS Techniques

- 1. The owner/operator must handle all sections of A/C pipe in accordance with 40 CFR 61.145 and 40 CFR 61.150 of the Asbestos NESHAP.
- 2. The owner/operator must avoid to the extent feasible, crumbling, pulverizing, or reducing to powder AC Pipe during the excavation of vertical access points. Water and suction should be used to uncover as much of the AC Pipe as needed to begin the CTPS process.
- 3. Appropriate measures must be taken to prevent the slurry from coming into direct contact with the surrounding soils of the terminal and vertical access holes. The EPA recommends the use of plastic sheathing, or another type of barrier to prevent slurry from contacting the surrounding soils.
- 4. In order to achieve close tolerance and to minimize the thickness of the skim coat (the portion of waste slurry that remains on the exterior of the

- new pipe), the CTPS technique must use an cutting head with slightly larger (approximately ½") diameter than the new pipe.
- 5. The cutting head must be drawn around the existing pipe and must grind the old AC Pipe to a fine powder using a liquid delivery system. In order to adequately grind the existing AC Pipe into a fine powder, the EPA recommends maintaining a minimum speed of approximately 220 revolutions per minute (RPM) for grinding apparatus.
- 6. The process must return the AC Pipe to cementitious slurry that is homogeneous mixture and stays adequately wet through disposal according to the requirements of 40 CFR 61.145.
- 7. The owner/operator must ensure that the CTPS train pulls the replacement pipe behind it. The new pipe must be sealed to ensure no ACM contacts the inside of the new pipe.
- 8. The CTPS process must be equipped with ports to deliver liquid material to the cutting head. Drilling fluids must be delivered through these ports to reduce frictional drag on the line; to lubricate the interface along the soil to pipe line, to provide a barrier between the surrounding ground water, soil, rock, and the pipe, and to support the close tolerance cylindrical void during the pipe replacement process.
- 9. Drilling fluid recipe must consist of a lubrication fluid, a hole sealing fluid (bentonite), and a material suspension fluid.
- E. Adequate Wetting and No Visible Emissions (VE)
  - 1. The owner/operator is required to ensure that no VE are discharged to the air from the slurry.
  - 2. The owner/operators must ensure that dust suppression equipment is placed at each vertical access point.

# F. Slurry Characteristics

- 1. The owner/operator would be required to ensure that the slurry (including the slurry that remains as skim coat) is a homogeneous mixture comprised of finely ground AC Pipe, drilling fluids, bentonite clay, and other materials suspended in a solution that, when cured, re-hardens so that it meets the sample friability test below.
- 2. The Slurry must meet the now VE requirements of 40 CFR 61.145 and 40 CFR 61.150
- G. Sampling, Testing, and Utility Map Notation
  - 1. Sample Collection
    - a. After slurry has been pumped from the vertical access points, but before disposal, owner/operator of a CTPS system is required to collect a 2-inch roughly spherical wet sample of the slurry.
    - b. A single sample must be collected for each project discharging into a single enclosed tank.
    - c. The owner/operator must seal the sample in a leak-tight container and allow the sample to harden and dry.
  - 2. Sample Friability Test and Certification
    - a. When the sample is hardened and dry, the owner/operator would be required to attempt to crush the sample by hand.

- i. If the sample cannot be crushed, crumbled, or reduced to powder by hand pressure, the owner/operator would be required to certify as such.
- ii. If the sample can be crushed, crumbled, or reduced to powder by hand pressure, the owner/operator would be required to follow the malfunction reporting requirements.
- iii. If a malfunction occurs, resulting in friable ACM left along the new pipe, the friable ACM must be retrieved and properly disposed of, or the site must be treated as an active asbestos waste disposal site.
- b. After testing, the owner/operator must ensure that the sample is packaged in a leak-tight container for storage, labeled "Asbestos Containing Material. Do not break or damage this sealed package," dated according to the ACPRP date of generation, stored in a secure location that is inaccessible to the general public (such as a locked storage unit), and is maintained by the owner (typically the state or municipality) for a period of 2 years, when it can be disposed of in a landfill authorized to accept Asbestos Containing Waste Material.

# 3. Utility Map Notations

- a. Owner/operators would be required to note utility maps according to the actual location identified by the 6-digit latitude/longitude coordinates of the newly laid line.
- b. Notations would have to be maintained for the life of the new pipe by the owner (typically the state or municipality), and would have to be labeled as covered by a skim coat of ACM for future work.

# H. Trackable Pipeline Requirements

- 1. The owner/operator must ensure that the new pipeline is trackable/traceable by a locating wire (or other durable trackable material) laid with the new pipe.
- I. Slurry Removal, Containment, Labeling, and Transportation Requirements.
  - 1. The slurry is removed at vertical access points using a vacuum attached to a tank (vacuum truck).
  - 2. The owner/operator would be required to ensue that the slurry remains in an adequately wet state during the slurrification process and in containment throughout removal, transportation, and disposal processes meeting the requirements of 40 CFR 61.145 and 40 CFR 61.150.
  - 3. All slurry produced as a result of conducting ACPRP using the CTPS AWP must be labeled and transported in accordance with the corresponding requirements of 40 CFR 61.145 and 40 CFR 61.150 in Asbestos NESHAP. The only slurry that may remain is the skim coat on the new pipe from the ACPRP. This skim coat is not subject to the removal disposal requirements (subject to confirmation as non-friable by the friability test), if left undisturbed in the ground.
- J. Disposal Requirements The following requirements apply to disposal of the slurry resulting from an ACPRP conducted using the CTPS AWP.
  - 1. The slurry must be disposed of in slurry form and placed in leak-tight containers in a landfill authorized to accept ACWM and meeting the requirements of 40 CFR 61.154.

- 2. The slurry must be managed at the disposal site using procedures meeting the requirements of 40 CFR 61.154.
- 3. Th slurry must not be used in any public thoroughfare, in any private use as fill material, as cover material for at a landfill, or in any other use.
- 4. In accordance with the Asbestos NESHAP, the slurry must be disposed of as soon as practicable.
- K. Equipment Decontamination or Disposal
  - 1. CTPS AWP equipment used for conducting ACPRP may either be decontaminated or disposed of so that no ACM remains within or on the equipment after each ACPRP. Disposable lining/containers that prevent slurry from coming into direct contact with machinery may also be used.
  - 2. Water used in decontaminating is recommended to be contained and filtered before being released to storm water collection systems.
- L. Application of Asbestos NESHAP Requirements
  - 1. Except as noted in the Approved Alternative Work Practice for CTPS, all other requirements of Asbestos NESHAP apply to the CTPS AWP.
  - 2. It is important to note that that projects may not be broken up to avoid regulation under the Asbestos NESHAP.
- 3.08 RESTORATION
  - A. The CONTRACTOR shall restore all service pits, launching pits and disturbed surface areas to their original condition.
- 3.09 TESTING OF WATER & FORCEMAINS
  - A. Testing of water mains and forcemains shall be in accordance with local standards.

# END OF SECTION

**EXHIBIT D - Cement Mortar Lining for Potable Water** 

Section A1 -	Cement Mortar Lining (CML) For Potable Pipe	Quantity	<u>Unit</u>	<b>Unit Price</b>	<b>Extension</b>
A1.1	4" Installation of Cement Mortar Lining	1	LF	\$ 44.00	\$44.00
A1.2	6" Installation of Cement Mortar Lining	1	LF	\$ 44.00	\$44.00
A1.3	8" Installation of Cement Mortar Lining	1	LF	\$ 48.00	\$48.00
A1.4	10" Installation of Cement Mortar Lining	1	LF	\$ 50.00	\$50.00
A1.5	12" Installation of Cement Mortar Lining	1	LF	\$ 50.00	\$50.00
A1.6	14" Installation of Cement Mortar Lining	1	LF	\$ 52.00	\$52.00
A1.7	16" Installation of Cement Mortar Lining	1	LF	\$ 56.00	\$56.00
A1.8	20" Installation of Cement Mortar Lining	1	LF	\$ 60.00	\$60.00
A1.9	24" Installation of Cement Mortar Lining	1	LF	\$ 64.00	\$64.00
A1.10	30" Installation of Cement Mortar Lining	1	LF	\$ 68.00	\$68.00
A1.11	36" Installation of Cement Mortar Lining	1	LF	\$ 73.00	\$73.00
Note: Any C	ML over 36" will be on an individual quote basis.				
A1.12	4" - 8" CML Setup Charge Per Install Length	1	LF	\$ 15.00	\$15.00
A1.13	10" - 16" CML Setup Charge Per Install Length	1	LF	\$ 25.00	\$25.00
A1.14	20" - 30" CML Setup Charge Per Install Length	1	LF	\$ 35.00	\$35.00
A1.15	36" or Larger CML Setup Charge Per Install Length	1	LF	\$ 50.00	\$50.00
A1.16	4" - 10" Backyard Easement Setup Per Install Length	1	LF	\$ 3.00	\$3.00
A1.17	12" - 16" Backyard Easement Setup Per Install Length	1	LF	\$ 5.00	\$5.00
A1.18	CML Short Length Add-On(<200LF)	1	IN/DIA/FT	\$ 20.00	\$20.00

SUM TOTAL SECTION: \$762.00

# **Epoxy Lining for Potable Water**

Section A2 -	Epoxy Lining (EL) For Potable Pipe	Quantity	<u>Unit</u>	<b>Unit Price</b>		Extension
A2.1	6" Installation of Epoxy Lining	1	LF	\$	62.00	\$62.00
A2.2	8" Installation of Epoxy Lining	1	LF	\$	64.00	\$64.00
A2.3	10" Installation of Epoxy Lining	1	LF	\$	70.00	\$70.00
A2.4	12" Installation of Epoxy Lining	1	LF	\$	73.00	\$73.00
A2.5	14" Installation of Epoxy Lining	1	LF	\$	75.00	\$75.00
A2.6	16" Installation of Epoxy Lining	1	LF	\$	78.00	\$78.00
A2.7	20" Installation of Epoxy Lining	1	LF	\$	80.00	\$80.00
A2.8	24" Installation of Epoxy Lining	1	LF	\$	83.00	\$83.00
Note: Any El	_ over 24" will be on an individual quote basis.					
A2.9	4" - 8" Epoxy Lining Setup Charge Per Install Length	1	LF	\$	15.00	\$15.00
A2.10	10" - 16" Epoxy Lining Setup Charge Per Install Length	1	LF	\$	25.00	\$25.00
A2.11	20" - 30" Epoxy Lining Setup Charge Per Install Length	1	LF	\$	35.00	\$35.00
A2.12	36" or Larger Epoxy Lining Setup Charge Per Install Len	1	LF	\$	50.00	\$50.00
A2.13	4" - 10" Backyard Easement Setup Per Install Length	1	LF	\$	3.00	\$3.00
A2.14	12" - 16" Backyard Easement Setup Per Install Length	1	LF	\$	5.00	\$5.00
A2.15	Epoxy Lining Short Length Add-On(<200LF)	1	IN/DIA/FT	\$	20.00	\$20.00

SUM TOTAL SECTION: \$738.00

# **Vales for Potable Water**

Section A3 -	Installation of Gate Valve	<b>Quantity</b>	<u>Unit</u>	<b>Unit Price</b>	Extension
A3.1	6" Gate Valve Installation	1	EA	\$ 2,900.00	\$2,900.00
A3.2	8" Gate Valve Installation	1	EA	\$ 3,200.00	\$3,200.00
A3.3	10" Gate Valve Installation	1	EA	\$ 4,000.00	\$4,000.00
A3.4	12" Gate Valve Installation	1	EA	\$ 5,200.00	\$5,200.00
A3.5	14" Gate Valve Installation	1	EA	\$ 14,300.00	\$14,300.00
A3.6	16" Gate Valve Installation	1	EA	\$ 14,400.00	\$14,400.00
A3.7	20" Gate Valve Installation	1	EA	\$ 29,800.00	\$29,800.00
A3.8	24" Gate Valve Installation	1	EA	\$ 34,800.00	\$34,800.00

Note: Any Gate Valve Installation over 24" will be on an individual quote basis.

SUM TOTAL SECTION: \$108,600.00

# **Close Tolerance Pipe Slurrification**

Section A	A4 - Bypass for Sewer Pipelines and Associated Items	Quantity	<u>Unit</u>	<b>Unit Price</b>	Extension
A4.1	Bypass System Equip/pipe delivery, tear down, pick up 4"	1	EA	\$ 20,000.00	\$20,000.00
A4.2	Bypass System Equip/pipe delivery, tear down, pick up 6"	1	EA	\$ 25,000.00	\$25,000.00
A4.3	Bypass System Equip/pipe delivery, tear down, pick up 8"	1	EA	\$ 30,000.00	\$30,000.00
A4.4	Bypass System Equip/pipe delivery, tear down, pick up 12"	1	EA	\$ 60,000.00	\$60,000.00
A4.5	Bypass System Piping & Equipment	1	Week	\$ 40,000.00	\$40,000.00
A4.6	Set Up 4" Pump (Per Pump)	1	EA	\$ 2,000.00	\$2,000.00
A4.7	Set Up 6" Pump (Per Pump)	1	EA	\$ 3,000.00	\$3,000.00
A4.8	Set Up 8" Pump (Per Pump)	1	EA	\$ 4,000.00	\$4,000.00
A4.9	Set Up 12" Pump (Per Pump)	1	EA	\$ 5,000.00	\$5,000.00
A4.10	Set Up 4" Piping	1	LF	\$ 10.00	\$10.00
A4.11	Set Up 6" Piping	1	LF	\$ 25.00	\$25.00
A4.12	Set Up 8" Piping	1	LF	\$ 40.00	\$40.00
A4.13	Set Up 12" Piping	1	LF	\$ 50.00	\$50.00
A4.14	Set Up 18" Piping	1	LF	\$ 70.00	\$70.00
A4.15	Set Up >18" up to 30" Piping	1	LF	\$ 125.00	\$125.00
A4.16	Operate 4" pumping System (Fuel & Maint. Per pump)	1	DAY	\$ 1,000.00	\$1,000.00
A4.17	Operate 6" pumping System (Fuel & Maint. Per pump)	1	DAY	\$ 1,200.00	\$1,200.00
A4.18	Operate 8" pumping System (Fuel & Maint. Per pump)	1	DAY	\$ 1,500.00	\$1,500.00
A4.19	Operate 12" pumping System (Fuel & Maint. Per pump)	1	DAY	\$ 2,750.00	\$2,750.00
A4.20	Bypass Pump watch labor	1	DAY	\$ 3,000.00	\$3,000.00
A4.21	Bypass Line watch labor	1	DAY	\$ 3,000.00	\$3,000.00
A4.22	Plug rental 8" - 15"	1	DAY	\$ 500.00	\$500.00
A4.23	Plug rental 18" - 30"	1	DAY	\$ 1,000.00	\$1,000.00
A4.24	Plug rental >30"	1	DAY	\$ 1,500.00	\$1,500.00
A4.25	Bypass - Driveway Ramp (Setup, Operate, Maintain)	1	DAY	\$ 1,000.00	\$1,000.00
A4.26	Bypass - Street Ramp (Setup, Operate, Maintain)	1	DAY	\$ 1,000.00	\$1,000.00
A4.27	Bypass - Street Trenching for 8" Pipe (Setup, Operate, Maintain)	1	LF	\$ 500.00	\$500.00
A4.28	Bypass - Street Trenching for 12" Pipe (Setup, Operate, Maintain)	1	LF	\$ 550.00	\$550.00
A4.29	Bypass - Street Trenching for 18" Pipe (Setup, Operate, Maintain)	1	LF	\$ 600.00	\$600.00
A4.30	Bypass Plan (3rd Party Certified)	1	EA	\$ 5,000.00	\$5,000.00

SUM TOTAL SECTION: \$213,420.00

	A5 - Excavation	Quantity	<u>Unit</u>	Unit Price	Extension
A5.1	8" - 12" Point repair (0'- 8' deep)	1	EA	\$ 8,000.00	\$8,000.00
A5.2	8" - 12" Point repair (8'- 12' deep)	1	EA	\$ 10,000.00	\$10,000.00
A5.3	15" - 18" Point repair ( 0'-8' deep)	1	EA	\$ 10,000.00	\$10,000.00
A5.4	15" - 18" Point repair ( 8'-12' deep)	1	EA	\$ 12,000.00	\$12,000.00
A5.5	21" - 24" Point repair ( 0'-8' deep)	1	EA	\$ 20,000.00	\$20,000.00
A5.6	21" - 24" Point repair ( 8'-12' deep)	1	EA	\$ 25,000.00	\$25,000.00
A5.7	8" - 12" Point repair extra length	1	LF	\$ 300.00	\$300.00
A5.8	15" - 18" Point repair extra length	1	LF	\$ 400.00	\$400.00
A5.9	21" - 24" Point repair extra length	1	LF	\$ 500.00	\$500.00
A5.10	External reconnect (0'- 8' deep)	1	EA	\$ 3,000.00	\$3,000.00
A5.11	External reconnect (8'- 12' deep)	1	EA	\$ 3,500.00	\$3,500.00
A5.12	Extra length service over 5' long	1	LF	\$ 100.00	\$100.00
A5.13	Access Pit (0'-8' deep)	1	EA	\$ 5,000.00	\$5,000.00
A5.14	Access Pit (8'-12' deep)	1	EA	\$ 7,500.00	\$7,500.00
A5.15	Access Pit (>12'-15' deep)	1	EA	\$ 25,000.00	\$25,000.00
A5.16	Access Pit (>15'-20' deep)	1	EA	\$ 40,000.00	\$40,000.00
A5.17	Extra Depth Access Pit (>20VF)	1	VF	\$ 5,750.00	\$5,750.00
A5.18	Potholing for Nearby Utility Location (0'-8' deep up to 4Hr duration)	1	EA	\$ 5,000.00	\$5,000.00
A5.19	Potholing for Nearby Utility Location (8'-12' deep up to 4Hr duration)	1	EA	\$ 6,000.00	\$6,000.00
A5.20	Potholing for Nearby Utility Location (>12' deep up to 4Hr duration)	1	EA	\$ 70,000.00	\$70,000.00
A5.21	Trench safety	1	LF	\$ 25.00	\$25.00
A5.22	Modified Trench safety (other than conventional shore boxes)	1	VF	\$ 500.00	\$500.00
A5.23	Special shoring - Coffer dam	1	EA	\$ 25,000.00	\$25,000.00
A5.24	Cement stabilized sand	1	Ton	\$ 200.00	\$200.00
A5.25	Granular backfill	1	Ton	\$ 100.00	\$100.00
A5.26	Flowable Fill	1	CY	\$ 400.00	\$400.00
A5.27	Select backfill as designated by Owner	1	Ton	\$ 100.00	\$100.00
A5.28	Dewatering setup (well pointing)	1	EA	\$ 12,000.00	\$12,000.00
A5.29	Well point	1	LF	\$ 900.00	\$900.00
A5.30	Construction entrance	1	EA	\$ 9,000.00	\$9,000.00
A5.31	Install/Remove crushed rock road w/ filter fabric 15' wide	1	LF	\$ 150.00	\$150.00
A5.32	Access Matting Deliver	1	Load	\$ 5,000.00	\$5,000.00
A5.33	Acces Matting (per mat) Install/Pickup	1	EA	\$ 150.00	\$150.00
A5.34	Access Matting (per mat)	1	Day	\$ 50.00	\$50.00
A5.35	Extra hand excavation	1	CY	\$ 1,000.00	\$1,000.00
A5.36	4" to 8" Open Cut Replacement (0'-6' deep)	1	LF	\$ 300.00	\$300.00

A5.37	10" to 12" Open Cut Replacement (0'-6' deep)	1	LF	\$ 400.00	\$400.00
A5.38	15" to 18" Open Cut Replacement (0'-6' deep)	1	LF	\$ 500.00	\$500.00
A5.39	21" to 24" Open Cut Replacement (0'-6' deep)	1	LF	\$ 600.00	\$600.00
A5.40	Open Cut Extra Depth Add-On	1	LF	\$ 300.00	\$300.00
A5.41	Silt Fence	1	LF	\$ 15.00	\$15.00

Note: Any pipe excavation above 24" or digging item deeper than 12' is on an individual quote basis.

SUM TOTAL SECTION: \$313,740.00

Section A	A6 - Additional Associated Items	Quantity	<u>Unit</u>	<b>Unit Price</b>	Extension
A6.1	Repair/Rehab 2" Asphalt pavement	1	SY	\$ 250.00	\$250.00
A6.2	Repair/Rehab 6-8" Asphalt pavement	1	SY	\$ 250.00	\$250.00
A6.3	Saw Cutting	1	LF	\$ 30.00	\$30.00
A6.4	Repair/Rehab 8" Concrete pavement	1	SY	\$ 300.00	\$300.00
A6.5	Repair/Rehab 6" Concrete driveway	1	SF	\$ 140.00	\$140.00
A6.6	Repair/Rehab 4" Concrete sidewalk	1	SF	\$ 130.00	\$130.00
A6.7	Repair/Rehab Concrete curb and gutter	1	LF	\$ 100.00	\$100.00
A6.8	ADA Ramp	1	EA	\$ 10,000.00	\$10,000.00
A6.9	Sod	1	SY	\$ 25.00	\$25.00
A6.10	Hydromulch	1	SY	\$ 20.00	\$20.00
A6.11	Top soil	1	CY	\$ 300.00	\$300.00
A6.12	Grading	1	SY	\$ 150.00	\$150.00
A6.13	Repair/Rehab chain link fence with new	1	LF	\$ 100.00	\$100.00
A6.14	Repair/Rehab wooden fence with new	1	LF	\$ 100.00	\$100.00
A6.15	Traffic Control - Residential	1	Day	\$ 3,000.00	\$3,000.00
A6.16	Traffic Control - Lane Closure	1	Day	\$ 3,500.00	\$3,500.00
A6.17	Traffic Control - DOT or other governed agency	1	Day	\$ 4,000.00	\$4,000.00
A6.18	Flagmen	1	HR	\$ 100.00	\$100.00
A6.19	Traffic Guard - Shadow Vehicle	1	Day	\$ 2,500.00	\$2,500.00
A6.20	Lighted Arrow Board (Per Arrow Board)	1	Day	\$ 2,000.00	\$2,000.00
A6.21	Traffic Control Plan (3rd Party Certified)	1	EA	\$ 5,000.00	\$5,000.00

SUM TOTAL SECTION: \$31,995.00

Section A	Section A7 - Pressure Pipeline Bypass		<u>Unit</u>	<b>Unit Price</b>	Extension
A7.1	Set-up bypass of mainlines with 2"-4" AWWA approved bypass	1	LF	\$ 50.00	\$50.00
A7.2	Connection of each service from 2"-4" AWWA approved bypass	1	EA	\$ 1,000.00	\$1,000.00
A7.3	Operation of 2"-4" AWWA approved bypass	1	Day	\$ 1,000.00	\$1,000.00
A7.4	Set-up bypass of mainlines with 6"-8" AWWA approved bypass	1	LF	\$ 100.00	\$100.00
A7.5	Connection of each service from 6"-8" AWWA approved bypass	1	EA	\$ 1,500.00	\$1,500.00
A7.6	Operation of 6"-8" AWWA approved bypass	1	Day	\$ 1,500.00	\$1,500.00
A7.7	Set-up bypass of mainlines with 10"-12" AWWA approved bypass	1	LF	\$ 100.00	\$100.00
A7.8	Connection of each service from 10"-12" AWWA approved bypass	1	EA	\$ 2,000.00	\$2,000.00
A7.9	Operation of 10"-12" AWWA approved bypass	1	Day	\$ 2,000.00	\$2,000.00

SUM TOTAL SECTION: \$9,250.00

Section A	A8 - Fusible PVC Installation by Close Tolerance Pipe Slurrification (CTPS)				
A8.1	Short Length Setup < 100 LF	1	IN/DIA/LF	\$ 100.00	\$100.00
A8.2	4" DR 14 DIPS Fusible PVC®	1	LF	\$ 150.00	\$150.00
A8.3	4" DR 18 DIPS Fusible PVC®	1	LF	\$ 140.00	\$140.00
A8.4	6" DR 14 DIPS Fusible PVC®	1	LF	\$ 160.00	\$160.00
A8.5	6" DR 18 DIPS Fusible PVC®	1	LF	\$ 150.00	\$150.00
A8.6	6" DR 25 DIPS Fusible PVC®	1	LF	\$ 145.00	\$145.00
A8.7	8" DR 14 DIPS Fusible PVC®	1	LF	\$ 170.00	\$170.00
A8.8	8" DR 18 DIPS Fusible PVC®	1	LF	\$ 160.00	\$160.00
A8.9	8" DR 25 DIPS Fusible PVC®	1	LF	\$ 150.00	\$150.00
A8.10	10" DR 14 DIPS Fusible PVC®	1	LF	\$ 180.00	\$180.00
A8.11	10" DR 18 DIPS Fusible PVC®	1	LF	\$ 170.00	\$170.00
A8.12	10" DR 25 DIPS Fusible PVC®	1	LF	\$ 150.00	\$150.00
A8.13	12" DR 14 DIPS Fusible PVC®	1	LF	\$ 190.00	\$190.00
A8.14	12" DR 18 DIPS Fusible PVC®	1	LF	\$ 180.00	\$180.00
A8.15	12" DR 25 DIPS Fusible PVC®	1	LF	\$ 170.00	\$170.00
A8.16	14" DR 14 DIPS Fusible PVC®	1	LF	\$ 200.00	\$200.00
A8.17	14" DR 18 DIPS Fusible PVC®	1	LF	\$ 190.00	\$190.00
A8.18	14" DR 21 DIPS Fusible PVC®	1	LF	\$ 180.00	\$180.00
A8.19	14" DR 25 DIPS Fusible PVC®	1	LF	\$ 170.00	\$170.00
A8.20	16" DR 14 DIPS Fusible PVC®	1	LF	\$ 210.00	\$210.00
A8.21	16" DR 18 DIPS Fusible PVC®	1	LF	\$ 200.00	\$200.00
A8.22	16" DR 21 DIPS Fusible PVC®	1	LF	\$ 190.00	\$190.00
A8.23	16" DR 25 DIPS Fusible PVC®	1	LF	\$ 180.00	\$180.00
A8.24	18" DR 18 DIPS Fusible PVC®	1	LF	\$ 300.00	\$300.00

A8.25	18" DR 21 DIPS Fusible PVC®	1	LF	\$ 290.00	\$290.00
A8.26	18" DR 25 DIPS Fusible PVC®	1	LF	\$ 280.00	\$280.00
A8.27	20" DR 14 DIPS Fusible PVC®	1	LF	\$ 400.00	\$400.00
A8.28	20" DR 18 DIPS Fusible PVC®	1	LF	\$ 390.00	\$390.00
A8.29	20" DR 21 DIPS Fusible PVC®	1	LF	\$ 380.00	\$380.00
A8.30	20" DR 25 DIPS Fusible PVC®	1	LF	\$ 370.00	\$370.00
A8.31	24" DR 18 DIPS Fusible PVC®	1	LF	\$ 500.00	\$500.00
A8.32	24" DR 21 DIPS Fusible PVC®	1	LF	\$ 490.00	\$490.00
A8.33	24" DR 25 DIPS Fusible PVC®	1	LF	\$ 480.00	\$480.00
A8.34	Freight for Fusible PVC®	1	Per Truck	\$ 6,250.00	\$6,250.00
A8.35	Mobilization/Demobilization for CTPS	1	Per Event	\$ 30,000.00	\$30,000.00
A8.36	Fusion Services for 4"-12" Fusible PVC®	1	Day	\$ 6,000.00	\$6,000.00
A8.37	Fusion Services for 14"-16" Fusible PVC®	1	Day	\$ 7,000.00	\$7,000.00
A8.38	Fusion Services for 18"- 24" Fusible PVC®	1	Day	\$ 8,000.00	\$8,000.00
A8.39	Fusion Services for 30"- 36" Fusible PVC®	1	Day	\$ 10,000.00	\$10,000.00
A8.40	Pressure testing	1	IN/DIA/LF	\$ 10.00	\$10.00
A8.41	Install Fire Hydrant	1	EA	\$ 10,000.00	\$10,000.00
A8.42	Ductile Iron Fittings, Restraints, Hardware	1	LB	\$ 50.00	\$50.00
A8.43	3-Way Fire Hydrant Assembly	1	EA	\$ 6,500.00	\$6,500.00
A8.44	Salvage Existing Fire Hydrant	1	EA	\$ 1,000.00	\$1,000.00
A8.45	12 Ga. Tracer Wire	1	LF	\$ 10.00	\$10.00
A8.46	Connect to Existing Water Meter(include new angle valve)	1	EA	\$ 1,500.00	\$1,500.00
A8.47	Furnish & Install New Water Meter & Box	1	EA	\$ 2,500.00	\$2,500.00
A8.48	Remove Existing Valve & Box	1	EA	\$ 2,500.00	\$2,500.00
A8.49	Install 4" Gate Valve	1	EA	\$ 4,000.00	\$4,000.00
A8.50	Install 6" Gate Valve	2	EA	\$ 6,000.00	\$6,000.00
A8.51	Install 8" Gate Valve	3	EA	\$ 8,000.00	\$8,000.00
A8.52	Install 10" Gate Valve	4	EA	\$ 10,000.00	\$10,000.00
A8.53	Install 12" Gate Valve	5	EA	\$ 12,000.00	\$12,000.00
A8.54	Reconnect Services to Main	6	EA	\$ 5,000.00	\$5,000.00
A8.55	Remove Asbestos Containing Material - Slurry/Soil	1	CY	\$ 750.00	\$750.00
A8.56	Remove Asbestos Containing Material - Pipe	1	TN	\$ 750.00	\$750.00
A8.57	1-Inch HDPE Potable Water Service Line (Long Service) including new angle stop	1	LF	\$ 200.00	\$200.00
A8.58	1-Inch HDPE Potable Water Service Line (Long Service) including new angle stop	1	LF	\$ 200.00	\$200.00

SUM TOTAL SECTION: \$145,985.00

Section A	A9 - Right-of-Way Maintenance				
A9.1	ROW Clearing - (typical up to 20 feet wide)	1	LF	\$ 75.00	\$75.00
A9.2	ROW Maintenance - (typical up to 20 feet wide)	1	LF	\$ 25.00	\$25.00
A9.3	Tree removal and disposal 1" - 6"	1	EA	\$ 3,000.00	\$3,000.00
A9.4	Tree removal and disposal 6" - 12"	1	EA	\$ 5,000.00	\$5,000.00
A9.5	Install 14' Gate	1	EA	\$ 7,500.00	\$7,500.00
A9.6	Technical Field Support	1	HR	\$ 150.00	\$150.00

SUM TOTAL SECTION: \$15,750.00



File #: FI-R-0121-24 Agenda Date: 7/9/2024 Agenda #: 9.J.

# APPROVAL OF EMPLOYEE COMPENSATION AND JOB CLASSIFICATION ADJUSTMENTS

WHEREAS, appropriations for the 1000-1120 FUND for Fiscal Year 2024 were adopted by the County Board pursuant to Ordinance FI-O-0009-23; and

WHEREAS, the DuPage County Employee Policy Manual, Compensation Practices Policy, states salary adjustments, outside of those specifically authorized by the County Board or recognized collective bargaining agreements, must be reviewed by the Finance Department. These requests should be included within the Department's annual fiscal budget; and

WHEREAS, the DuPage County Employee Policy Manual, Job Evaluation/Headcount Title Changes Policy, states job evaluations and headcount title change requests should be included within the annual fiscal budget process. Requests made outside of the annual fiscal budget process must obtain approval from the Chief Financial Officer (or designee), Chief Human Resources Officer and County Board Chair designee and complete all documents as part of the request.

NOW, THEREFORE BE IT RESOLVED that the positions as specified below be placed on the regular, parttime or temporary payroll salaries, classifications, and with the effective date as more particularly set forth below:

## **GENERAL FUND**

# JOB RECLASSIFICATION

**Human Resources** 

Effective July 10, 2024

Yamika Johnson, Administrative Assistant, from Human Resources Assistant Class 1164, Range 311 at \$67,000 per year, from Class 1621, Range 110 at \$56,270 per year

# **SALARY ADJUSTMENT**

Human Resources

Effective July 10, 2024

Nellie Godinez, Compensation and Benefits Coordinator

Class 1608, Range 312 at \$90,000 per year, from

Class 1608, Range 312 at \$83,430 per year

Enacted and approved this 9<sup>th</sup> day of July, 2024 at Wheaton, Illinois.

	DEBORAH A. CONROY, CHAIR
	DU PAGE COUNTY BOARD
Attest:	
	JEAN KACZMAREK, COUNTY CLERK

# Finance Resolution





File #: FI-R-0122-24 Agenda Date: 7/9/2024 Agenda #: 9.K.

# BUDGET TRANSFERS VARIOUS COMPANIES AND ACCOUNTING UNITS FISCAL YEAR 2024

WHEREAS, it appears that certain appropriations for various County companies and accounting units are insufficient to cover necessary expenditures for the balance of the 2024 fiscal year; and

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

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

Enacted and approved this 9th day of July, 2024 at Wheaton, Illinois.

	DEBORAH A. CONROY, CHAIR DU PAGE COUNTY BOARD
Attest:	
	IFAN KAC7MAREK COUNTY CLERK

-	5000			N <del></del>		LIHEAP GRANTS		_	
From	: 5000 Company #	-		From	: Company/Acco	unting Unit Name			
	Salasta enfact.					Finance De	ept Use Only		
Accounting			Available Balance						
Unit	Account	Sub-Account	Title		Amount	Prior to Transfer	After Transfer	Balance	B/S Fund
1420	53806		SOFTWARE & MAINTENANCE	\$	500.00	571.00	71.00	6/24/24	5000-9101
								1	
				1					
			Total	5	500.00				
			-		300.00				
						LIHEAP GRANTS			
To:		3		To: C	ompany/Account	ing Unit Name		-	
	Company #					Finance De	-1-1		
Accounting							pt Use Only Balance	Date of	
Unit	Account	Sub-Account	Title		Amount	Prior to Transfer	After Transfer	Balance	B/S Fund
1420	54107		SOFTWARE	\$	500.00	0	500,00	6/24/24	5000-9101
								8	
			Total	s	500.00				
	Reason for Requ	uest:	The purpose of this hudget transfer is to assist for defe	. C l					
			The purpose of this budget transfer is to provide funds for	rcaran	soft Survey Syste	m.			
								6/21	20.
				Denar	ттепт неаф //			Date	29
				Ссра	the children of the children o	\mathcal{M}		10 1.	. 1
	4.41.4					W		MICHA	M
	Activity	7	24-224028 (optional)	Chief I	inancial Officer			Date *	1
			****Please sign in blue ink on t	he orig	inal form****				
ſ			Finance Department Use Only	,					
	7	4		,					
	Fiscal Year	Budget Jo	ournal # Acctg Period						
	Entered By/Dat	:e	Released & Posted	By/Dat	e				

HS-7/2/24 FIN/CB-7/9/24



From:				_		CASE COORD UNIT	GKIS	
	5000 Company #			From:	Company/Acco	unting Unit Name		
	company #					-		
counting							ept Use Only le Balance	D
Unit	Account	Sub-Account	Title		Amount	Prior to Transfer	After Transfer	Date of
	100000000000	1				37,125,30		Balance
1720	53260	0000	WIRELESS COMMUNICATION SVC	\$	4,000.00	3 (163,50	33,125.30	6/24/24
		1						
				+-				
				-				
			Total	\$	4,000.00			
					AGING	CASE COORD UNIT	GRTS	
To:	5000	<u> </u>		To: Co	mpany/Account	ing Unit Name		-
	Company #							
counting							pt Use Only	
Unit	Account	Sub-Account	Title				e Balance	Date of
			Factoring and Section 1997	1000	Amount	Prior to Transfer	After Transfer	Balance
1720	54107	0000	SOFTWARE	\$	1,683.00	٥	1,683.00	6/24/29
1720	53807	0000	SUBSCRIPTION IT ARRANGEMENTS	\$	2,317.00	0	2,317.00	6/24/24
				+				
				+				
			Total	\$	4,000.00			
	Reason for Req	wast:						
	e ason for neg	dest.	Budget transfer to move fund from wireless commun	isation of	f the senier are			
			software subsciption purchase order.	ication o	the sellion gra	int to to cover the	cost for a new	
						1		
						2		41
						0		8/24
				Depare	пене журр			8/24
				Depart		M		Blau Clx
					W (	W		8/24 6/8/
	Activity		24-7035		nancial Officer	W		8/24 Date / X
	Activity		(optional)	Chief Fi		M		8/24 6/35/ Date
_	Activity		(optional) ****Please sign in blue ink on	Chief Fi		M		Blace G [X]
ſ	Activity	· /-	(optional)  ****Please sign in blue ink on  Finance Department Use On	Chief Fi		M		Slave G(X)
F	Activity	4 Budget J	(optional) ****Please sign in blue ink on	Chief Fi		M		8/24 6/8/ Date
1	7		(optional)  ****Please sign in blue ink on  Finance Department Use On	Chief Fi	nal form***	M		8/24 6(8) Date

HS-7/2/24 FIN/CB-7/9/24



From:	5000 Company #	<u> </u>		From		JNITY SVCS BLOCK G unting Unit Name	RANTS	26
counting Unit	Account	Sub-Account	Title		Amount		ept Use Only e Balance After Transfer	Date of Balance
1650	53820	0000	GRANT SERVICES	\$	8,393.00		316,383.12	6/24/24
1030	33820	0000	GRAINT SERVICES	,	8,393.00	501,110,10	3,4,505,12	0/21/21
			Total	\$	8,393.00 COMMU	INITY SVCS BLOCK G	RANTS	
To:	5000 Company #	-		To: Co	ompany/Account	ing Unit Name		
counting							pt Use Only	Det :
counting Unit	Account	Sub-Account	Title		Amount	Available Prior to Transfer	e Balance After Transfer	Date of Balance
		1				O Transfer	1,683.00	1/01/01
1650 1650	54107 53807	0000	SOFTWARE SUBSCRIPTION IT ARRANGEMENTS	\$	1,683.00 6,710.00	D	6,710.00	6/24/24
								10-17-1
				+				
į	Reason for Req	quest:	Budget transfer to move the fund from grant services order for CSBG grant.	to cover	8,393.00	new software subso	cription purchase	
								. 1
				Depar	tment Head	Ø T		Date (1)
	Activity		24-231028 (optional)  ****Please sign in blue ink or		inancial Officer			Date
	9	<b>A</b> -	Finance Department Use O	nly				
			Journal # Acctg Period					
E	Entered By/Da	ite	Released & Poste	d By/Dat	e			

HS-7/2/24 FINICB-7/9/24 B

From:	1000			Fron		ERIFF ADMINISTRATI	ON	-
	Company #	_			900 900	57	W86 9242	
Name and Second							ept Use Only e Balance	Date of
Accounting Unit	Account	Sub-Account	Title		Amount	Prior to Transfer	After Transfer	Balance
		Jub-Account						1121121
4400	53400	-	RENTAL OF OFFICE SPACE	\$	124,580.00	124,580.00	0	6/24/67
		-		+				
			Total	\$	124,580.00			
				-		_		
					SHE	ERIFF ADMINISTRATI	ON	
To:	1000			To: (	Company/Accoun			-
-	Company #	_			company, recoun	cing office voluce		
						Finance De	ept Use Only	
Accounting							e Balance	Date of
Unit	Account	Sub-Account	Title	_	Amount	Prior to Transfer	After Transfer	Balance
4400	54000	0700	BUILDING LEASES	\$	124,580.00	174,420,00	299,000.00	6/24/24
	·			+				
		-		-				
	(			_				
			ITotal	\$	124,580.00			
			1001	7	124,500.00	1		
	Reason for Rea	quest:						
			Budget transfer necessary due to new accounting treatm	ent fo	r lease			
							1	
								1.1
								6/70
								Date 1
			· ·	19		IAU		I. An
						/ <b>//W</b>		(120) of
	Activity	/		Chie	f Financial Officer			Date
			(optional)	200	777-772-774-444			
			****Please sign in blue ink on	the o	riginal form****			
ं			Finance Department Use On	nlv				
		21	12					
	Fiscal Year	Budget !	Journal # Acctg Period					
	Entered By/D	ate	Released & Poster	d By/D	ate			

JPS - 7/2/24 FIN/CB-7/9/24

A

From:	From: 1600 STORMWATER MANAGEMENT  From: Company/Accounting Unit Name								
Accounting	Company #		-			Available	pt Use Only e Balance	Date of	
Unit	Account	Sub-Account	Title	T	Amount	Prior to Transfer	After Transfer	8alance	8/S Fund
3000	54000		LAND/RIGHT OF WAY	\$	40,000.00	500,000.00	460,000.00	6/20/24	1600-9100
			Total	\$	40,000.00				
To:	1600 Company #				STOR ompany/Accoun	MWATER MANAGEN	IENT	-	
Accounting							pt Use Only Balance	Date of	
Unit	Account	Sub-Account	Title		Amount	Prior to Transfer	After Transfer	Balance	8/S Fund
3000	54120		AUTOMOTIVE EQUIPMENT	\$	40,000.00	79,438.50	119,438.50	6/20/24	1600-9100
			Total	\$	40,000.00				
	Reason for Req	uest:							
			Budget transfer needed for the purchase of County vehi service garage to ensure the Department's fleet is safe f service after recent inspections. Vehicle replacement has vehicles have recently been removed from service prior t	or emp	loyee use, seve part of the depar	ral vehicles have bee rtment's long-term b	n removed from udget; however,		
		.9		Depart	ипен неао	<u> </u>		06.20.	24
	Activity		(optional)		Financial Officer	,	0	Date	1
			**** Please sign in blue ink on		ginal form****				
	Fiscal Year 2	4 Budget	Finance Department Use Onl	у					
	Entered By/Da	te	Released & Posted	By/Da	te				

SW - 7/2/24 FIN/CB - 7/9/24 A

From:	1600 Company #	-		From		MWATER MANAGEN ounting Unit Name	MENT	-	
Accounting	Company #						ept Use Only e Balance	Date of	
Unit	Account	Sub-Account	Title		Amount	Prior to Transfer	After Transfer	Balance	8/S Fund
3000	54060		DRAINAGE SYSTEM INFRASTRUCTURE	s	153,224.00	900,258.14	747,034.14	6/20/24	1600-9100
			STORING STORING NASTROCTORIE	ľ	133,224.00	700,72	7,1,00,1,1	0,20,21	1000-3100
				-					
			Total	\$	153,224.00				
To:	1600			To: C	STOR	MWATER MANAGEN	1ENT	-	
	Company #					Finance De	pt Use Only		
Accounting		5. h. A	7.1				e Balance	Date of	
Unit	Account	Sub-Account	Title		Amount	Prior to Transfer	After Transfer	Balance	B/S Fund
3000	54110		EQUIPMENT AND MACHINERY	Š	153,224.00	61,360.00	214,584.00	6/20/24	1600-9100
100			Total	Ś	153,224.00				
	Reason for Req		Budget transfer is for the purchase of a back up general	tor it wa	s removed from	the overall project b	id to purchase as		
			a stand alone piece of capital equipment due to excessiv	ve lead t	me for this item.	FOR Arms	Rong PARK		
				22					
				-				16.20	2024
				Deba	THEIR HEAD	W		6/8	124
	Activity		(optional)  ****Please sign in blue ink or		Financial Officer	1		Date	
			Finance Department Use Or						ř
	Fiscal Year	24 Budget J	ournal # Acctg Períod	illy					
	Entered By/Da	ite	Released & Poste	d By/Da	te				

SW-7/2/24 FIN/CB-7/9/24 K

# Finance Resolution





File #: FI-R-0125-24 Agenda Date: 7/9/2024 Agenda #: 9.L.

# 2025 HOLIDAY SCHEDULE

WHEREAS, County holidays should be reviewed from time to time; and

WHEREAS, County holidays should be coordinated as much as possible with the Courts holiday schedule.

NOW, THEREFORE, BE IT RESOLVED that the number of holidays County employees receive in 2025 should be twelve; and

BE IT FURTHER RESOLVED that the following days shall be designated as County holidays for 2025:

Holiday	Day of the Week	Date of Observation
New Year's Day	Wednesday	January 1, 2025
Martin Luther King Day	Monday	January 20, 2025
Presidents' Day	Monday	February 17, 2025
Memorial Day	Monday	May 26, 2025
Juneteenth	Thursday	June 19, 2025
Independence Day	Friday	July 4, 2025
Labor Day	Monday	September 1, 2025
Columbus Day	Monday	October 13, 2025
Veterans Day	Tuesday	November 11, 2025
Thanksgiving Day	Thursday	November 27, 2025
Day after Thanksgiving	Friday	November 28, 2025
Christmas Day	Thursday	December 25, 2025

٠	าก	А
	an	u

BE IT FURTHER RESOLVED that the above designated holidays shall be part of County Board Personnel Policy and in subsequent years, the same schedule will be observed, unless deemed differently by the County Board; and

BE IT FURTHER RESOLVED that the County Clerk shall distribute a copy of this resolution to all departments and elected offices.

Enacted and approved this 9th of July, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest:			
	JEAN KACZMAREK,	COUNTY	CLERK

# Care Center Requisition \$30,000 and Over



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

# AWARDING RESOLUTION ISSUED TO KEURIG DR. PEPPER/THE AMERICAN BOTTLING COMPANY FOR BEVERAGES AND FOUNTAIN DRINKS FOR THE DUPAGE CARE CENTER AND CAFES ON COUNTY CAMPUS (CONTRACT TOTAL AMOUNT \$30,600.00)

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

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a contract to Keurig Dr. Pepper/The American Bottling Company, for beverages and fountain drinks, for the period of June 30, 2024 through June 29, 2025, for the DuPage Care Center and Cafes on County Campus.

NOW, THEREFORE BE IT RESOLVED, that said contract is for beverages and fountain drinks, for the period of June 30, 2024 through June 29, 2025 for the DuPage Care Center and Cafes on County Campus per bid renewal #22-056-DCC, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Keurig Dr. Pepper/The American Bottling Company, 400 N. Wolf Road, Suite A, Northlake, Illinois 60164, for a contract total amount of \$30,600.00.

Enacted and approved this 9th d	y of July, 2024 at	Wheaton, Illinois.
---------------------------------	--------------------	--------------------

	DEBORAH A. CONROY, CHAIR
	DU PAGE COUNTY BOARD
Attest:	
7 Ittost.	JEAN KACZMAREK, COUNTY CLERK



# Procurement Review Comprehensive Checklist Procurement Services Division

This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION						
General Tracking		Contract Terms				
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST:			
24-1856	22-056-DCC	1 YR + 3 X 1 YR TERM PERIODS	\$50,900.00			
COMMITTEE:	TARGET COMMITTEE DATE:	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS:			
HUMAN SERVICES	07/02/2024	3 MONTHS	\$113,900.00			
	CURRENT TERM TOTAL COST:	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD:			
	\$30,600.00	FOUR YEARS	SECOND RENEWAL			
Vendor Information		Department Information				
VENDOR:	VENDOR #:	DEPT:	DEPT CONTACT NAME:			
Keurig Dr. Pepper/The American Bottling Company	29088	DuPage Care Center	Mario Plata			
VENDOR CONTACT:	VENDOR CONTACT PHONE:	DEPT CONTACT PHONE #:	DEPT CONTACT EMAIL:			
Susan Milbratz	708/-990-0492	630-784-4416	mario.plata@dupagecounty.gov			
VENDOR CONTACT EMAIL:	VENDOR WEBSITE:	DEPT REQ #:				
susan.milbatz@kdrp.com		7459				

#### 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.). Beverages & fountain drinks, for the DuPage Care Center and Cafes' on County Campus, for the period July 30, 2024 through July 29, 2025, for a contract amount not to exceed \$30,600.00, under bid renewal #22-056-DCC, second of three one-year optional renewals.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished

To enhance menu variety with the County Cares as well as catering needs for scheduled various County meetings, seminars & gatherings.

SECTION 2: DECISION MEMO REQUIREMENTS						
DECISION MEMO NOT REQUIRED RENEWAL	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.					
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.					

	SECTION 3: DECISION MEMO						
SOURCE SELECTION	Describe method used to select source.						
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).						

Form under revision control 05/17/2024 679

	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: Purchas	se Requisition Informat	ion
Send Purch	ase Order To:	Seno	l Invoices To:
Vendor: Keurig Dr. Pepper/The American Bottling Company	Vendor#: 29088	Dept: DuPage Care Center	Division: Dining Services
Attn: Susan Milbratz	Email: susan.milbratz@kdrp.com	Attn: Mario Plata	Email: mario.plata@dupagecounty.gov
Address: 400 N. Wolf Road, Ste A	City: Northlake	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 29088	State:	Zip: 60187
Phone: 708-990-0492	Fax:	Phone: 630-784-4416	Fax:
Send Pa	yments To:	Ship to:	
Vendor: Keurig Dr. Pepper/The American Bottling Company	Vendor#: 29088	Dept: DuPage Care Center	Division: Dining Services
Attn: Accounts Payable	Email: AP.invoicing@dpsg.com	Attn: Mario Plata	Email: mario.plata@dupagecounty.gov
Address: 21431 Network Place	City: Chicago	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 60673-1214	State:	Zip: 60187
Phone: 972-673-7000 #6	Fax:	Phone: 630784-4416	Fax:
Shi	pping	Cor	ntract Dates
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): July 30, 2024	Contract End Date (PO25): July 29, 2025

Form under revision control 05/17/2024 680

	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		Beverages & fountain drinks	FY24	1200	2025	52210		3,400.00	3,400.00
2	1	EA		Beverages & fountain drinks	FY24	1200	2100	52210		6,800.00	6,800.00
3	1	EA		Beverages & fountain drinks	FY25	1200	2025	52210		6,800.00	6,800.00
4	1	EA		Beverages & fountain drinks	FY25	1200	2100	52210		13,600.00	13,600.00
FY is required, ensure the correct FY is selected. Requisition Total						\$ 30,600.00					

Comments					
HEADER COMMENTS	Provide comments for P020 and P025.  Beverages & fountain, for the DuPage Care Center and Cafes' on County Campus, for the period July 30, 2024 through July 29, 2025, for a contract amount not to exceed \$30,600.00, under bid renewal #22-056-DCC, second of three one-year optional renewals.				
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.  July 2, 2024 Human Services Committee July 9, 2024 County Board Meeting				
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.				

Form under revision control 05/17/2024 681



# AMENDMENT FOR CONTRACT RENEWAL

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and Keurig Dr. Pepper dba The American Bottling Company located at 400 N Wolf Road, Suite A, Northlake, IL 60164, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #22-056-DCC which became effective on 7/30/2022 and which will expire 7/29/2024. The contract is subject to a second of three options to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature and shall terminate on 7/29/2025.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, as specified in the original contract.

Signatur	CONTRACTOR e on File	THE COUNTY OF DUPAGE		
ν	SIGNATURE	SIGNATURE		
	James Hall PRINTED NAME	Brian Rovik PRINTED NAME		
	Supervisor, Immediate Comsumption PRINTED TITLE	Buyer I PRINTED TITLE		
	6/18/24			
	DATE	DATE		



# THE COUNTY OF DUPAGE FINANCE - PROCUREMENT CANNED & BOTTLED BEVERAGES 22-056-DCC BID TABULATION

					V	~	
				The America Comp		•	
NO.	ITEM	UOM	QTY	Р	RICE	EX	KTENDED PRICE
1	Soda - 20 oz. Bottle (Case of 24)	CS	1,990	\$	18.50	\$	36,815.00
2	Soda - 12 oz. Can (Case of 24)	cs	30	\$	8.25	\$	247.50
3	Sport Drink - 20 oz. Bottle (Case of 24)	CS	360	\$	18.00	\$	6,480.00
4	Water - 20 oz. Bottle (Case of 24)	CS	260	\$	12.00	\$	3,120.00
5	MIX BOX (BIB) 2.5 Gallon Standard	GAL	30	\$	47.80	\$	1,434.00
6	MIX BOX (BIB) 5 Gallon Standard	GAL	45	\$	91.70	\$	4,126.50
				GRAN	D TOTAL	\$	52,223.00

NOTES

Bid Opening 6/9/2022 @ 2:30 PM	VC, SJ
Invitations Sent	5
Total Vendors Requesting Documents	0
Total Bid Responses	1

Contractor shall provide a general history, description, and status of their Company.

## SECTION 7 - BID FORM PRICING

Any quantities shown are estimated and are provided for bid canvassing purposes.

NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	Soda - 20 oz. Bottle (Case of 24)	cs	1,990	\$ <sub>18.50</sub>	\$ 36,815
2	Soda - 12 oz. Can (Case of 24)	cs	30	\$8.25	\$247.50
3	XXXt Drink - XXXXXXttle (Case of 24) Snapple16oz	CS	360	<sup>\$</sup> 18.00	\$6480
4	Water - 20 oz. Bottle (Case of 24)	CS	260	<sup>\$</sup> 12.00	\$3120
5	MIX BOX (BIB) 2.5 Gallon Standard	GAL.	30	\$47.80	\$ <sub>1434</sub>
6	MIX BOX (BIB) 5 Gallon Standard	GAL	45	\$91.70	\$4126.50
				GRAND TOTAL	\$ 52,223
SRAND In word	TOTAL				

# PRODUCT DONATION

Keurig Dr Pepper will provide an annual 30 case product donation (12oz cans/15.9oz bottled water) to be used as mutually agreed upon for special events

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

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

# CONTRACT ADMINISTRATION INFORMATION:

	NDENCE TO CONTRACTOR:	REMIT TO CO	ONTRACTOR:
NAME	Keurig Dr Pepper	NAME	The American Boltling Company DBA Keurig Dr Peppe
CONTACT	Susan Milbratz	CONTACT	Accounts Payable
ADDRESS	400 N Wolf Road - Suite A	ADDRESS	21431 Network Place
CITY ST ZIP	Northlake, IL 60164	CITY ST ZIP	Chicago, IL 60673-1214
TX	708-990-0492	TX	972-673-7000 #6
FX	708-947-5113	FX	
EMAIL	susan.milbratz@kdrp.com	EMAIL	AP.Invoicing@dpsg.com
COUNTY BIL	L TO INFORMATION:	COUNTY SHI	P TO INFORMATION:
		Attn: Mario Pla 400 North Cou Wheaton, JL 6 TX: (630) 407 DuPage Count Attn: Rafael L 421 North Cou Wheaton, JL 6 TX: (630) 407	Inty Farm Road 0187 -4416 By JTK Administration Building Opez Inty Farm Road 0187 -5760 By Judicial Office Facility a Inty Farm Road 0187

ALL MATERIALS MUST BE BID AND SHIPPED F O B. DELIVERED (FREIGHT INCLUDED IN PRICE)

# **SECTION 8 - BID FORM SIGNATURE PAGE**

The Contractor agrees to provide the service, and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

Signature on File

(Signature and Title)
Susan Milbratz-Business Development Representative

CORPORATE SEAL (If available)

BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

> THE COUNTY OF DUPAGE CANNED & BOTTLED BEVERAGES 22 056-DCC PAGE 18 of 29

# SECTION 9 - MANDATORY FORM CANNED & BOTTLED BEVERAGES 22-056-DCC

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION) Full Name of Bidder KEURIG DR PEPPER Main Business Address 400 N Wolf Road - Suite A City, State, Zip Code Northlake, IL 60164 Telephone Number Email 708-990-0492 Address susan.milbratz@kdrp.com Bid Contact Person Susan Milbratz The undersigned certifies that he is: the Owner/Sole a Member authorized to an Officer a Member of the Joint Proprietor sign on behalf of the Corporation Venture Partnership Herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows: Paul Bartone-Director, Immediate Consumption James Hall, Supervisor, Immediate Consumption 次を対めるなどの対象を対象 Sijifredo Diaz, Manager, Immediate Consumption KAKKKAKK KIKIKIKAKA Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Officer, DuPage County, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. . \_, \_\_\_\_, and issued thereto. Further, the undersigned proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus, and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed. Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33 E-4, bid rigging or bid-rotating, or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act The undersigned certifies that he has examined and carefully prepared this bid and has checked the same in detail before submitting this bid, and that the statements contained herein are true and correct, If a Corporation, the undersigned, further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed nor modified, and that the same remain in full force and effect. (Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

> THE CONTROL DURAGE CANDIDATED FOR BURGES STREETS, PAGE 19 M 20



# **Required Vendor Ethics Disclosure Statement**

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: 06/18/24
Bid/Contract/PO #: 22-056-DCC

Company Name: Keurig Dr Pepper	Company Contact: Susan Milbratz
Contact Phone: 708-990-0492	Contact Email: susan.milbratz@kdrp.com

# The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

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

V	NONE (check here) -	If no contributions have bee	n made		
	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.

M	NONE	(check	here)	- If no	contacts	have been	made
---	------	--------	-------	---------	----------	-----------	------

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

# Continuing disclosure is required, and I agree to update this disclosure form as follows:

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

# The full text for the county's ethics and procurement policies and ordinances are available at:

http://www.dupagecounty.gov/government/county board/ethics at the county/

I hereby acknowle	dge that Have received have read, and understand these requirements.	
Authorized Signatu	Signature on File  ire	
Printed Name	James Hall	
Title	Supervisor, Immediate Comsumption	
Date	6-18-24	
ttach additional sl	neets if necessary. Sign each sheet and number each page. Page of	(total number of pages)

(total number of page

# Care Center Requisition \$30,000 and Over

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



File #: HS-P-0026-24 **Agenda Date:** 7/2/2024 **Agenda #:** 14.B.

# AWARDING RESOLUTION ISSUED TO ALPHA BAKING COMPANY TO PROVIDE ASSORTED SLICED BREADS, ROLLS AND SANDWICH BUNS FOR THE DUPAGE CARE CENTER AND CAFES ON COUNTY CAMPUS (CONTRACT TOTAL AMOUNT \$43,200.00)

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

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of a contract to Alpha Baking Company, to provide assorted sliced breads, rolls and sandwich buns, for the period of August 5, 2024 through August 4, 2025, for the DuPage Care Center and Cafes on County Campus.

NOW, THEREFORE BE IT RESOLVED, that said contract is to provide assorted sliced breads, rolls and sandwich buns, for the period of August 5, 2024 through August 4, 2025 for the DuPage Care Center and Cafes on County Campus, under bid renewal #22-055-DCC, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Alpha Baking Company, 5001 W. Polk Street, Chicago, Illinois 60639, for a contract total amount of \$43,200.00.

Enacted and approve	ed this 9th day of July,	2024 at V	Wheato	n, Illinois.
			_	DEBORAH A. CONROY, CHAIR DU PAGE COUNTY BOARD
		Attest	:	
			JEAN	N KACZMAREK, COUNTY CLERK



# Procurement Review Comprehensive Checklist Procurement Services Division

This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION				
General Tracking		Contract Terms		
FILE ID#: RFP, BID, QUOTE OR RENEWAL #:		INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST:	
24-1857	22-055-DCC	1 YR + 3 X 1 YR TERM PERIODS	\$66,000.00	
COMMITTEE:	TARGET COMMITTEE DATE:	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS:	
HUMAN SERVICES	07/02/2024	3 MONTHS	\$193,700.00	
	CURRENT TERM TOTAL COST:	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD:	
	\$43,200.00	FOUR YEARS	SECOND RENEWAL	
Vendor Information		Department Information		
VENDOR:	VENDOR #:	DEPT:	DEPT CONTACT NAME:	
Alpha Baking Company	38093	DuPage Care Center	Dining Services	
VENDOR CONTACT:	VENDOR CONTACT PHONE:	DEPT CONTACT PHONE #:	DEPT CONTACT EMAIL:	
Jim Deere	773-261-6000	630-784-4416	mario.plata@dupagecounty.gov	
VENDOR CONTACT EMAIL:	VENDOR WEBSITE:	DEPT REQ #:		
jdeere@alphabaking.com		7457		

# Overview

DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Furnish and deliver assorted sliced breads, rolls & sandwich buns for the DuPage Care Center and Cafes' on County Campus, for the period August 5, 2024 through August 4, 2025, for a contract total not to exceed \$43,200, under bid renewal #22-055-DCC, second of three one-year optional renewals.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished

The DuPage Care Center is regulated by the IL Department of Public Health which mandates & monitors our ongoing compliance with applicable State & Federal regulations that govern our practices, policies & procedures. Adherence to physicians diet orders & clearly defined menu guideline, which includes bread is necessary to avoid fines & or penalties. To ensure that we are allowed to bill for & be reimbursed for care provided to residents as well as operated campus cafeteria and catering operations, bread purchases are necessary

SECTION 2: DECISION MEMO REQUIREMENTS			
DECISION MEMO NOT REQUIRED RENEWAL	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.		
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.		

SECTION 3: DECISION MEMO			
SOURCE SELECTION	Describe method used to select source.		
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).		

	SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION
JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement.
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

	SECTION 5: Purchase	Requisition Informat	ion		
Send I	Purchase Order To:	Seno	Send Invoices To:		
Vendor: Alpha Baking	Vendor#: 38093	Dept: DuPage Care Center	Division: Dining Services		
Attn: Jim Deere	Email: jdeere@alphabaking.com	Attn: Mario Plata	Email: mario.plata@dupagecounty.gov		
Address: 5001 W. Polk Street	City: Chicago	Address: 400 N. County Farm Road	City: Wheaton		
State: IL	Zip: 60639	State:	Zip: 60187		
Phone: 773-261-6000	Fax:	Phone: 630-784-4416	Fax:		
Sei	nd Payments To:		Ship to:		
Vendor: Alpha Baking	Vendor#: 38093	Dept: DuPage Care Center	Division: Dining Services		
Attn: Marilyn Shisolm	Email: mchisholm@alphabaking.com	Attn: Mario Plata	Email: mario.plata@dupagecounty.gov		
Address: 36230 Treasury Center	City: Chicago	Address: 400 N. County Farm Road	City: Wheaton		
State:	Zip: 60694-6200	State:	Zip: 60187		
Phone: 773-261-6000 x3352	Fax:	Phone: 630-784-4416	Fax:		
	Shipping	Cor	ntract Dates		
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): August 5, 2024	Contract End Date (PO25): August 4, 2025		

	Purchase Requisition Line Details										
L	N Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
	1	EA		assorted sliced breads, rolls & sandwich buns	FY24	1200	2025	52210		12,100.00	12,100.00
	. 1	EA		assorted sliced breads, rolls & sandwich buns	FY24	1200	2100	52210		2,300.00	2,300.00
3	1	EA		assorted sliced breads, rolls & sandwich buns	FY25	1200	2025	52210		24,200.00	24,200.00
4	1	EA		assorted sliced breads, rolls & sandwich buns	FY25	1200	2100	52210		4,600.00	4,600.00
FY is required, ensure the correct FY is selected. Requisition Total							\$ 43,200.00				

	Comments
HEADER COMMENTS	Provide comments for P020 and P025. Furnish and deliver assorted sliced breads, rolls & sandwich buns for the DuPage Care Center and Cafes' on County Campus, for the period August 5, 2024 through August 4, 2025, for a contract total not to exceed \$43,200, under bid renewal #22-055-DCC, second of three one-year optional renewals.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.  07/02/24 HS Committee 07/09/24 County Board Meeting
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.



# AMENDMENT FOR CONTRACT RENEWAL

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and Alpha Baking Company located at 5001 W. Polk Street, Chicago, IL, 60639, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #22-055-DCC which became effective on 8/5/2022 and which will expire 8/4/2024. The contract is subject to a second of three options to renew for a twelve (12) month period.

The parties now agree to renew said agreement, upon the same terms as previously agreed to including a one-time price adjustment effective 8/5/2024, as per attached price quote.

The contract renewal shall be effective on the date of last signature and shall terminate on 8/4/2025.

CONTRACTOR	THE COUNTY OF DUPAGE
SIGNATURE	SIGNATURE
Jim Deere	Henry Kocker
PRINTED NAME	PRINTED NAME
Sales Manager	Buyer I
PRINTED TITLE	PRINTED TITLE
6/26/2024	
DATE	DATE



THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
FURNISH AND DELIVER ASSORTED SLICED
BREADS, ROLLS AND BUNS 22-055-DCC
BID TABULATION

/

				Alpha Baki	ng C	o., Inc.
NO.	ITEM	UOM	QTY	PRICE	E.	XTENDED PRICE
1	White Pullman Loaf, 24 oz., 4"x4", 32 Slice	LOB	90	\$ 2.72	\$	244.80
2	Wheat Pullman Loaf, 24 oz., 4"x4", 32 Slice	LOB	130	\$ 2.72	\$	353.60
3	Raisin Bread, 1#. 4"x4", 15 Slice	LOB	16	\$ 8.14	\$	130.24
4	100% Wheat Sliced, 24 oz	LOB	3	\$ 5.34	\$	16.02
5	Light Rye Seedless Bread, 1#, 25 slices	LOB	30	\$ 4.85	\$	145.50
6	Texas Toast 1#, 17 Slice	LOB	10	\$ 3.76	\$	37.60
7	Steak/Hoagie Buns 6 count / 6" pre sliced	LOB	17	\$ 3.20	\$	54.40
8	Loose Pack Assorted Dinner Rolls, 12 oz., 12 per package	LOB	8	\$ 3.90	\$	31.20
9	Loose Pack Wheat Dinner Roll, 12 oz., 12 per package (4-24 ct)	LOB	4	\$ 8.97	\$	35.88
10	Hamburger Buns Sliced, 16 oz., 3-1/2", 12 count	LOB	20	\$ 4.23	\$	84.60
11	Hot Dog Buns Poly Sliced, 16 oz., 6", 12 per bag	LOB	10	\$ 4.23	\$	42.30
12	French Buns 6", 6 Count, Pre sliced	LOB	6	\$ 5.14	\$	30.84
11	Kaiser Roll, Plain 12 Count LOB			NO	BID	
	ADDITIONAL ITEMS			PERCE	NTAG	Ε
12	DISCOUNT (-) OR MARK-UP (+)			0.0	/ <sub>0</sub>	

GRAND TOTAL \$ 1,206.98

NOTES

Bid Opening 5/26/2022 @ 2:30 PM	VC, NE
Invitations Sent	6
Total Vendors Requesting Documents	1
Total Bid Responses	1

# SECTION 7 - BID FORM PRICING

Quantities listed are estimated weekly. Any quantities shown are estimated and are provided for bid canvassing purposes. If bidding on items with weights other than specified, indicate below. Bids will be evaluated for all bread items on the total weight required.

NO	ITEM	UOM	QTY	BRAND	PRICE	EXTENDED PRICE
CATE	ORY 1 - BASIC BREAD ITEM	s				
1 11123	White Pullman Loaf, 24 oz., 4"x4", 32 Slice  Weight per loaf 240z  Number of slices per loaf excluding heels:	LOB	90	Alpha	\$ 2.72	\$ 244.80
2 12137	Wheat Pullman Loaf, 24 oz., 4"x4", 32 Slice  Weight per loaf 2402  Number of slices per loaf excluding heels: 28	LOB	130	Alpha	\$2.72	\$353.60
CATEG	ORY 2 - SPECIALTY BREADS	3				
3 16107	Raisin Bread, 1#. 4"x4", 15 Slice  Weight per loaf 320z  Number of slices per loaf excluding heels	LOB	16	Alpha	\$8.14	\$ 130.24
4 12265	100% Wheat Sliced, 24 oz.  Weight per loaf 24oz  Number of slices per loaf excluding heels: 28 s1	LOB	3	Alpha	\$ 5.34	\$16.02

NO	ITEM	ÚОМ	QTY	BRAND	PRICE	EXTENDED PRICE	
5 26048	Light Rye Seedless Bread, 1#, 25 slices  Weight per package 2402  Number of slices per loaf excluding heels:	LOB	30	Alpha	\$4.85	\$ 145.50	
6 11137	Texas Toast 1#, 17 Slice  Weight per loaf  1602  Number of slices per loaf excluding heels:  15 sl	LOB	10	Alpha	\$3.76	\$ 37.60	
CATEG	ORY 3 - ROLLS AND BUNS						
7 31061	Steak/Hoagie Buns 6 count / 6" pre sliced Number of rolls per package	LOB	17	Alpha	\$ 3.20	\$54.40	
8 33174	Loose Pack Assorted Dinner Rolls, 12 oz., 12 per package  Number of rolls per package	LOB	8	Alpha	\$3.90	\$ 31.20	
	12ct				2		
9 33103	Loose Pack Wheat Dinner Roll, 12 oz., 12 per package  Number of rolls per package 24ct	LOB	<b>77</b> 4 24ct	Alpha	\$ 8.97	\$ 35.88	
10 51061	Hamburger Buns Sliced, 16 oz., 3-1/2", 12 count  Weight per package  Number of buns per pkg.	LOB	20	Alpha	\$4.23	\$ 84.60	

NO	ITEM	UOM	QTY	BRAND	PRICE	EXTENDED PRICE
11 53029	Hot Dog Buns Poly Sliced, 16 oz., 6", 12 per bag  Weight per package  Number of buns per pkg.	LOB	10	Alpha	\$ 4.23	\$42.30
<b>12</b> 31049	French Buns 6", 6 Count, Pre sliced	LOB	6	Alpha	\$5.14	\$ 30.84
13	Kaiser Roll, Plain 12 Count  Number of rolls per package NA	LOB	10	NA	\$ NA	\$ NA

# **CATEGORY 4 - ADDITIONAL ITEMS**

Contractor shall provide percentage discount (-) or mark up (+) for additional items from pricelist or catalog.

NO DISCOUNT (-) OR MARK UP (+)		PERCENTAGE
15		%
	W	eekly GRAND TOTAL \$1,206.98 52weeks Grand Total \$62,792.96

GRAND TOTAL Weekly Grand Total: One Thousand Two Hundred and Six dollars and ninety eight cents (In words) Yearly Grand Total: Sixty Two Thousand Seven Hundred and Sixty Two Dollars and ninety six cents

# SECTION 8 - BID FORM SIGNATURE PAGE

The Contractor agrees to provide the service, and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

Sales Managel (Signature and Title)

CORPORATE SEAL (If available)

BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

# SECTION 9 - MANDATORY FORM FURNISH AND DELIVER ASSORTED SLICED BREADS, ROLLS AND BUNDS 22-055-DCC

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION) Full Name of Bidder Alpha Baking Main Business Address 5001 W. Polk St City, State, Zip Code Chicago, IL 60632 Telephone Number Email jdeere@alphabaking.com 773-261-6000 Address Bid Contact Person Jim Deere The undersigned certifies that he is: the Owner/Sole a Member authorized to Officer a Member of the Joint Proprietor Venture sign on behalf of the Corporation Partnership Herein after called the Ridder and that the members of the Partnership or Officers of the Corporation are as follows: (Vice-President or Partner) Jim Deere (President or Partner) (Secretary or Partner) (Treasurer or Partner) Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Officer, DuPage County, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. \_\_\_, \_\_\_\_, and \_\_\_ issued thereto. Further, the undersigned proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus, and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed. Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate. Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33 E-4, bid rigging or bid-rotating, or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act. The undersigned certifies that he has examined and carefully prepared this bid and has checked the same in detail before submitting this bid, and that the statements contained herein are true and correct. If a Corporation, the undersigned, further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed nor modified, and that the same remain in full force and effect. (Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

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

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

# CONTRACT ADMINISTRATION INFORMATION:

CORRESPON	DENCE TO CONTRACTOR:	REMIT TO CO	NTRACTOR:		
NAME	Alpha Baking	NAME	Alpha Baking		
CONTACT	Jim Deere	CONTACT	Marilyn Chisholm		
ADDRESS	5001 W. Polk St	ADDRESS	36230 Treasury Center		
CITY ST ZIP	Chicago, IL 60639	CITY ST ZIP	Chicago, IL 60694-6200		
TX	773-261-6000	TX	773-261-6000 x 3352		
FX	773-261-6065	FX			
EMAIL	jdeere@alphabaking.com	EMAIL	mchiaholm@alphabaking.com		
COUNTY BILL	TO INFORMATION:	COUNTY SHIP	TO INFORMATION:		
Wheaton, IL 60	nty Farm Road 0187	DuPage County Care Center Various Wheaton, IL 60187 TX: (630) 407-4416 EMAIL: mario.plata@dupageco.org			
TX: (630) 407	-6193				

ALL MATERIALS MUST BE BID AND SHIPPED F.O.B. DELIVERED (FREIGHT INCLUDED IN PRICE)



# **Required Vendor Ethics Disclosure Statement**

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

	Date: 6/14/2024
c+/PO #-	

D: -1 // - -- +---

County's Contractual Obligation.	Bid/Contract/PO #;
Company Name: Alpha Baking Company	Company Contact: Jim Deere
Contact Phone: 773-320-2759	Contact Email: jdeere@alphabaking.com

# The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

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

$\bigvee$	NONE (check here) - If no contributions have been made										
	Recipient	Donor	Description (e.g. cash, type of item, in- kind services, etc.)	Amount/Value	Date Made						

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

NONE (check here) - If no contacts have	e been made
---	-------------

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Email
	İ

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

## Continuing disclosure is required, and I agree to update this disclosure form as follows:

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

# The full text for the county's ethics and procurement policies and ordinances are available at:

http://www.dupagecounty.gov/government/county\_board/ethics\_at\_the\_county/

I hereby	y acknow	ledge th	at i hav	e received	, have	read, ar	ıd unc	ierstand	l these	requirement	s.
----------	----------	----------	----------	------------	--------	----------	--------	----------	---------	-------------	----

Authorized Signature	Signature on File	
Printed Name	Jim Deere	
Title	Sales Manager	
Date	6/14/2024	
Attach additional shee	ts if necessary. Sign each sheet and number each page. Page of	(total number of pages)

Rev 1.3-12/13/23

# Care Center Requisition \$30,000 and Over



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

File #: HS-P-0027-24 Agenda Date: 7/2/2024 Agenda #: 14.C.

AWARDING RESOLUTION
ISSUED TO MEDLINE INDUSTRIES, INC.
TO PROVIDE VARIOUS LINENS
FOR THE DUPAGE CARE CENTER
(CONTRACT TOTAL AMOUNT \$72,000.00)

WHEREAS, the County of DuPage by virtue of its power set forth in the Counties Code (55 ILCS 5/1-1001 et. seq.) is authorized to enter into this Agreement; and

WHEREAS, pursuant to the Governmental Joint Purchasing Act (30 ILCS 525/2), the County is authorized to enter into a Joint Purchasing Agreement to provide various linens; and

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and the OMNIA Partners, the County of DuPage will contract with Medline Industries, Inc.; and

WHEREAS the Human Services Committee recommends County Board approval for the issuance of a contract to Medline Industries, Inc., to provide various linens, for the period of August 10, 2024 through August 9, 2025, for the DuPage Care Center.

NOW, THEREFORE BE IT RESOLVED, that County contract, covering said to provide various linens, for the period of August 10, 2024 through August 9, 2025 for the DuPage Care Center, be, and it is hereby approved for issuance of a contract by the Procurement Division to Medline Industries, Inc., Three Lakes Drive, Northfield, Illinois 60093, for a contract total amount not to exceed \$72,000.00, per contract pursuant to the OMNIA Partners Cooperative Contract #2021003157.

Enacted and approved 9th day of July, 2024 at Whea	aton, 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#: 24-1858	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$72,000.00					
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 07/02/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$72,000.00					
	CURRENT TERM TOTAL COST: \$72,000.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD:					
Vendor Information		Department Information						
VENDOR: VENDOR #: Medline Industries, Inc. 10299		DEPT: DuPage Care Center	DEPT CONTACT NAME: Vinit Patel					
VENDOR CONTACT: VENDOR CONTACT PHONE: 800-633-5463		DEPT CONTACT PHONE #: 630-784-4273	DEPT CONTACT EMAIL: vinit.patel@dupagecounty.gov					
VENDOR CONTACT EMAIL: bguth@medline.com	VENDOR WEBSITE:	DEPT REQ #: 7458	1					

# Overview

DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Furnish and deliver various linens for the DuPage Care Center, for the period August 10, 2024 through August 9, 2025, for a contract total not to exceed \$72,000.00, contract pursuant to the Intergovernmental Cooperation Act OMNIA Partners Cooperative Contract #2021003157.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Replacement linens for the DuPage Care Center, as needed.

SECTION 2: DECISION MEMO REQUIREMENTS							
DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.						
DECISION MEMO REQUIRED COOPERATIVE (DPC2-352), GOVER	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.  NMENT JOINT PURCHASING ACT (30ILCS525) OR GSA SCHEDULE PRICING						

	SECTION 3: DECISION MEMO							
SOURCE SELECTION	Describe method used to select source.  Quality of Life							
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).  1) Approve contract to furnish and deliver various linens for the DuPage Care Center, for the period August 10, 2024 through August 9, 2025, for a contract total not to exceed \$72,000.00, contract pursuant to the Intergovernmental Cooperation Act OMNIA Partners Cooperative Contract #2021003157.  2) Do not approve contract to furnish and deliver various linens for the DuPage Care Center, for the period August 10, 2024 through August 9, 2025, for a contract total not to exceed \$72,000.00, contract pursuant to the Intergovernmental Cooperation Act OMNIA Partners Cooperative Contract #2021003157, however, replacement linens will need to be purchased to follow IDPH Guidelines and regulations and good standard of care for our residents.							

	SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION
JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement.
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

	SECTION 5: Purcha	ase Requisition Informat	ion		
Send	Purchase Order To:	Seno	l Invoices To:		
Vendor:	Vendor#:	Dept:	Division:		
Medline Industries, Inc.	10299	DuPage Care Center	Laundry		
Attn:	Email:	Attn:	Email:		
Brian Guth	bguth@medline.com	Vinit Pate	vinit.patel@dupagecounty.gov		
Address:	City:	Address:	City:		
Three Lakes Drive	Northfield	400 N. County Farm Road	Wheaton		
State:	Zip:	State:	Zip:		
Illinois	60093	Illinois	60187		
Phone:	Fax:	Phone:	Fax:		
800-633-5463		630-784-4273			
Sei	nd Payments To:	Ship to:			
Vendor:	Vendor#:	Dept:	Division:		
Medline Industries, Inc.	10299	DuPage Care Center	Laundry		
Attn:	Email:	Attn:	Email:		
Customer Services	service@medline.com	Vinit Patel	vinit.patel@dupagecounty.gov		
Address:	City:	Address:	City:		
Dept CH 14400	Palatine	400 N. County Farm Road	Wheaton		
State:	Zip:	State:	Zip:		
Illinois	60055-4400	Illinois	60187		
Phone:	Fax:	Phone:	Fax:		
800-633-5463		630-784-4273			
	Shipping	Cor	tract Dates		
Payment Terms:	FOB:	Contract Start Date (PO25):	Contract End Date (PO25):		
PER 50 ILCS 505/1	Destination	August 10, 2024	August 9, 2025		

	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		Various Linens	FY24	1200	2030	52230		21,000.00	21,000.00
2	1	EA		Various Linens	FY25	1200	2030	52230		51,000.00	51,000.00
FY is	FY is required, ensure the correct FY is selected.  Requisition Total								\$ 72,000.00		

	Comments
HEADER COMMENTS	Provide comments for P020 and P025. Furnish and deliver various linens for the DuPage Care Center, for the period August 10, 2024 through August 9, 2025, for a contract total not to exceed \$72,000.00, contract pursuant to the Intergovernmental Cooperation Act OMNIA Partners Cooperative Contract #2021003157.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.  July 2, 2024 HS Committee
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.



Customer: 0001006778

DUPAGE CARE CENTER 400 N COUNTY FARM RD WHEATON, IL 60187-2517 Date: 6/17/2024

Sales Rep: Guth, Brian (S6009)

BGuth@medline.com

This pricing is valid until 08/02/2024 unless otherwise specified or based on contract tier eligibility and effective dates.

Exact freight and tax will be added at the time of invoice.

OMNIA

Purchasing Agreement # 2021003157

							Purchasing Agreement # 2021003	
Product Image	Product #		Pkg / Order UoM	Price	Qty (EA)	Order UOM	Extended	
	MDTFS4P08	SHEETS: PERCALE FLAT SHEET, WOVEN, WHITE, 66" X 108"	12 EA / DZ	\$52.90	480	40	\$2,116.00	
	MDTPC4P34	PILLOWCASES: PERCALE PILLOWCASE, 42" X 34", ORDER IN MULTIPLES OF 12 DOZEN	12 EA / DZ	\$12.65	2160	180	\$2,277.00	
	MDTNC4J15	SHEETS: SOFT-FIT KNIT CONTOUR SHEETS IN WHITE, 15 OZ.	12 EA / DZ	\$47.84	480	40	\$1,913.60	

6/17/2024 - Page 1





Customer: 0001006778

DUPAGE CARE CENTER 400 N COUNTY FARM RD Date: 6/17/2024

Sales Rep: Guth, Brian (S6009)

BGuth@medline.com

WHEATON, IL 60187-2517

This pricing is valid until 08/02/2024 unless otherwise specified or based on contract tier eligibility and effective dates, Exact freight and tax will be added at the time of invoice.

OMNIA

Purchasing Agreement # 2021003157

							eement # 20210031
Product Image	Product #	Product Name	Pkg / Order UoM	Price	Qty (EA)	Order UOM	Extended
	MDTTB4C24WHIR	BLANKETS: THERMAL SPREAD BLANKET, SNAG-FREE SERPENTINE, ALL COTTON, 2.4 LB., 72" X 96"	1 EA / EA	\$7.43	420	420	\$3,120.60
	MDTIU3TEFPNKT	UNDERPADS: SOFNIT 300 REUSABLE UNDERPADS WITH HANDLES, 34" X 36"	12 EA / DZ	\$123.43	2350	196	\$24,192.28
	MDT219715	PILLOW: NYLEX ULTRA PILLOW, TAN, 20" X 26"	1 EA / EA	\$5.28	216	216	\$1,140.48



Customer: 0001006778

DUPAGE CARE CENTER 400 N COUNTY FARM RD WHEATON, IL 60187-2517 Date: 6/17/2024

Sales Rep: Guth, Brian (S6009)

BGuth@medline.com

This pricing is valid until 08/02/2024 unless otherwise specified or based on contract tier eligibility and effective dates.

Exact freight and tax will be added at the time of invoice.

OMNIA

Purchasing Agreement # 2021003157

						rui chasing Agi	eement # 202100315
Product Image	Product #	Product Name	Pkg / Order UoM	Price	Qty (EA)	Order UOM	Extended
	MDT021373	HAMPERS: BLOCKADE HAMPER BAG WITH FLIP TOP AND ELASTIC CLOSURE, GRAY, 18"	12 EA / DZ	\$179.96	280	23	\$4,139.08
	MDTPG3RABCAB	GOWNS: PATIENT GOWN WITH ANGLE BACK AND SIDE TIES, CASCADE BLUE, ONE SIZE FITS MOST	12 EA / DZ	\$46.03	1800	150	\$6,904.50
	MDTBT4B60R	TOWELS: BLENDED TERRY BATH TOWEL, WHITE, 22" X 44", 6.0 LB./DZ., 25 DZ.	12 EA / DZ	\$17.09	17000	1417	\$24,216.53



Customer: 0001006778

DUPAGE CARE CENTER 400 N COUNTY FARM RD Date: 6/17/2024

Sales Rep: Guth, Brian (S6009)

BGuth@medline.com

WHEATON, IL 60187-2517

This pricing is valid until 08/02/2024 unless otherwise specified or based on contract tier eligibility and effective dates.

Exact freight and tax will be added at the time of invoice.

Purchasing Agreement # 2021003157

						Purchasing Agr	eement # 2021003
Product Image	Product #	Product Name	Pkg / Order UoM	Price	Qty (EA)	Order UOM	Extended
	MDTWC3C11HR	WASHCLOTHS: BASIC 100% COTTON WASHCLOTH, WHITE, 12" X 12", 0.7 LB./DZ., 100 DZ.	12 EA / DZ	\$1.71	48000	4000	\$6,840.00

\$76,860.07



# Purchasing Agreement # 2021003157

As a result of Request for Proposal # 2018AO UC San Diego Medical and Surgical Supplies, the Master Agreement to furnish certain goods and services described herein and in the documents referenced herein ("Goods and/or Services") is made by and between The Regents of the University of California, a California public corporation ("UC") on behalf of the University of California, San Diego and the supplier named below ("Supplier"). This Agreement is binding only if it is negotiated and executed by an authorized representative with the proper delegation of authority.

### 1. Statement of Work

Supplier agrees to perform the Services listed in the statement of work attached as Attachment A ("Statement of Work") and any other documents referenced in the Incorporated Documents section herein, at the prices set forth in the Statement of Work and any other documents referenced in the Incorporated Documents section herein. Unless otherwise provided in the Agreement, UC will not be obligated to purchase a minimum amount of Goods and/or Services from Supplier.

# 2. Term of Agreement/Termination

- a) The initial term of the Agreement will be from November 3<sup>rd</sup>, 2021, and through November 2<sup>nd</sup>, 2026 and is subject to earlier termination as provided below. UC may renew the Agreement for 3 successive 1 -year periods (each, a Renewal Term).
- b) UC may terminate the Agreement for convenience by giving Supplier at least 30 calendar days' written notice.
- c) UC or Supplier may terminate the Agreement for cause by giving the other party at least 15 days' notice to cure a breach of the Agreement (Cure Period). If the breaching party fails to cure the breach within the Cure Period, the non-breaching party may immediately terminate the Agreement.
- d) This agreement shall supersede and replace all other agreements between the Parties including UCOP-186. For the avoidance of doubt, no rebates or other fees shall be due and payable to UC by Supplier under any previous agreement following the effective date of this agreement.

# 3. Cooperative Purchasing:

Supplier may extend Goods and/or Services to public agencies (state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") registered with OMNIA Partners, Public Sector ("Participating Public Agencies") under the terms of this agreement. All contractual administration (e.g. terms, conditions, extensions, and renewals) will remain the UC's responsibility except as outlined in the above referenced RFP (title of RFP). Operational issues, fiduciary responsibility, payment issues and liabilities, and disputes involving individual Participating Public Agencies will be addressed, administered, and resolved by each Participating Public Agency.

# 4. Purchase Order; Advance Payments

Unless otherwise provided in the Agreement, Supplier may not begin providing Goods and/or Services until UC approves a Purchase Order for the Goods and/or Services.

# Pricing, Invoicing Method, and Settlement Method and Terms

Refer to Statement of Work or Purchase Order for Pricing. Each UC Location will specify the Invoicing Method and Payment Options that will apply, taking into account the operational capabilities of Supplier and the UC Location. See UC's Procure to Pay Standards <a href="http://www.ucop.edu/procurement-services/">http://www.ucop.edu/procurement-services/</a> (iles/Matrix%20for%20website.pdf for the options that will be

Template revised on 10.1.19 Page 1 of 6



# Purchasing Agreement # 2021003157

considered. In the case of systemwide agreements, each UC Location will specify these terms in a Statement of Work or Purchase Order, as the case may be.]

For non-systemwide agreements, the Invoicing Method, and Settlement Method and Terms are addressed below:

# Invoicing Method

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, Supplier will submit invoices following the designated invoice method directly to UC Accounts Payable Departments at each UC Location.

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, UC will pay freight and shipping/handling as follows: Supplier will pay FOB Destination Prepaid.

All invoices must clearly indicate the following information:

California sales tax as a separate line item;

Shipping costs as a separate line item;

UC Purchase Order or Release Number;

Description, quantity, catalog number and manufacturer number of the item ordered;

Net cost of each item;

Any pay/earned/dynamic discount;

Reference to original order number for all credit memos issued;

Supplier will submit invoices following the designated invoice method directly to UC Accounts Payable Departments at each UC Location, unless UC notifies the Supplier otherwise by amendment to the Agreement.

# Settlement Method and Terms

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, the Settlement Method and Terms for any other campus will be as established by each campus location.

# 5. Notices

As provided in the UC Terms and Conditions of Purchase, notices may be given by email, which will be considered legal notice only if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – [insert, as the case may be, Supplier name or University of California]. If a physical format notice is required, it must be sent by overnight delivery or by certified mail with return receipt requested, at the addresses specified below.

To UC, regarding confirmed or suspected Breaches as defined under Appendix – Data Security:

Name	Daniel Quach
Phone	858-246-5779
Email	dguach@ucsd.edu
Address	Information Technology Services
	TPC/S 3rd FI/152 Mail Code 0928
	Mailing Address:9500 Gilman Drive #0928 La Jolla, CA 92093-0928

To UC, regarding confirmed or suspected Breaches as defined under Appendix – Electronic Commerce:

Name	Anne Hewett
Phone	858-534-9426
Email	ahewett@ucsd.edu
Address	10280 N. Torrey Pines Rd., Ste. 415 La Jolla, CA 92037

To UC, regarding contract issues not addressed above:

Name	Andrea Orozco
Phone	858-534-5730
Email	anorozco@ucsd.edu
Address	10280 N. Torrey Pines Rd., Ste. 415 La Jolla, CA 92037

Name	Antony Esquer
Phone	858-534-1479
Email	amesquer@ucsd.edu
Address	10280 N. Torrey Pines Rd., Ste. 415 La Jolla, CA 92037

# To Supplier:

Name	Kevin Feighery	
Phone	704-975-5477	
Email	kfeighery@medline.com	
Address	1 Medline Pl Mundelein, IL 60060	

# 6. Intellectual Property, Copyright and Patents

/ /x The Goods and/or Services do not involve Work Made for Hire

# 7. Patient Protection and Affordable Care Act (PPACA)

/\_\_\_/ x The Services do not involve temporary or supplementary staffing, and they are not subject to the PPACA warranties in the T&Cs.

# 8. Prevailing Wages

/\_\_\_/ x Supplier is not required to pay prevailing wages when providing the Services.

# 9. Fair Wage/Fair Work

/\_\_\_/ x Supplier is not required to pay the UC Fair Wage (defined as \$13 per hour as of 10/1/15, \$14 per hour as of 10/1/16, and \$15 per hour as of 10/1/17) when providing the Services.

# Restriction Relating to Consulting Services or Similar Contracts – Follow-on Contracts

Please note a Supplier that is awarded a consulting services or similar contract cannot later submit a bid or be considered for any work "required, suggested, or otherwise deemed appropriate" as the end product of the Services (see Public Contract Code Section 10515).

## 11. Insurance

Deliver the PDF version of the Certificate of Insurance to UC's Buyer, by email with the following text in the Subject field: CERTIFICATE OF INSURANCE – Medline Industries, Inc.

# 12. Service-Specific and/or Goods-Specific Provisions

- a. Pandemic response
- b. Stock arrangements
- c. Last Mile
- d. Sustainability Incentive: To support UC's zero waste goal and to improve campus waste and diversion, Medline agrees to provide an annual sustainability incentive, in the amount of \$5,000 payable to the UC Regents. This incentive will be allocated to all 10 campus sustainability programs, to support campus waste and diversion programs.

# **Pricing Protection**

Prices quoted on this solicitation must be firm for the first twelve (12) months of the initial term of any awarded agreement(s). Price changes after the initial period, if any, shall be made on an annual basis as negotiated by both parties. Any price changes require prior written notification and must follow the process outlined in Appendix B. However, in no event shall price increase on an aggregate basis exceed three (3) percent or CPI whichever is less. Price increases for any agreement renewal periods must be supported by documented evidence of manufacturers' price increases. If the supplier's catalog or list price is reduced, the University shall benefit from a corresponding price reduction.

# 13. Records about Individuals

Records created pursuant to the Agreement that contain personal information about individuals (including statements made by or about individuals) may become subject to the California Information Practices Act of 1977, which includes a right of access by the subject individual. While ownership of confidential or personal information about individuals is subject to negotiated agreement between UC and Supplier, records will normally become UC's property, and subject to state law and UC policies governing privacy and access to files. When collecting the information, Supplier must inform the individual that the record is being made, and the purpose of the record. Use of recording devices in discussions with employees is permitted only as specified in the Statement of Work.

# 14. Piggyback UC

Supplier agrees to extend the pricing basis, terms and conditions of the Agreement to all UC Locations. Supplier will make available to any UC Location its improved pricing basis, terms or conditions resulting from increased usage or aggregation of activity by multiple UC Locations. All contractual administration issues (e.g. terms and conditions, extensions, and renewals), operational issues, fiduciary responsibility, payment issues, performance issues and liabilities, and disputes involving individual UC Locations will be addressed, administered, and resolved by each UC Location. Any delay in payment or other operational issue involving one UC Location will not adversely affect any other UC Location.

# 15. Incorporated Documents

This Agreement and its Incorporated Documents contain the entire agreement between the Parties, in order of the below precedent, concerning its subject matter and shall supersede all prior or other agreements, oral and written declarations of intent and other legal arrangements (whether binding or non-binding) made by the Parties in respect thereof.

a. Attachment A: UC San Diego Medical and Surgical Supplies RFP #2018AO

- b. Appendix A: UC Terms and Conditions of Purchase
- c. Appendix B: UC Appendix-Electronic Commerce
- d. Appendix C: Federal Government Contracts Special Terms and Conditions
- e. Appendix D: Certification Regarding Debarment, Suspension, Incligibility, and Voluntary Exclusion
- f. Appendix E: Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
- Appendix F: Certification Regarding Debarment, Suspension, Proposed Debarment, and Other responsibility Matters (First Tier Subcontractor)
- h. Appendix G: UC Appendix-Data Security
- i. Appendix H: UC FEMA Appendix
- j. Exhibit A: Response for National Cooperative Contract
- k. Exhibit F: Federal Funds Certifications
- I. Exhibit G: New Jersey Business Compliance

# 20. Entire Agreement

The Agreement and its Incorporated Documents contain the entire Agreement between the parties and supersede all prior written or oral agreements with respect to the subject matter herein.

This Agreement can only be signed by an authorized representative with the proper delegation of authority.

THE REGENTS OF THE		
UNIVERSITY OF CALIFORI	NIA	
Signature on I	Fil	e

(Signature)	
Todd Adams	
(Printed Name, Title)	
11/10/2021	
November 3 <sup>rd</sup> , 2021	

MEDLINE INDUSTRIES, LP.

# Signature on File

(Signature)
Chris Powers

(Printed Name, Title)
11/9/2021

November 3<sup>rd</sup>, 2021



# **Required Vendor Ethics Disclosure Statement**

Date: 5/23/24

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Bid/Contract/PO #:

Company Name: Medline Industries, LP	CompanyContact: Brian Guth	
Contact Phone: 224-200-6753	Contact Email: bguth@medline.com	

### The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

$\square$	NONE	(check	here)	- 1f	no	contributions	have	been	made
-----------	------	--------	-------	------	----	---------------	------	------	------

Recipient	Donor	Description (e.g. cash, type of item, in- kind services, etc.)	Amount/Value	Date Made

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

# NONE (check here) - If no contacts have been made

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

### Continuing disclosure is required, and lagree to update this disclosure form as follows:

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

The full text for the county's ethics and procurement policies and ordinances are available at:

http://www.dupageco.org/CountyBoard/Policies/

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

Signature on File

Authorized Signature

Printed Name

Chris Powers

Title

VP, Government Markets

Date

5/23/2024

Attach additional sheets if necessary. Sign each sheet and number each page. PAGE 1 OF 1 (total number of pages)

# Change Order







File #: 24-1928 Agenda Date: 7/2/2024 Agenda #: 14.D.

# HS-P-0079A-23

# AMENDMENT TO RESOLUTION HS-P-0079-23 ISSUED TO HEALTHY AIR HEATING & AIR, INC. TO PROVIDE ARCHITECTURAL WEATHERIZATION LABOR AND MATERIALS (INCREASE ENCUMBRANCE \$40,000)

WHEREAS, Resolution HS-P-0079-23 was approved and adopted by the County Board on October 24, 2023; and

WHEREAS, the Human Services Committee recommends changes as stated in the Change Order Notice to increase contract 6791-0001 SERV in the amount of \$40,000, to the original contract amount of \$265,567, issued to Healthy Air Heating & Air, Inc., to provide architectural weatherization labor and materials for the period October 30, 2023, through November 30, 2024, under the PY23/PY24 Weatherization Program Grants.

NOW, THEREFORE BE IT RESOLVED that County Board adopts Change Order Notice, dated June 25, 2024, to contract 6791-0001 SERV, issued to Healthy Air Heating & Air, Inc. to provide architectural weatherization labor and materials, to increase the encumbrance in the amount of \$40,000, taking the original contract amount of \$265,567, issued to Healthy Air Heating & Air, Inc., and resulting in an amended contract total amount not to exceed \$305,567, an increase of 15.06%.

Enacted and approved this 9 <sup>th</sup> day of July, 2024 at Wheat	ton, Illinois.
	DEBORAH A. CONROY, CHAIR DU PAGE COUNTY BOARD
Attest:	AN KACZMAREK, COUNTY CLERK

HS 7/2 FI+0B 7/9



# Request for Change Order

**Procurement Services Division**Attach copies of all prior Change Orders

Date:	Jun 25,	202
MinuteTraq (IQM2) ID #:		

Purchase Order	E · D / G I	l Purchase	10/24/2023	Change Order #: 4	Department: Commu	nity Services	
0.20.000							
Vendor Name: H	EALTHY AIR HEATING & AIR I	INC		Vendor #: 14166	Dept Contact: Gina St	afford	
Background and/or Reason for Change Order Request:  Increase lifetime maximum of contract by \$40,000.00, new lifetime maximum \$305,567.00. Increase due to vendor availability to perform more weatherization work as needed. Increase line 2 by \$40,000.00.							
		IN ACC	ORDANCE W	TTH 720 ILCS 5/33E-9			
(A) Were not r	easonably foreseeable at the	e time the co	ntract was sigr	ned.			
(B) The chang	e is germane to the original	contract as si	gned.				
(C) Is in the be	st interest for the County of	DuPage and					
			INCREASE	/DECREASE			
A Starting con	itract value					\$ 265,567.00	
B Net \$ chang	je for previous Change Orde	rs					
C Current con	tract amount (A + B)					\$265,567.00	
D Amount of t	his Change Order	$\boxtimes$	Increase [	Decrease		\$40,000.00	
E New contrac	ct amount (C + D)					\$305,567.00	
F Percent of c	urrent contract value this Ch	nange Order i	epresents (D /	(C)		15.06%	
G Cumulative	percent of all Change Order	s (B+D/A); (609	6 maximum on 6	construction contracts)		15.06%	
		DEC	ISION MEMO	NOT REQUIRED			
Cancel entire	order	Close Contr	ract	Contract Extension (29 d	ays) Consent O	าไy	
Change budge	et code from:		t	o:			
Increase/Decre							
Price shows:		should be:					
Decrease rema	aining encumbrance	Increase en and close co		Decrease encumbrance	Increase encum	brance	
		D	ECISION ME	MO REQUIRED			
Increase (great	ter than 29 days) contract ex	piration from	n;	to:		A magazina a managarina a manag	
Increase ≥ \$ 2,5	500.00, or ≥ 10%, of current o	contract amo	unt Fund	ing Source			
OTHER - explai	n below:				***************************************		
				Signature on File	1 11111		
NE	6166		25, 2024	<u>X</u>		6/25/24	
Prepared By (Initia	ls) Phone Ext	Dat		Recommended for Approva	I (Initials) Phone Ext	Date '	
		RI	EVIEWED BY	(Initials Only)	***************************************		
					-	(0/27/2011)	
Buyer		Date		Procurement Officer		Date	
Chief Financial Offi	COL		-	Chairman's Office			
(Decision Memos C		Date		(Decision Memos Over \$25	5,000)	Date	



# Decision Memo Procurement Services Division

Date:June 25, 2024

File ID #:\_\_\_\_\_

Purchase Order #:6791

This form is required for all Professional Service Contracts over \$25,000 and as otherwise required by the Procurement Review Checklist.

Requesting Department: Community Services	 Department Contact: Gina Strafford-Ahmed	
Contact Email: gina.strafford@dupagecounty.gov	 Contact Phone: 630-407-6444	
Vendor Name: Healthy Air Heating & Air Inc.	Vendor #: 14166	

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

Increase current PO by \$40,000, with funds already allocated to the current budget code. Funds are coming from a decrease from PO 6789.

**Summary Explanation/Background** - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished. Vendor Healthy Air has more availability to perform more weatherization work as needed.

Original Source Selection/Vetting Information - Describe method used to select source.

Competitive RFP was conducted in selecting vendor.

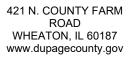
**Recommendations/Alternatives** - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

- 1) Do nothing have necessary weatherization work not performed for at risk residents.
- 2) Increase PO and ensure that necessary weatherization work is provided to at risk residents.

**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.

No cost impact due to funds being moved from another weatherization vendor to Healthy Air who is able to perform weatherization work as needed.

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





# AWARDING RESOLUTION ISSUED TO CLOUDGAVEL, LLC FOR THE IMPLEMENTATION AND ANNUAL SERVICE OF THE WARRANT MANAGEMENT SYSTEM FOR THE SHERIFF'S OFFICE (CONTRACT TOTAL AMOUNT \$652,500)

WHEREAS, proposals have been taken 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 CloudGavel, LLC, for the implementation and annual service of the Warrant Management System, for the period of July 10, 2024 through July 9, 2029, for the Sheriff's Office.

NOW, THEREFORE BE IT RESOLVED, that said contract for the implementation and annual service of the Warrant Management System, for the period of July 10, 2024 through July 9, 2029 for the Sheriff's Office, per RFP # 24-075-SHF, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to CloudGavel, LLC, 4305 Bluebonnet Blvd., Baton Rouge, LA 70809, for a contract total amount of \$652,500.

Enacted and approved this 9th day of July, 2024 at W	heaton, Illinois.
	DEBORAH A. CONROY, CHAIR DU PAGE COUNTY BOARD
Attest:	JEAN KACZMAREK, COUNTY CLERK



# Procurement Review Comprehensive Checklist Procurement Services Division

This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION						
General Tracking		Contract Terms				
FILE ID#: JPS-P-0019-24	RFP, BID, QUOTE OR RENEWAL #: 24-075-SHF	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$652,500.00			
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 07/02/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$652,500.00			
	CURRENT TERM TOTAL COST: \$652,500.00	MAX LENGTH WITH ALL RENEWALS: FIVE YEARS*	CURRENT TERM PERIOD: INITIAL TERM			
Vendor Information		Department Information				
VENDOR: CloudGavel LLC	VENDOR #:	DEPT: Sheriff-Corrections	DEPT CONTACT NAME: Commander John Putnam			
VENDOR CONTACT: Casey Roussel	VENDOR CONTACT PHONE: 866-297-5155	DEPT CONTACT PHONE #: 630-407-2050	DEPT CONTACT EMAIL: john.putnam@dupagesheriff.org			
VENDOR CONTACT EMAIL: casey.roussel@fusionstak.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.). Implementation and annual service of warrant management system to replace existing "mainframe" system which will be sunsetting. This contract is for 5 years with a first year implementation fee off \$100,000 plus a first year support and maintenance agreement of \$100,000. The remaining years of the contract will have a support and maintenance agreement paid on a yearly basis. This pricing was obtained through RFP via DuPage County procurement.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished To comply with all requirements and procedures for processing and tracking of court issued arrest warrants

SECTION 2: DECISION MEMO REQUIREMENTS					
DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.				
DECISION MEMO REQUIRED RFP (REQUEST FOR PROPOSAL)	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.				

	SECTION 3: DECISION MEMO					
SOURCE SELECTION	Describe method used to select source.					
	RFP process with evaluation and scoring conducted by a diverse group including Sheriff's Administration, IT and end users					
RECOMMENDATION AND	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).					
TWO ALTERNATIVES	Award vendor for new system or enter into discussions about maintaining current system at potentially twice the cost					

Form under revision control 05/17/2024 721

	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 Informat	ion			
Send	Purchase Order To:	Send Invoices To:				
Vendor: CloudGavel LLC	Vendor#:	Dept: Sheriff	Division: Budget Support			
Attn: Casey Roussel	Email: casey.roussel@fusionstak.com	Attn: Colleen Zbilski	Email: colleen.zbilski@dupagesheriff.org			
Address: 4305 Bluebonnet Blvd	City: Baton Rouge	Address: 501 N County Farm RD	City: Wheaton			
State: LA	Zip: 70809	State:	Zip: 60187			
Phone: 866-297-5155	Fax:	Phone: 630-407-2122	Fax:			
Se	nd Payments To:	Ship to:				
Vendor: CloudGavel LLC	Vendor#:	Dept: Sheriff	Division: Corrections			
Attn: Casey Roussel	Email: casey.roussel@fusionstak.com	Attn: Commander John Putnam	Email: john.putnam@dupagesheriff.org			
Address: 4305 Bluebonnet Blvd	City: Baton Rouge	Address: 501 N County Farm RD	City: Wheaton			
State: LA	Zip: 70809	State:	Zip: 60187			
Phone: 866-297-5155	Fax: Phone: 630-407-2050		Fax:			
Shipping		Contract Dates				
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Contract End Date (PO25): 07/10/2024 07/09/2029				

Form under revision control 05/17/2024 722

	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		Implementation	FY24	1000	4410	53806		100,000.00	100,000.00
2	1	EA		Support and maintenance yr1	FY24	1000	4410	53806		100,000.00	100,000.00
3	1	EA		Support and maintenance yr2	FY25	1000	4410	53806		105,000.00	105,000.00
4	1	EA		Support and maintenance yr3	FY26	1000	4410	53806		110,250.00	110,250.00
5	1	EA		Support and maintenance yr4	FY27	1000	4410	53806		115,750.00	115,750.00
6	1	EA		Support and maintenance yr5	FY28	1000	4410	53806		121,500.00	121,500.00
FYi	FY is required, ensure the correct FY is selected. Requisition Total \$					\$ 652,500.00					

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

Form under revision control 05/17/2024 723







# The County of DuPage, IL

Warrant Management System Software

RFP Number 24-075-SHF

June 6, 2024

Casey Roussel – President / CCO 4305 Bluebonnet Blvd., Baton Rouge, LA 70809 Phone: 225-412-2267

Email: Casey.Roussel@fusionstak.com

# **Executive Summary**

Here at CloudGavel, we have dedicated ourselves to building innovative solutions for Public Safety and State & Local Governments. We have a deep understanding of local governments and what is expected of their vendors. Our goal has always been to deliver the best product on the market and then follow it up with the best support on the market. No matter how hard we try, there will always be issues that arise and when they do, our trained team will be there with you to address them.

CloudGavel is nationally recognized as the leading voice in electronic warrants. Our leadership team were pioneers in the eWarrant industry and our eWarrant solution, CloudGavel, has become the most widely used eWarrant solution in the country. Because of our extensive experience and knowledge in this field, we have a very good understanding of what the needs are of DuPage County in regard to this RFP.

We understand that the needs of our clients are changing and that their systems must be able to adapt to those changes. Because of this understanding, we have designed CloudGavel to be responsive to these changes. Thus, allowing us to make real-time customizations and/or rapid software updates that allow our clients to stay on the cutting edge of functionality and useability.

CloudGavel created the most widely used eWarrant Systems in the country. More than 300 agencies nationwide depend on CloudGavel to meet their eWarrant needs. The state and local government agencies currently using CloudGavel include law enforcement, district attorneys, courts, clerks' offices, sheriff's offices, police departments and more. CloudGavel's law enforcement & Judicial domain user base exceeds 18,000 nationally with agencies that span from a single user to agencies of 2,000+ users. The following map depicts CloudGavel footprint in the country.

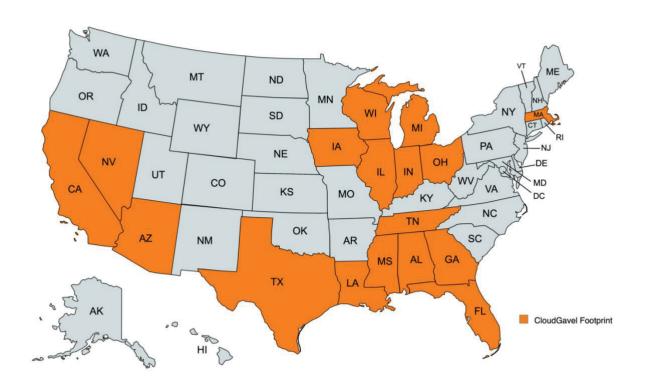
Our commitment to delivering that best solution and best customer support in the market has not only allowed CloudGavel to become the premier eWarrant solution in the country but it has also allowed us to have 100% client retention. CloudGavel is now used throughout 17 states by hundreds of agencies and our proudest accomplishment is that no agency has ever left the CloudGavel family.

We are most appreciative to have the opportunity to present CloudGavel to DuPage County.

Sincerely,

Casey Roussel President / CCO CloudGavel LLC

# **CloudGavel Client Footprint**



# **Description of Solution Functionality**

The CloudGavel Platform is the industry leader and a robust platform for criminal warrant, bench warrant, and subpoena management. Rather than starting with a custom build, the CloudGavel Platform allows the County to start with a proven solution that can be up and running in days to show participating agencies end-to-end document flow.



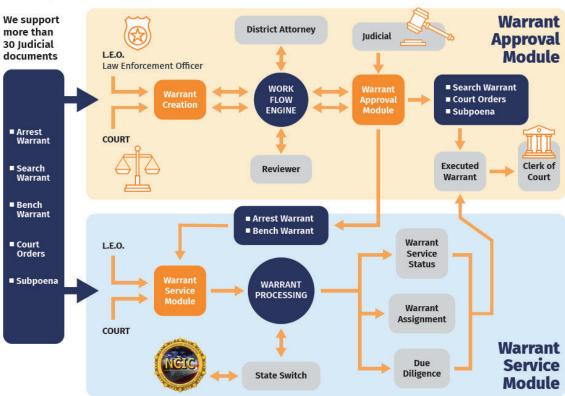
The CloudGavel Platform is currently hosted in the AWS government cloud and is built on Microsoft c#.net. The core CloudGavel Platform has eight modules that, when configured, will meet all the requirements of the County.

We will use CloudGavel as the product platform base to start your project and configure it to meet the needs in the RFP, policy documents, supporting documents and items identified during discovery. Our focus will be configuration and closing any gaps in the solution versus long cycle, high risk, low result, bug ridden custom development from scratch.

# CloudGavel cradle to grave warrant context diagram

Our team of subject matter experts has decades of government experience conducting one-time data migration from legacy systems into new replacement platforms. We also have vast experience in real-time APIs that are required to seamlessly share data with participating agencies groups through compliant secured encrypted data transmission channels. When the County chooses CloudGavel as their partner, what the County gets is a mature team and a mature CloudGavel platform. The CloudGavel Platform has over seven years of industry intellect and development built into the platform. This provides secure roles and configurable document management specifically for the warrant industry.



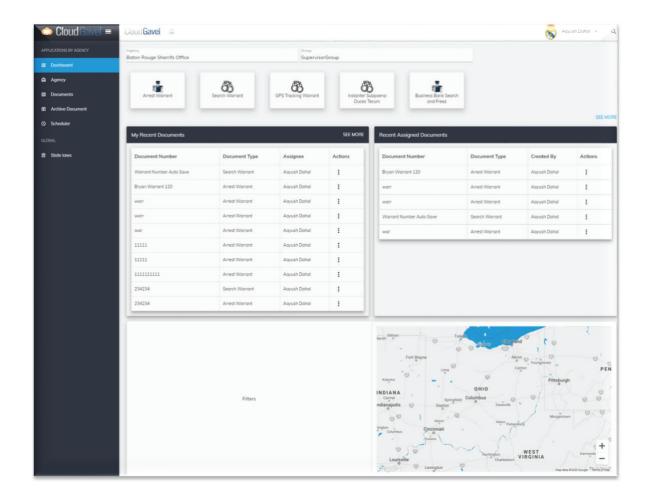


## CloudGavel Application



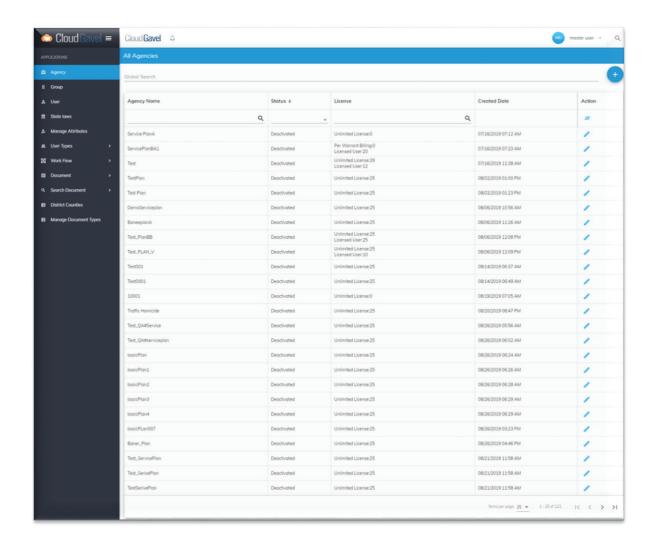
## **User Dashboard**

The CloudGavel dashboard is a powerful tool where the user can create documents and see their workload. The dashboard is divided into a search section where the user can select the desired agency or select across agencies. The Warrants templates available to the user are shown as icons at the top of the dashboard so the user can create a new document for data entry.



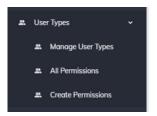
# **Agency Management**

The agency management screen lists all agencies in the CloudGavel system. The Super Administrator and Administrator can see the agencies they manage from a single listing. Edit capabilities allow the admin to set up the full configuration of templates, users, and workflow for the agency.



#### **Roles and Privileges**

CloudGavel has a robust security module. Security settings are configured in roles, groups, users, guest groups, and workflow depending on which security permission the administrator is configuring. Users and their groups are tied to permissions that are defined in the CloudGavel and give access levels to areas of the User Interface. The graphic on the right depicts the user type menu.

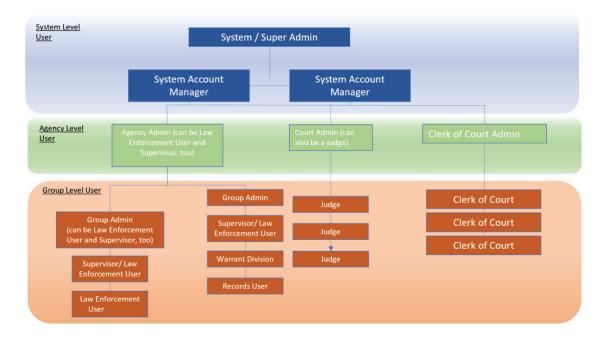


#### CloudGavel supports:

- Super Users Typically state level staff that will set up agency accounts.
- Admins Administrators at each agency (Court, Sherriff, PD etc.). Will manage the agencies configuration, workflow, user roles, warrant templates and core system administration. Admins can set up Group Admins and users.
- **Group Admins** Within an agency it is typical for there to be work groups and a taskforce. Group Admins allow an agency to create admins that manage and invite selected users.

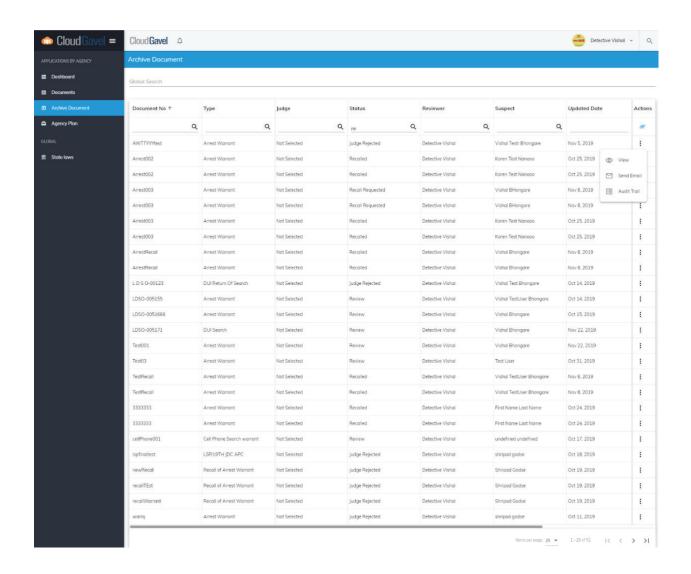
- Users Users are invited and configured by Admins or group admins. Users cannot administer system level settings.
- Guest Groups Guest groups can be added to an agency by an Admin. It allows two or
  more agencies to share users and work on configured warrant groups collectively. This
  occurs with a special taskforce, cooperative agreements. It also occurs when State Police
  work in support of an agency.

The graphic on the following page illustrates the administration hierarchy.



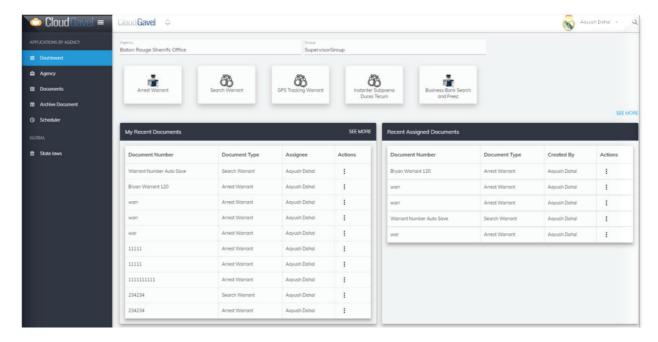
#### Search

The CloudGavel solution supports search, creation, approve, servicing and updating of warrant request and protection orders. The solution allows the creation of any document type in the template manager (Arrest Warrant and Protection Order). The search screen below will be configured for the primary search parameters needed by the county. As shown on the popup menu (graphic below), after a record is found, the user can view the record, send an email to the parties involved in creating the Warrants and Protection Order or see the audit history.



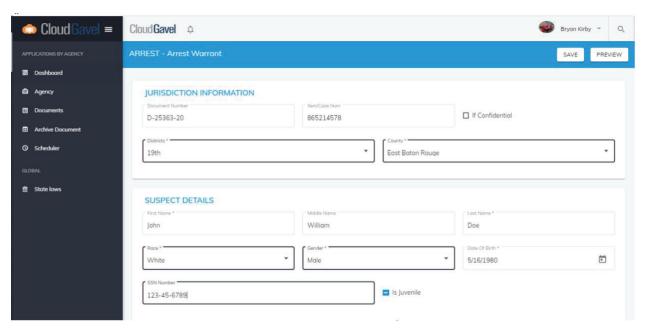
#### **Add Warrants**

The top of the dashboard for each user shows "card icons" to illustrate the type of document the user can add. These cards will be shown based on the users' permissions. For example, admin users will not have any add document cards. Some user groups will be able to add protection orders while others may not. To add a new Warrant the user will click the desired card icon and a data entry screen will be displayed. The next screenshot shows the dashboard with document add cards.



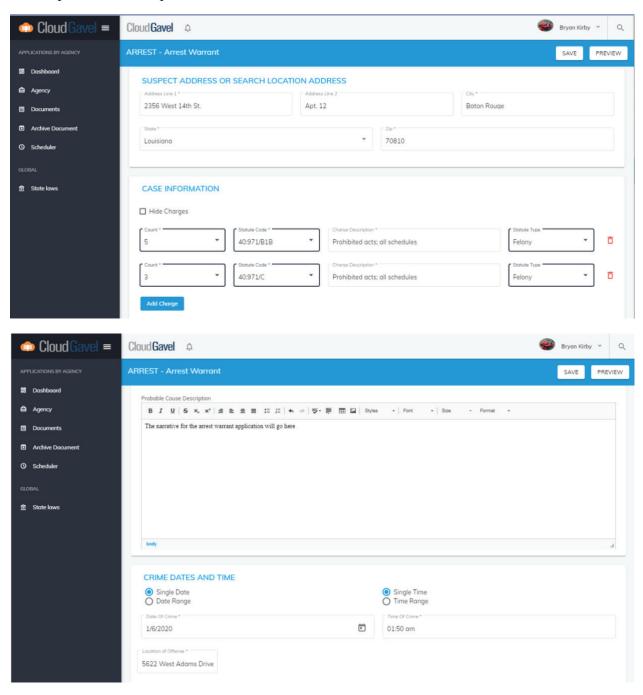
# **Enter Update**

The CloudGavel system has robust features for managing Warrants. As shown in the menu on the dashboard below, the user can view, clone, notify, update assignee or update the document based on their user permissions. Clone allows the user to replicate the document will all data to start a new audit trail or create a similar Warrant or Protection Order for another suspect/person under a similar situation. Typically cloning is used when more than one person is being arrested for the same incident. The next screenshot depicts an example data entry screen 1 - Warrants Data Entry.

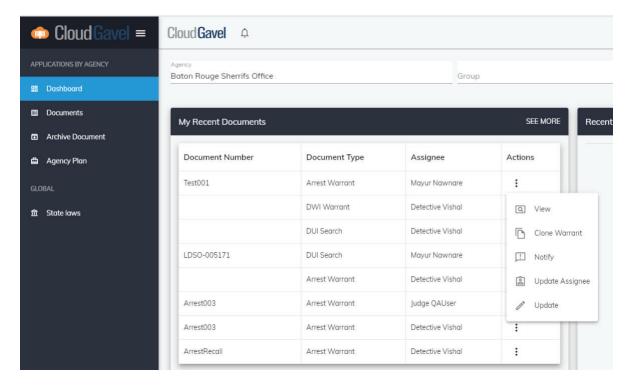


Below are sample data entry screens built using the CloudGavel Platform template creation system. As shown in the sample screenshots, the system allows a variety of text boxes, drop down

lists, check boxes, date selectors, and note fields. There is no limit to the number of fields or data types that can be captured in the template designer and then the CloudGavel Platform engine draws the template for data capture.

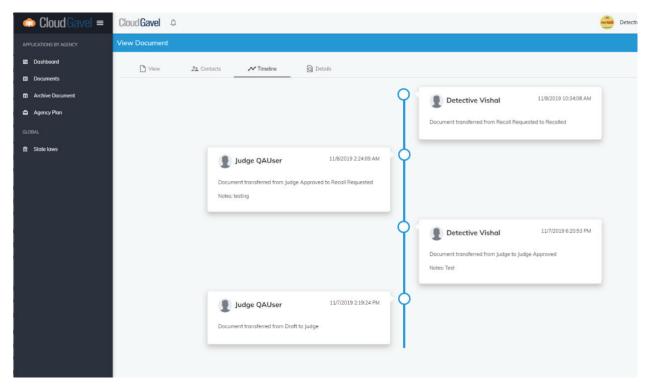


By accessing the ellipses icon in the My Recent Documents dashboard, the user can access several shortcuts to manage a document. These features include the ability to view the document, clone it, notify participants in the workflow, update the next assignment in the workflow, or update the content of the document. These functions are driven by the user's security permission and the rules established in the workflow configuration.



After opening the view menu, the user can see a snapshot of all contacts associated with the Warrant and Protection Order documents. The summary shows a timeline of when the contact participated in steps in the Warrants document workflow.

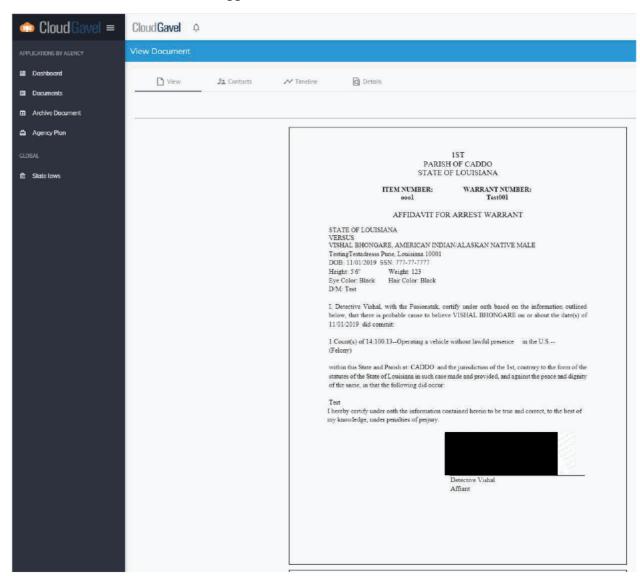
# Following are additional examples of data entry screens.



After opening the view menu, the user can print the Warrant and Protection Order documents from the print icon. The system will render a PDF document.



Warrants, or any other document capture the state adds to the CloudGavel Platform, are displayed as a PDF inside the CloudGavel application.



The CloudGavel Platform has three robust features for searching: Dashboard, Reporting and the Data Exchange. The dashboard is a user's central location for accessing their working queue of Warrants that they created, reviewed, approved or in service. The reporting system allows users

to search using selected fields and produce a preformatted report or export data to a CSV or XLS file. The Exchange is much like the user's dashboard but is the location where users can search across agencies for warrants. The Exchange allows the client to configure which types or warrants are shareable.

#### Warrant Template Manager

The CloudGavel forms development engine allows you to create new warrants, subpoenas, court orders, bond orders and any other documentation that requires court approval. The admin users can create the fields for each warrant type, assign permissions to users and CloudGavel will render the warrant for data entry when a user creates a new warrant. Users are assigned to a warrant by user role and group. There is also an option to make the warrant confidential or assign the warrant to a specific person within the authorized list of users. Users can upload PDF files/documents to each warrant. The administrator can do the following when setting up a new warrant template.

- Definition of warrant types
- Configuration of content
- WYSIWYG editing of content with rich text features for bolding, formatting and color content.
- Insertion of pictures, logos and images into content.
- Scheduling of begin and end dates for use of warrant configuration for seamless administration and testing.
- Track changes to each with version control

#### **Workflow Engine**

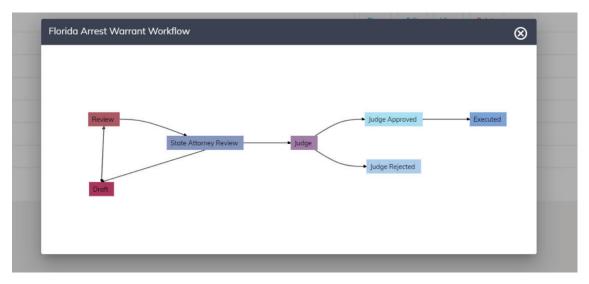
CloudGavel has industry standard workflows for supervisor approval of warrants and flow of warrants between judges and warrant affiants. All of this is out of the box with the ability to configure workflows dynamically. CloudGavel's powerful workflow engine enables the control and automation of the warrant process, documents, and electronic signing. New warrants can be added, and content adjusted at any time.

With each workflow, clients can decide what should happen, and modifying workflows is easy for any user skill. CloudGavel's default workflows can be used as is or configured for your specific needs. Workflows can be defined by roles, business processes or schedule. Users are alerted to pending tasks by the notification systems and the dashboard. Configuration is at your fingertips.

- Create simple or multistage workflows
- Delegate approvals in your absence
- Perform complex validation of data before processing.
- Generate notifications via email, SMS and in-app pop-ups
- Push or fetch data from other systems
- Trigger secondary or parallel workflows automatically
- Track workflow history

Audit log of data changes

The graphic below depicts WYSIWYG workflow engine designer



The solution allows printing of warrants and Protection order information as PDF documents. See printing discussion above under warrant entry and update.

The solution provides an electronic PDF document that is searchable and describes each screen. In addition, each screen has a help link.

CloudGavel Platform has an audit trail that tracks who edited a warrant with the date and time. As the document moves through the workflow engine, comments/notes and other data can be added to the warrant.

CloudGavel Platform has a robust search engine. The user can query data by a variety of information such as warrant number, SSN, agency, etc. During the discovery phase we will collect all the search fields needed and add them to the search screen as filter elements.

CloudGavel Platform will allow users to note and make comments on a warrant. If the user wants to make changes that another user created, the user either adds a note or comment transaction or clones the warrant and makes updates under their user account. This allows the original document content to remain intact. Review or judge can reject and comment on the change needed.

#### **Warrant Service Module**

Warrant Entry (Option 1) – CloudGavel Electronic Warrant (eWarrant) application The CloudGavel Electronic Warrant Module allows for officers and courts to fill out warrant applications, court orders and subpoenas in the online document processing application. For example, if an officer needs to get an arrest warrant for a suspect determined during the course of an investigation, that officer will begin this process in the eWarrant Approval Module.

First, the officer will fill out the affidavit and application for the warrant. In this affidavit, the LEO will include all relevant information concerning the suspect, the elements of the crime and the probable cause narrative. Once this application and affidavit is completed, the LEO will then send the document to the next step in the process. This may include review of the application / affidavit by a supervisor or a prosecuting attorney.

Next, the application / affidavit is sent to the "on duty" judge to be reviewed and, if approved, signed by the judge. During this step, the judge may also set up the amount of bond and any conditions for bond for the associated warrant. The judge's signature is added electronically, and the warrant is sent back to the requesting officer and the Warrants Division of the DuPage County Sheriff's Office.

The Warrants Division user is then notified that a warrant has been submitted. They then open the submission and review the information that was provided in the application. This information is limited to the suspect and the elements of the charges from the warrant; the information from the probable cause narrative is not available to the Warrants Division users. Once the Warrants Division user verifies the information provided on the warrant, the warrant is then confirmed and entered into the CloudGavel Warrant Service Module and LEADS.

Note that any document that needs to be processed by the Law Enforcement Agencies, prosecuting attorneys or the courts can be created, distributed, and signed within the CloudGavel eWarrant Module. This can include Arrest Warrants, Bench Warrants, Search Warrants, Subpoenas, Court Orders and any other document type.

Warrant Entry (Option 2) – Manual entry into the CloudGavel Warrant Service Module This option follows more closely the existing warrant entry method. The application and affidavit are created manually by the officer and printed out. The printed copy is carried to the on-duty judge to be signed by hand. The officer then carries the signed warrant to the Warrants Division at the Sheriff's Office where it will be manually entered in the Warrant Service Module and CLETS.

Once the Warrants Division receives the paper copy of the warrant, the user then enters the suspect information, related charges, and bond information into the Warrant Service Module. (This is the same information that would be imported from the CloudGavel Warrant Module.)

*Warrant Entry (Option 3)* - Warrants can be auto-entered through an integration between CloudGavel and a third-party records management system operated by the Courts, Clerks, etc...

#### **Warrant Assignment**

Both entry methods will allow the warrants division user to select the "Originating" agency (required), the "Agency Assignment" (optional). If the user selects the Agency Assignment, they can also pick a user OR user group to which the warrant would be

assigned for execution. If no agency is selected at the time of warrant entry, the warrant division users at the Sheriff's Office would need to select that agency later. If an Agency is selected, but no user or user group is selected, the warrant division user OR an agency administrator at the assigned agency could select the user or user group assigned to the warrant for execution.

#### **Submission To LEADS/NCIC**

After the warrant entry / import process has been completed, the Warrant Division user will be prompted to submit the warrant information to LEADS/NCIC. Upon confirmation, the warrant information will then be submitted to the State Switch and sent to NCIC and LEADS.

Warrant updates made through the Warrant Service Module can also be confirmed and pushed to NCIC/LEADS. This will include status changes, charge/bond changes and suspect information/details updates. After the change is made by authorized personnel, the user will be prompted to update the NCIC/LEADS entry through the Warrant Service Module.

#### Warrant Service/Due Diligence

Once entered, the assigned agency will be responsible for maintaining, updating, and correcting the warrant in the Service Module. Specific users, including users responsible for the administration and execution of the warrant, will have access to the warrant for administrative purposes. These two roles can be, but do not have to be, assigned to the same user. (i.e. – the release to agency may have a "warrants division" user assigned to administer the warrant and a separate officer assigned to execute the warrant.) Each of these roles and what they can do will be based on role-based permissions. These functions include, but are not limited to, the following items:

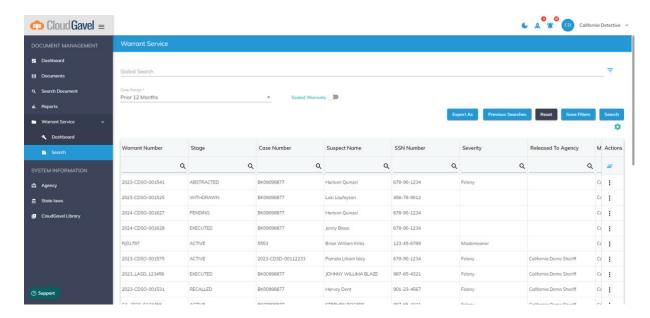
- Update suspect name, suspect demographic information, suspect identifiers (SSN, FBI, LEADS, etc.),
- Suspect location information including current, last known, and suspected addresses and, if incarcerated, that the suspect is incarcerated and the location of incarceration
- Charging and bond information
- Updating State and status (Active, On Hold, Outstanding, Served, Recalled, Error) and the states relative status
- Adding, editing, or updating warrant service notes, including reports on Due Diligence
- Assigning the warrant to a specific user or user group to be served
- Print, download to PDF or email the warrant abstract
- Print, download to PDF or email the warrant information sheet
- Print, download to PDF or email the warrant service history, including due diligence
- Run on demand or schedule agency level reports. These reports may be printed, downloaded as PDF or emailed to other users inside the system.

#### **Warrant Information Access**

After the execution or recall of the warrant, the assigned agency or the warrant division of the Sheriff's Office can update the warrant status to reflect this change. Once moved to the status of served, recalled or error and placed in inactive status, only users with the specifically assigned permission would be able to move the warrant from these stages/statuses back to "active."

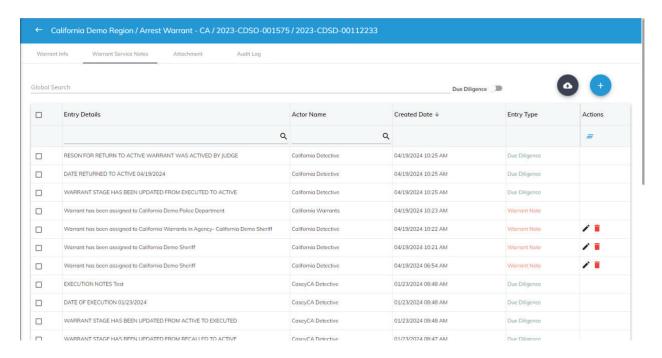
At any point during the warrant service process, all authorized parties can access the warrant information in a "view only." This may include the Courts, the Clerk of Court's office, county prosecutors and approved Law Enforcement Agencies.

#### Warrant Service Module Screen Shots and Text



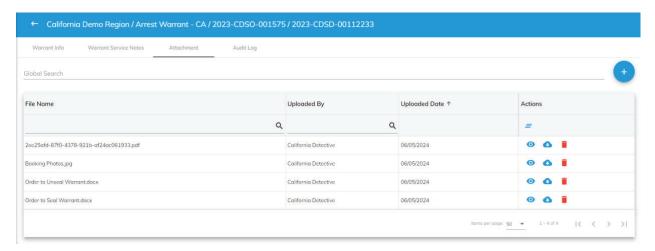
#### Warrant Service Module - Search Results Grid

- Results can be sorted by clicking in the header of each column. This will alternate between ascending and descending order.
- Results can be filtered by adding a value in the column filter (beside the magnifying glass).
- Results can also be filtered by adding a value to the Global Search at the top.
- Once the correct warrant is located, that entry can be viewed by clicking the "action button" in the far-right column and selecting view. Other actions can be added to the main page as needed.



# Warrant Service Notes / Due Diligence Log

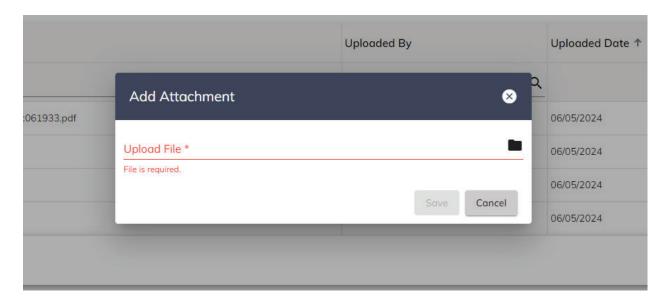
Lists all activity and entries made for the specific warrant. Users can download a list of the entries into CSV or PDF. New warrant notes and Due Diligence activities can be added from this page. Data updates, document uploads, assignments and status/stage changes are automatically entered on this page. Entries can be sorted and filtered by utilizing the column header (to sort) and the column filters. Global search will search/filter all columns for the entered data. Actions, including viewing and updating the entries, can be taken by clicking the button in the action column and selecting the appropriate action.



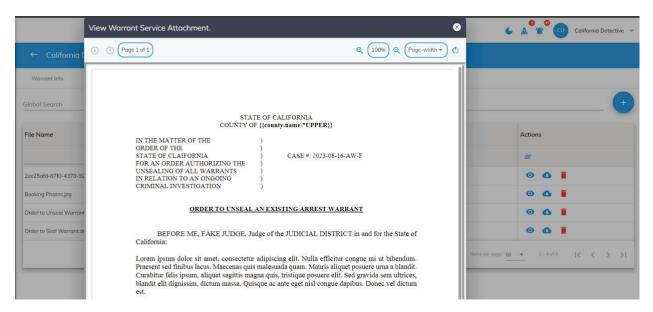
#### **Attachment / Document View**

Externally generated documents can be uploaded to and accessed from the attachment page. New documents are added by clicking the add button (top right of the grid) and uploading the document by file selection or drag/drop. Uploaded documents can be viewed in an iFrame

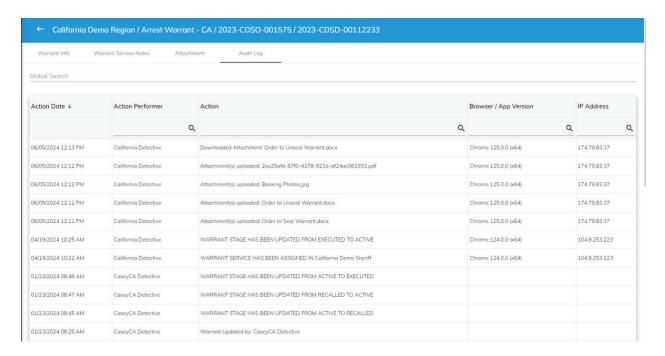
window by clicking the "view" icon. Uploaded documents can be downloaded to the user's local machine by clicking the "download" icon.



# File Upload Utility



Uploaded File iFrame Window View



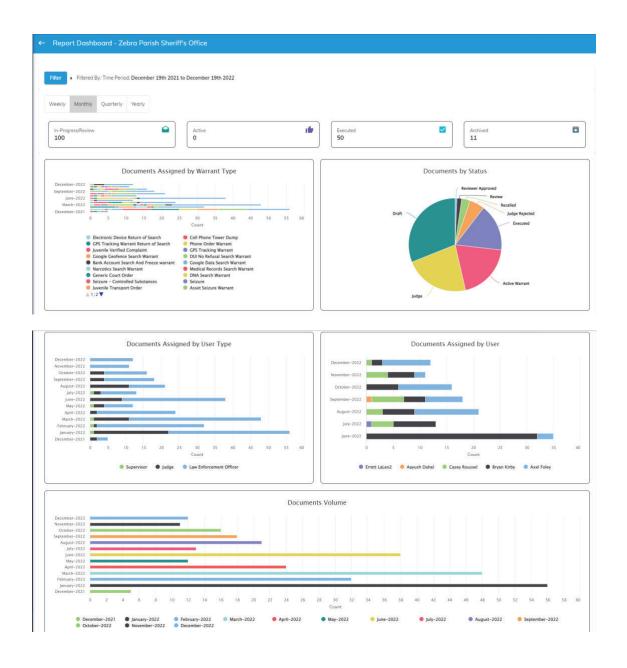
# Warrant Service Audit Log

All actions taken on the warrant entry, including view, print and export, are recorded Information from the grid can be exported to CSV or PDF.

#### CloudGavel Warrant Dashboard

#### Reporting

CloudGavel platform supports configurable dashboards and extensive reporting which are capable of being pulled for various warrant types in the Status/Stages in the system. Filters can be added to allow you to see warrants by any captured parameters. You can generate reports in graphical or in tabular format which can be exported to CSV or Excel.



#### **GIS**

The CloudGavel Platform geographic information system uses location-based technology services to geographically show where Warrants and Protection Orders are located when they have a geographic address. This system allows for identification of hot spots of activity and optimizes the serving of warrants by allowing a user to organize activity around a geographic location. During the setup of a warrant template, the administrator identifies which addresses should be geocoded and CloudGavel automatically converts those addresses for geographic presentation on the user's dashboard.

# **Mobile Application**

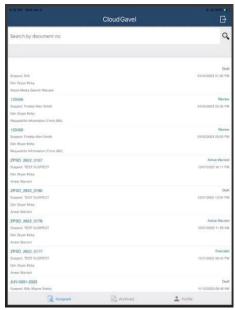
The CloudGavel Mobile application is available on iOS and Android. It allows users to search for warrants by present parameters, view warrant information / documents (as permitted), and update warrant statuses. The app also meets all LEADS and CJIS security requirements for mobile devices connecting to CJI data, including the use of Apple FaceID and Android Biometric Authentication for Two Factor Authentication.



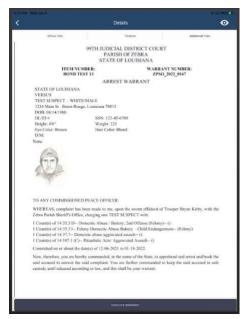
Standard log in procedures with 2FA



Warrant Search Filters



Assigned Warrant Pick List



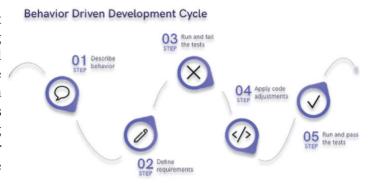
Warrant view (if desired) with status update ability

# **Description of Technical Architecture**

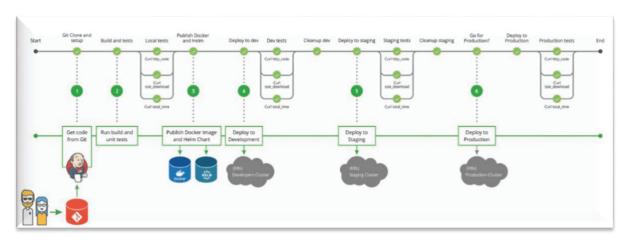
#### **CloudGavel Application Platform**

CloudGavel's API-driven decoupled layer application architecture is built on the Microsoft .net Core using a SQL server as the backend database. We currently host 250 agencies in the AWS Government cloud in a multi-tenant SAAS (Software as a Service) environment. One customer in Florida hosts the system on-premises. CloudGavel is a CJIS-compliant solution hosted in AWS GovCloud (US) using the latest Full Stack development technologies. Based on the requirement of the agency, we can support LA 's system as stand-alone database or part of multi-tenant architecture.

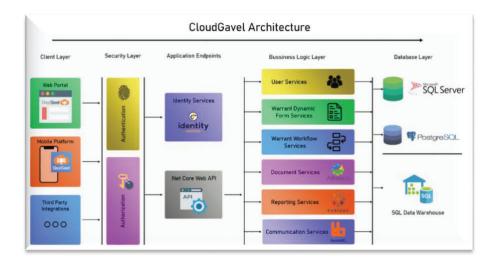
CloudGavel uses Agile project management methodologies running two weeks sprint for enhancements and continuous development of the platform. Our behavior-driven development (BDD) process encourages collaboration among developers, QA and non-technical or business participants in a software project.



At the conclusion of each requirements analysis and throughout, the Scrum master will aggregate all the requirements gathered and develop a backlog of work to be performed. We will develop this in collaboration with stakeholders to ensure that the correct priority is being given to each item. Following CloudGavel's priority scoring framework, priority will be determined by assigning a score to each the urgency of the item and the value of the item. CloudGavel, as an agile software delivery group, will deliver each item iteratively through the sprint life cycle. The following steps show end-to-end SDLC of CloudGavel Platform.



CloudGavel technology stack uses the latest best-in-breed development tools to provide a robust framework for application engines.



Client Layer - CloudGavel is a 100% web-based solution accessible using all modern web browsers. CloudGavel is also available as native IOS app downloadable from an app store. Platform is using Angular as client-side script with modern responsive theme. External products like CMS, jail management system exchange data and communicate with CloudGavel platform using authorized API end points. Development stack:

- Angular
- HTML 5
- IOS
- Material UI

Security Layer - The CloudGavel Platform is fully compliant with all aspects of the CJIS Security Policy that are applicable to the services we propose to provide the State. Deployed on Amazon Web Services (AWS), the CloudGavel Platform benefits from the industrial- strength AWS security infrastructure. CloudGavel platform uses Amazon Web Services (AWS) utilities and tools to encrypt their criminal justice data in AWS GovCloud (US) employing FIPS 140-2 validated encryption in-transit services and FIPS-197 compliant encryption for data at-rest. Please refer to application security document for detailed security layers architecture of CloudGavel Platform. Development stack:

- AWS WAF
- Identity Server
- Two-factor authentication
- OWASP top 10 vulnerability management & penetration testing

**Application Endpoint** – Application endpoints are the bridge establishing secure & authenticated connections between business logic and user layers. The user (resource owner) initiates an authentication request with the identity server. If the credentials are valid and everything checks

out the authorization server obtains end-user consent and grants the client application an access token. System generate signed JWT token once the user authentication is verified. The token contains user identity and authorization details of the user. Every communication endpoint requires a JWT token to be sent with HTTPS call.

Development stack

JWT authorization token

**Business Logic Layer** - The business logic layer is the core of CloudGavel Application platform. In the logic layer, classes decide what information they need to solve their assigned problems, request data from the data layer, manipulate that information as required, and return the ultimate results to the presentation layer for formatting. Platform has further divided the layer into following smaller group for easy of management and classification.

- User Services: Users role and permission management services
- Dynamic form services: Engine to create dynamic data capture forms based on JSON configuration.
- Workflow services: Engine to configure document approval workflow with multiple business rules and stages transition
- Document services: Document storage and retrieval
- Reporting services: Customizable reports and dashboards. Analytical visualization tools
- Communication services: Message queuing, email and SMS notification

Database Layer - CloudGavel platform uses RDS SQL Server with Multi-AZ configuration.

#### API Platform - Real Time Data Exchange using CloudGavel

CloudGavel's de-coupled application architecture offers a flexible data management and exchange solution using JSON-based Restful API framework.

For the Law enforcement domain that needs strong and seamless integration, pulling a constant stream of data from one or more sources is critical. CloudGavel set of APIs is designed to decrease development time, save storage space on endpoint devices, and overcome any differences in the standards or programming languages used to create the data that lives at either end of the bridge.

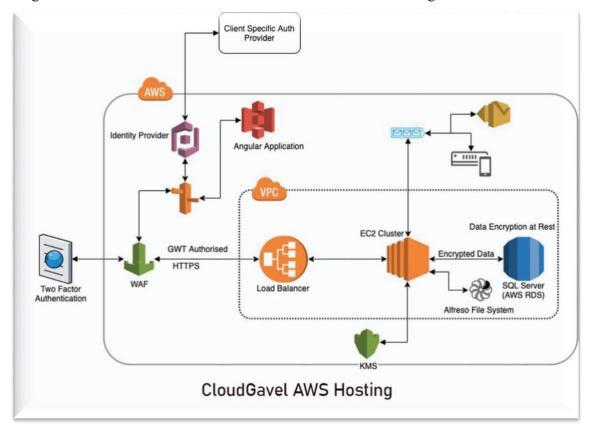
The CloudGavel data tier provides the logical storage location and processing for all database related information and file type media. CloudGavel utilizes a redundant, cloud-based relational database architecture to house client data in federated databases, ensuring maximum data integrity and performance when exchanging data with the business logic tier. File type media management is also controlled by the data tier and stores data on redundant, high availability cloud storage platform.

CloudGavel Platform makes several API endpoints available for County integration who wish to interact and integrate with the data within the platform.

# **CloudGavel Hosting & Network Diagram**

CloudGavel Platform uses AWS to manage and secure their applications, data, and other CJIS resources in the AWS GovCloud (US). AWS GovCloud (US) Regions consist of US data centers hosting services authorized to FedRamp High, managed by US citizens, and offering the FIPS validated endpoints necessary to build CJIS-compliant solutions.

One critical control is the use of independently tested and validated encryption to protect sensitive information both in-transit and at-rest, regardless of physical location. Another critical control involves limiting access to individuals that hold or manage encryption keys, allowing CloudGavel to define and limit the universe of users with logical access to CJI.



AWS empowers CloudGavel Platform to encrypt their criminal justice data in AWS GovCloud (US) employing FIPS 140-2 validated encryption in-transit services and FIPS-197 compliant encryption for data at-rest.

#### Authentication

Support for 2-Factor Authentication

Support for Azure activity directory and OKTA authentication software

**Application Security:** 

- Core components of the application architecture are secured within a private VPC
- All requests to the application are governed by WAF (Web Application Firewall)
- All the API requests are made over HTTPS

• All the keys are managed in Key Management System (KMS) with restricted access

#### **Data Security**

In compliance with CJIS standards, all critical data is encrypted in rest and in motion

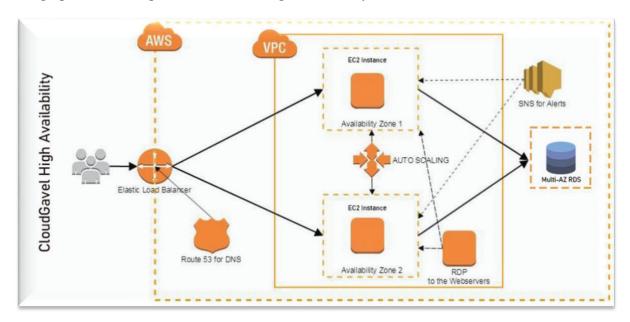
#### **Scalability**

Application is hosted on an EC2 cluster front ended by Application load balancer for seamless scalability

#### **Monitoring & Alert**

Set Up CloudWatch for application monitoring and Alerting

The graphic below depicts CloudGavel high availability structure

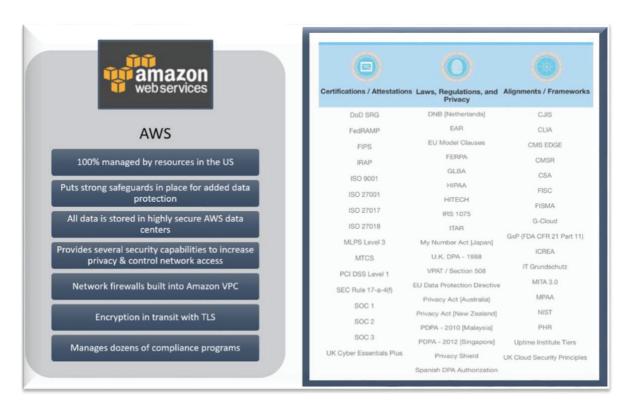


## **CloudGavel Application Security**

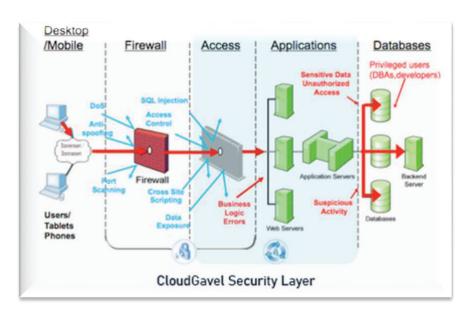
CloudGavel Platform is fully compliant with all aspects of the CJIS Security Policy that are applicable to the services we propose to provide the State.

Deployed on AWS the CloudGavel Platform benefits from the industrial- strength AWS security infrastructure. CloudGavel platform uses AWS utilities and tools to encrypt their criminal justice data in AWS GovCloud (US) employing FIPS 140-2 validated encryption in-transit services and FIPS-197 compliant encryption for data at-rest.

Platform addresses all stated DAS/ODPS security requirements including logging, data center security, encryption, antivirus, network security, access and identity management and data handling.



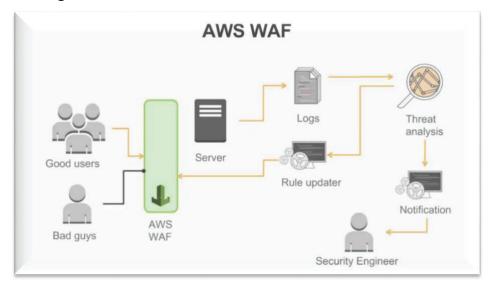
CloudGavel platform has implemented layered security structure for robust and configurable security needs as per modern cloud platform.



We also use AWS WAF for application-level firewall to detect common web exploits that may affect availability, compromise security, or consume excessive resources.

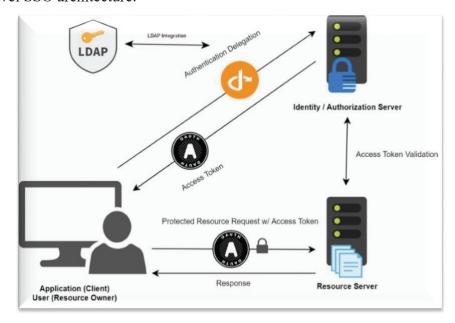
All data communication over the internet is secured via Transport Layer Security protocol (TLS) using HTTPS. Security certificate is created using 2048 bits key for the highest possible encryption.

CloudGavel Platform uses AWS WAF in conjunction with CloudWatch for application-level firewall. WAF monitors HTTP and HTTPS requests for Application Load balancer to secure and protect our traffic against DDoS or malicious attack.



CloudGavel Platform uses 2-factor authentications with an option for single sign on integration using Azure active directory or OKTA authentication software.

The following is a diagram showing the process flow for authentication and authorization for the CloudGavel SSO architecture:

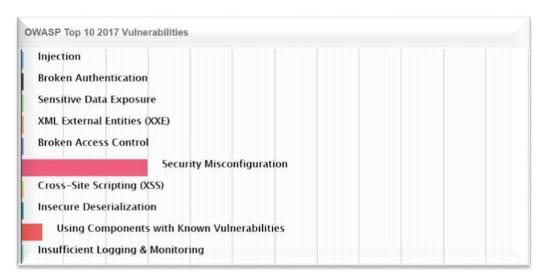


The user (resource owner) initiates an authentication request with the identity server.

If the credentials are valid and everything checks out, the authorization server obtains end-user consent and grants the client application an access token.

The access token is attached to subsequent requests made to the protected resource server. The authorization server validates the access token; if successful the request for protected resources is granted, and a response sent back to the client application.

CloudGavel incorporates OWASP (Open Web Application Security Project) top 10 security prevention and detection steps in their SDLC. Third party tool Qualys is continuously used for penetration testing during development and in production.



CloudGavel Platform adheres to the following best practices for the database security: The database layer is configured to run in private VPC and only accessible by web server over secure TCP protocol.

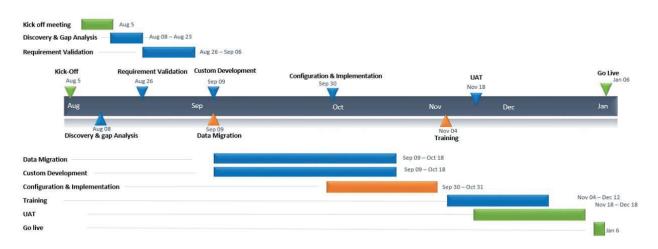
- We encrypt both live and backup database files
- We continually Audit and monitor database activity

CloudGavel follows CJIS policy listing our disaster recovery and backup plan.

# **Project Timeline Estimate**

Steps	Start Date	End Date
Kick Off	08/05/2024	
Discovery & Gap Analysis	08/07/2024	08/23/2024
Requirement Validation	08/26/2024	09/06/2024
Data Migration	09/09/2024	10/18/2024
Custom Development	09/09/2024	10/18/2024
Configuration & Implementation	09/30/2024	10/31/2024
Training	11/04/2024	12/06/2024
UAT	11/18/2024	12/16/2024
Go Live	01/06/2025	

# The DuPage County Sheriff's Office Warrant Management Software Implementation Plan August 5<sup>th</sup> 2024 – Jan 6<sup>th</sup> 2025



# **Product Support & Maintenance**

CloudGavel will develop a training plan working in conjunction with the County and provide as part of the initial deliverable. The training methodology on this project will consist of the train-the-trainer concept. We will develop course material and conduct training for administrators and helpdesk at the state level. We will conduct training of the administrator and super users for agencies. Each of these trained trainers will be responsible for training users under their respective domains.

#### **Training Plan**

The Training Plan Methodology will address, at a minimum, the following topics: Training goals/standards and the specific plan for training technical personnel and end users.

Strategy for providing training early in the project to allow the training goals to be implemented throughout the project life cycle.

Tasks, deliverables and resources necessary to complete the training effort and identify tools and documentation necessary to support proposed effort.

The different types of training, the specific courses and course materials, the training approach for both technical personnel and end users, and how training effectiveness shall be measured and addressed.

A description of deliverables to support initial and ongoing training including user manuals, system manuals, on-line help, and training materials for technical/non-technical personnel.

Knowledge Transfer to enable State personnel to operate, maintain, configure and modify the new systems including operation of the testing tools, supporting infrastructure, and security.

Metrics for tracking progress in achieving training and knowledge transfer objectives.

Reporting progress of training and knowledge transfer activities.

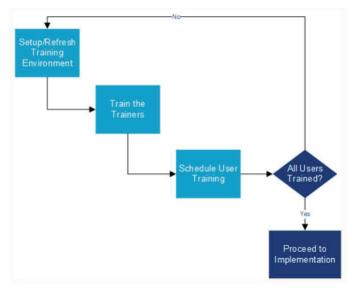
Strategy to minimize impact to business operations during transition to new system.

- Deliverables and Training Courses to be Addressed in Training Plan
- Knowledge Transfer for User Support
- System Administration and Configuration
- Server hosting, backup and DR plan
- In depth training for each module of the CloudGavel product

#### **Training Environment**

All training will occur on the latest build of the software in the Training cloud environment setup on AWS. The appropriate data will be staged to make the training meaningful. A separate database server will be set up for training purposes. Before each training session, the training database will be reloaded with the latest release from the data migration process, and the server will be loaded with the latest test version of the CloudGavel application.

Training will be a combination of webcast, in-person and online selfserve videos. For smaller groups and for judiciary training will be via a webcast. For train the trainer and key technical resources we will provide onsite training over a 4-hour period that covers 2 shifts of workers. We will have five sessions of train the trainer training which will be defined the training program submitted to the County during initial planning phase. We will work with County local IT and training resources responsible for setting up any local equipment for training. Team CloudGavel will not



provide training equipment other than a laptop and projector for the trainer. The graphic on the right depicts the methodology for training process flow

#### **Develop and Provide Training Materials**

CloudGavel will develop the training material required to train County staff, users, technical and operational teams. A plan for the various training material will be submitted to the County for review and approval. After the plan is approved, training material will be created and submitted to the County for final approval. Training materials will be available in online help, and in PDF format. We will provide all source files to the County in Microsoft Word format or other native file formats. This training material will cover the system's operation from a user standpoint and the configuration and maintenance components of the system for continued system administration. Team CloudGavel has developed a custom documentation program consisting of the following deliverables:

- Training Materials
- Plan for Development of Training Materials
- System Administration and Configuration
- User Training materials for Judges, Clerks, and Law Enforcement

#### Support

The proposed solution for DuPage County would include two tiers of support.

County Application Administrators and Local Agency Administrators would handle Tier One support. CloudGavel currently has several user types that would allow local HR or IT support personnel to handle these functions from the County or Local level without having access to any CJI. These functions would include, but are not limited to:

- User account creation
- User account deactivation
- User password reset (in addition to self-service password reset functions)
- FAQ on common workflow and process issues
- Updates for system configuration at the Application Administrator level

Tier One support should be available at a local telephone number, by email and by an integrated support portal inside the system. This contact information will be available inside the application on the primary login page and in a "support" link.

Tier Two support would be handled by the CloudGavel Support Specialist team. Members of this team would be readily available for contact during normal business hours and on an "on call" basis any time after normal business hours, weekends and holidays. Team members that are available "on call" are fully trained in the Warrant Service Module and will be able to assist with any questions at any time.

Tier Two support should be contacted by local support personnel if any issues need to escalate beyond Tier One support. Tier Two support can also be contacted directly by County or Local agencies if needed or if Tier One support is not available. Contact information for Tier Two support will be made readily available to Tier One support personnel as well as provided directly to the Application and Agency administrators.

CloudGavel also currently has a support portal managed in the Fresh Desk CSM application. This application runs outside of CloudGavel and is used to maintain a library of FAQs, contact information and training materials. This portal would be utilized as deemed appropriate by DuPage County for the Warrant Service Module. Fresh Desk also allows CloudGavel to manage support requests with a ticketing system and can be used in collaboration with DuPage County Sheriff support personnel.

#### PROPOSED STAFF

#### Business Relationship Management

The Business Relationship **Team comprises Casey Roussel as the CloudGavel Engagement Manager.** Casey will be CloudGavel's senior leadership responsible for the overall success of the roject and execution of the contract. He will serve as the escalation point for the County's Project Team in anything related to the delivery team, contract, and client satisfaction.

#### Project Management

**Bryan Kirby, Project Manager** Bryan is the Project's Key Resource and serves as Project Manager to ensure the project is managed and executed through the initiate, plan, execute, monitor, and close phases. Bryan has worked on projects with multiple law enforcement agencies in the public safety and justice area for over 9 years.

#### Technical Team

The Technical Team is responsible for gathering interface requirements, developing interfaces to the ISD external systems, and performing additional product enhancements to meet the County's business requirements.

The Technical Team is led by **Sunil Shahi**, **Solution Architect**. Sunil will provide technical support to the project team, including network and server infrastructure. Sunil has over 10 years of experience as a product engineer and has played an integral role in 100+ CloudGavel implementations over the past few years.

Aayush Dahal, Interface Lead. Aayush will be responsible for the design of the CloudGavel solution through an understanding of the client's business needs and requirements. Aayush drives the company's product vision and roadmap to support the organization's business strategy. Aayush, has over 6 years of related work experience.

Robert Jones, Data Conversion Lead: Robert will perform all database administration and engineering tasks consistent with the requirements, designs, test cases, and project standards. Robert has over 10 years of experience as a Database (DB) Administrator and has performed numerous data conversions for projects similar in size and scope to the proposed project.

Suman Sahu, Business Analyst: Suman will provide analyst services to the team during the Requirements, Data Conversion, and Testing phases. Business Analyst. Suman has extensive knowledge of requirements elicitation, documentation, traceability, testing, and client training. His experience with System Functional Testing, User Acceptance Testing, and Regression Testing contributes to his ability to develop quality testable requirements and business rules. He has experience through the entire Software Development Lifecycle, which gives him the macro lens to identify areas for continuous improvement on projects. Suman has an Entry Certificate in Business Analysis (ECBA) from the International Institute of Business Analysis.

#### References

**SIMILAR CONTRACTS/RFPS PERFORMED:** List below contracts under which the Proposer has provided similar services during the past three (3) years from the release date of this RFP. At least three (3) references are required. It is the prospective proposer's responsibility to inform the reference contact person that we will be contacting them.

Proposer's technical and support capabilities will be verified through reference checking, which may include site visits and contact with other clients or vendors.

# **REFERENCE NAME #1:** 6<sup>Th</sup> Judicial Circuit, Florida (Pinellas/Pasco County) ADDRESS:

400 South Fort Harrison Ave., Clearwater, Florida 33756

#### **CONTACT PERSON:**

Adam Ross

Executive Director - Florida State Attorney's Office

Sixth Judicial Circuit of Florida

PHONE NUMBER: 727-464-6228. EMAIL: adamross@flsa6.gov

DATE OF CONTRACT: January 1, 2022, through perpetual

#### DESCRIBE PROJECT/SERVICES

Our CloudGavel Solution is deployed throughout the entire 6<sup>th</sup> Judicial Circuit. This includes all Sheriff's Office, all municipal police departments, and all state agencies. Agencies use CloudGa generate, process, and track criminal warrants through the entire warrant life cycle.

#### REFERENCE NAME #2: Palm Beach County Sheriff's Department, Florida

#### ADDRESS:

3228 Gun Club Road, West Palm Beach, Florida 33406

#### **CONTACT PERSON:**

Trina Hayes

Division Manager – IT Program Management

Palm Beach County Sheriff's Office

PHONE NUMBER: 561-688-3511 EMAIL: HayesT@pbso.org

DATE OF CONTRACT: Sept. 2016 through perpetual

#### DESCRIBE PROJECT/SERVICES:

Our CloudGavel Solution is deployed throughout the entire County of Palm Beach Florida. This includes all Courts, the Sheriff's Office, all municipal police departments, and all state

agencies. Agencies use CloudGavel to generate, process, and track criminal warrants through the entire warrant life cycle.

#### **REFERENCE NAME #3: Las Vegas Justice Court**

ADDRESS: 200 Lewis Ave, Las Vegas, Nevada 89155

CONTACT PERSON: Judge Cynthia Cruz Chief Judge Las Vegas Justice Court

PHONE NUMBER: 702-671-3381 EMAIL: Cynthia.Cruz@clarkcountynv.gov

DATE OF CONTRACT: November 2021 through perpetual

#### DESCRIBE PROJECT/SERVICES:

Our CloudGavel Solution is deployed throughout the entire State of Nevada. This includes all Courts, Law Enforcement Agencies, and the Nevada Highway Patrol. Agencies use CloudGavel to generate, process, and track DUI warrants through the entire warrant life cycle.

#### **SECTION 9 - PROPOSAL FORM**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Offeror	Cloud	Gavel LLC				
Main Business Address	4305 E	Bluebonnet Blvd.				
				11-2-31-1		
City, State, Zip Code	Baton	Rouge, LA 70809				
Telephone Number	866-29	97-5155				
Fax Number						
Proposal Contact Person	Case	y Roussel - President/C	СО	The state of the s	************	
Email Address	casey	.roussel@fusionstak.co	m			
the Owner/Sole Proprietor		a Member of the Partnership	X	an Officer of the Corporation		a Member of the Joint Venture
		nd that the members of	the Pa		STREET, SCHOOL	oration are as follow
Pratyush Kun	nar			Casey Ro		
(CEO)				(President	(000)	
Devika Sing (Secretary / Trea						
urther, the undersigned declerein; that this Proposal is more proposed forms of agreement the office of the Procurement ther documents referred to addenda No,	nade without ent and the nt Manage or mention, and poses and of constructed to in the fies and we with the life of the number of	out collusion with any of the contract specification are, DuPage Center, 421 and in the contract did issued agrees, if this Proposition, including transposition, including transposition arrants that he is duly Partnership Agreement	ther pe s for the North ocume theret al is a rtation the ma authori or by-	rson, firm or corporation above designated purchased pur	on; that lurchase, wheaton, dattach linecess of furnish prescribrtification	he has fully examin all of which are on a Illinois 60187, and ed exhibits, includi sary machinery, too all the materials a ed. n/affidavit on behalf
urther, the undersigned certi ither 720 Illinois Compiled St f 820 ILCS 130/1 et seq., the	atutes 5/3	3 E-3 or 5/33E-4, prop				
he undersigned certifies that efore submitting this proposa						ked the same in det
a Corporation, the undersignere properly adopted by the eld and have not been repeal provide a copy of the corporation.	Board of I led, nor mo	Directors of the Corpora odified and that the sam	tion at e rema	a meeting of said Boa ain in full force and effe	rd of Dir	ectors duly called a eror may be request
		THE COUNTY O	F DUPA	GF		

Further, the offeror certifies that he has provided services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

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

#### PROPOSAL AWARD CRITERIA

This proposal will be awarded to the most responsive, responsible vendor meeting specifications based upon the highest score compiled during evaluation of the proposals outlined in the selection process.

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

CORPORATE SEAL (If available)

#### PROPOSAL MUST BE SIGNED FOR CONSIDERATION

Subscri	ne thisday	of June	AD, 2023 🕌
	•	•	
My Commission Expi	res: O d coth		



## **APPENDIX A - PRICE PROPOSAL for WARRANT MANAGEMENT SYSTEM SOFTWARE 24-075-SHF**

Provide pricing to include all labor, services, travel, and materials necessary in accordance with the specifications and requirements of RFP #24-075-SHF.

Clarificanal		RECURRING						
CloudGavel	DESCRIPTION	Year 1		Year 2	Year 3	Year 4	Year 5	
Warrant Service Module								1
Annual SaaS Fee		\$100,000	00	\$105,000.00	\$110,250.00	\$115,750.00	\$121,500.00	
<ul> <li>Technical Support</li> </ul>								
<ul> <li>Support &amp; Maintenance</li> </ul>								
Implementation / Configuration		\$100,00	0.00					
<ul> <li>Initial Training (In-person, Vincential Training)</li> </ul>	rtual)							WARRANT SERVIC
								5 YEAR TOTAL
Warrant Service Module Cost Total		\$200,00	0.00	\$105,000.00	\$110,250.00	\$115,750.00	\$121,500.00	\$652,500.00
					_			
(Optional Module)								
Warrant Approval Module								
Annual SaaS Fee		\$80,000.	00	\$84,000.00	\$88,200.00	\$96,600.00	\$101,200.00	
Implementation / Configuration / Tra	nining	\$10,000.	00					
								5 YEAR
								GRAND TOTAL
Total		\$ 290,000.0	0	\$ 189,000.00	\$ 198,450.00	\$ 213,350.00	\$ 222,700.00	\$ 1,113,500.00



#### THE COUNTY OF DUPAGE FINANCE - PROCUREMENT WARRANT MANAGEMENT SYSTEM SOFTWARE 24-075-SHF BID TABULATION



Criteria	Available Points	CloudGavel LLC
Firm Qualifications	20	17.75
Key Qualifications	30	28.00
Project Understanding	30	27.50
Price	20	20.00
Total	100	93.25

Fee and Rate Proposal (Design Only)	\$ 652,500.00
Percentage of points	100%
Points awarded (wtd against lowest price)	20.00

#### NOTES

1. Carahsoft Technology Corporation was deemed non-reponsive for not meeting the interface requirements.

RFP Posted on 05/28/2024 Bid Opened On 6/13/2024, 11:00 AM by	DW,BR
Invitations Sent	107
Total Requesting Documents	1
Total Bid Responses Received	2

#### **VENDOR ETHICS DISCLOSURE FORM**



#### **Required Vendor Ethics Disclosure Statement**

Failure to complete and return this form may result in delay or cancellation of the County's Contractural Obligation.

Bid/Contract/PO #: 24-075-SHF

Date: 6-1-2024

Company Name: CloudGavel LLC	Company Contact:	Casey Roussel
Contact Phone: 866-297-5155	Contact Email:	casey.roussel@fusionstak.com

#### The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions

X	NONE	(check here)	- If no con	tributions	have	been n	nade
---	------	--------------	-------------	------------	------	--------	------

Add Line	Recipient	Description (e.g. cash, type of item, in- kind services, etc.)	Amount/Value	Date Made
x				
×				

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

#### NONE (check here) - If no contacts have been made

Add	Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email
х			
x			

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

#### Continuing disclosure is required, and I agree to update this disclosure form as follows:

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

The full text for the county's ethics and procurement policies and ordinances are available at: <a href="http://www.dupageco.org/CountyBoard/Policies/">http://www.dupageco.org/CountyBoard/Policies/</a>

r nereby acknowledge that i have received, have read, and understand these requirements.					
Authorized Signature					
Printed Name	Casey Roussel				
Title	President / CCO				
Date	6-1-2024				

Attach additional sheets if necessary. Sign each sheet and number each page. Page of (total number of pages)

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER

Rev 1.1 4/1/16

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

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



# AWARDING RESOLUTION ISSUED TO LAUREN MC LAUGHLIN FOR SERVICES AS A RECOVERY COACH COORDINATOR TO WORK WITH SERENITY HOUSE AND PATH TO RECOVERY, COACHES, PROBATION AND OTHER STAKEHOLDERS TO PROVIDE SERVICES TO THE PARTICIPANTS IN THE PROGRAM FOR THE DEPARTMENT OF PROBATION AND COURT SERVICES (CONTRACT TOTAL AMOUNT \$37,500)

WHEREAS, a vendor has been selected in accordance with County Board policy; and

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for the issuance of a contract to Lauren McLaughlin, for services as a Recovery Coach Coordinator to work with Serenity House and PATH to Recovery, Coaches, Probation and other Stakeholders to provide services to the participants in the program, for the period of July 9, 2024 through July 8, 2025, for the Department of Probation and Court Services.

NOW, THEREFORE BE IT RESOLVED, that said contract is for services as a Recovery Coach Coordinator to work with Serenity House and PATH to Recovery, Coaches, Probation and other Stakeholders to provide services to the participants in the program, for the period of July 9, 2024 through July 8, 2025 for the Department of Probation and Court Services, per 55 ILCS 5/5-1022(a), be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Lauren McLaughlin, 30W002 Laurel Court, Warrenville, Illinois 60555, for a contract total amount of \$37,500.

Enacted and approved this 9th day of July, 2024 at Whe	aton, Illinois.
	DEBORAH A. CONROY, CHAIR DU PAGE COUNTY BOARD
Attest:	EAN 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 #: JPS-P-0020-24		INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$37,500.00		
COMMITTEE: TARGET COMMITTEE DATE:  JUDICIAL AND PUBLIC SAFETY 07/02/2024		PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS:		
	CURRENT TERM TOTAL COST: \$37,500.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM		
Vendor Information	1	Department Information			
VENDOR: Lauren McLaughlin	VENDOR #:	DEPT: Probation and Court Services	DEPT CONTACT NAME: Sharon Donald		
VENDOR CONTACT: Lauren McLaughlin	VENDOR CONTACT PHONE: (630)453-5300	DEPT CONTACT PHONE #: 630-407-8411	DEPT CONTACT EMAIL: sharon.donald@dupagecounty.gov		
VENDOR CONTACT EMAIL: joyfulbalancewellness@gmail.com	VENDOR WEBSITE: www.joyfulbalancewellness.com	DEPT REQ #:	ı		

#### 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.). Our Drug Court has partnered with two community-based agencies, PATH to Recovery, and Serenity House, to deliver Recovery Coach services to participants. These paid coaches work with participants to identify their individualized paths to recovery. The Recovery Coach coordinator will work with the two agencies, coaches, probation, and other stakeholders to assure services are being provided in an effective and efficient manner and that participants have access to a full array of groups, interventions and programs to assist them.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished

The Recovery Coach Coordinator will work with program staff to assure there are an appropriate number of coaches to be partnered with participants so all participants can take part in this aspect of the program.

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 OTHER PROFESSIONAL SERVICES (I	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.  DETAIL SELECTION PROCESS ON DECISION MEMO)							

	SECTION 3: DECISION MEMO							
	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact.  QUALITY OF LIFE							
SOURCE SELECTION	Describe method used to select source.  We posted the position, considered and interviewed other candidates and unanimously decided Lauren was the best match.  Other candidates were interviewed but lacked Lauren's experience and knowledge. Lauren has extensive experience with the existing structure of our recovery coach services, the Recovery Community Centers and the goals and objectives of this grant.							
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).  1) Staff recommends issuance of this contract to Ms. Lauren McLaughlin to provide Recovery Coach Coordinator services.  2) The Drug Court and VA grant has allocated funds to support these services							

	SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION
JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement.
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

Send	Purchase Order To:	Send Invoices To:		
Vendor: Lauren McLaughlin	Vendor#:	Dept: Probation and Court Services	Division: Finance	
Attn: Lauren McLaughlin	Email: joyfulbalancewellness@gmail.com	Attn: Sharon Donald	Email: sharon.donald@dupagecounty.go	
Address: 30W002 Laurel Court	City: Warrenville	Address: City: 503 N County Farm Road Wheaton		
State: Illinois	Zip: 60555	State: Zip: Illinois 60187		
Phone: Fax: (630)453-5300		Phone: 630-407-8413	Fax: 630-407-2502	
Se	nd Payments To:	Ship to:		
Vendor: Lauren McLaughlin	Vendor#:	Dept: Probation and Court Services	Division: Finance	
Attn: Lauren McLaugh <b>l</b> in	Email: joyfulbalancewellness@gmail.com	Attn: Email: sharon.donald@dupag		
Address: 30W002 Laurel Court	City: Warrenville	Address: City: 503 N County Farm Road Wheaton		
State: Illinois	Zip: 60555	State: Illinois	Zip: 60187	
Phone: (612)710-4298-Ce <b>ll</b>	Fax:	Phone: 630-407-8413	Fax: 630-407-2502	
	Shipping	Contract Dates		
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jul 9, 2024	Contract End Date (PO25): Jul 8, 2025	

	Purchase Requisition Line Details										
LN	Qty	UOM	ltem Detai <b>l</b> (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Recovery Coach Coordinator	FY24	5000	6155	53090	15PBJA21G G04221MU MU	18,000.00	18,000.00
2	1	EA		Recovery Coach Coordinator	FY25	5000	6155	53090	15PBJA21G G04221MU MU	19,500.00	19,500.00
FY	FY is required, assure the correct FY is selected.  Requisition Total \$							\$ 37,500.00			

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

The following documents have been attached: 

W-9

Vendor Ethics Disclosure Statement

#### INDEPENDENT CONTRACTOR AGREEMENT: RECOVERY COACH COORDINATOR

This AGREEMENT ("Agreement") is effective as of the 9<sup>th</sup> day of July, 2024, and is entered into by and between the 18th Judicial Circuit's Department of Probation and Court Services, 503 N. County Farm Road, Wheaton, Illinois 60187 ("Department") and Lauren McLaughlin an Independent Contractor ("Contractor"), 30W002 Laurel Court, Warrenville, IL 60555.

#### **RECITALS**

WHEREAS, in order to provide services to participants in Drug Court who require the services of a recovery coach, the Department must contract with certain individuals to provide recovery coach coordinator services; and

WHEREAS, the Department desires that Contractor render recovery coach coordinator services more fully described herein; and

WHEREAS, the Contractor has demonstrated expertise in providing such services, has represented that she has the requisite knowledge, skill, experience and other resources necessary to perform such services and is desirous of providing such services for the Department.

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

- 1. <u>Incorporation of Recitals</u>: The matters recited above are hereby incorporated into and made a part of this Agreement.
- 2. <u>Term</u>: This Agreement is for a term commencing July 9, 2024 and continuing through July 8, 2025 ("Term"), unless terminated sooner as provided herein.
- 3. <u>Scope of Services</u>: Contractor agrees to provide the services required and, if applicable, set forth on Exhibit "A" including providing the deliverables set forth thereon, in accordance with the terms and conditions of this Agreement. The Department may, from time to time, request changes in the scope of Services. Any such changes, including any increase or decrease in Contractor's fees, shall be documented by an amendment to this Agreement in accordance with State and County laws.
- 4. Compensation and Payment: Compensation for Services during the initial term shall be based on an hourly rate of \$30.00 and shall not exceed thirty-seven thousand five hundred dollars, (\$37,500), with no reimbursement for expenses. Compensation shall be based on actual Services performed during the Term of this Agreement and the Department shall not be obligated to pay for any Services not in compliance with this Agreement. In the event of early termination of this Agreement, the Department shall only be obligated to pay the fees incurred up to the date of termination. In no event shall the Department be liable for any costs incurred or Services performed after the effective date of termination as provided herein. Contractor shall submit invoices referencing this Agreement with such supporting documentation as may be requested by the Department prior to payment. The Department will process payment in accordance with the Illinois Prompt Payment Act (50 ILCS 505/1 et. seq.). As such, the Department will approve or disapprove of an invoice for goods or services within 30 days of the presentation of the invoice (or delivery of the goods or services, whichever is later) and will then pay any portion of the invoice which it has not disapproved within 30 days thereafter.
- 5. <u>Non-appropriation</u>: Expenditures not appropriated in the current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event sufficient funds are not appropriated in a subsequent fiscal year by the Department for

performance under this Agreement, the Department shall notify Contractor and this Agreement shall terminate on the last day of the fiscal period for which funds were appropriated. In no event shall the Department be liable to the Contractor for any amount in excess of the current appropriated amount.

- 6. <u>Termination:</u> Either party may terminate this Agreement, effective immediately, if (i) the other party fails to maintain such party's licenses, insurances, or required certifications that are required to perform such party's duties or obligations under this Agreement, (ii) the other party breaches any representation, warranty or other term of this Agreement, (iii) the Contractor is convicted of any offense punishable as a felony, (iv) the other party commits fraud, embezzlement, misappropriation or the like with respect to the other party or such party's assets. Except as set forth above, either party shall have the right to terminate this AGREEMENT for any cause upon serving thirty (30) days' prior written notice upon the other party.
- 7. **Standards of Performance:** Contractor agrees to devote such time, attention, skill, and knowledge as is necessary to perform Services effectively and efficiently. Contractor acknowledges and accepts a relationship of trust and confidence with the Department and agrees to cooperate with the Department in performing Services to further the best interests of the Department.
- 8. <u>Assignment</u>: This Agreement shall be binding on the parties and their respective successors and assigns, provided however, that neither party may assign this Agreement or any obligations imposed hereunder without the prior written consent of the other party. Should Contractor assign this Agreement to any entity consistent with the requirements of this provision, the Insurance requirements discussed in Section 13 will immediately apply.

#### 9. <u>Confidentiality and Ownership of Documents.</u>

- 9.1 <u>Confidential Information</u>. In the performance of Services, Contractor may have access to certain information that is not generally known to others ("Confidential Information"). Contractor agrees not to use or disclose to any third party, except in the performance of Services, any Confidential Information or any records, reports or documents prepared or generated as a result of this Agreement without the prior written consent of the Department. Contractor shall not issue publicity news releases or grant press interviews, except as may be required by law, during or after the performance of the Services, nor shall Contractor disseminate any information regarding Services without the prior written consent of the Department. Contractor agrees to cause its personnel, staff and/or subcontractors, if any, to undertake the same obligations of confidentiality agreed to by Contractor under this Agreement. The terms of this Paragraph 9.1 shall survive the expiration or termination of this Agreement.
- 9.2 Ownership. All records, reports, documents, and other materials prepared by Contractor in performing Services, as well as all records, reports, documents, and other materials containing Confidential Information prepared or generated as a result of this Agreement, shall at all times be and remain the property of the Department. All of the foregoing items shall be delivered to the Department upon demand at any time and in any event, shall be promptly delivered to the Department upon expiration or termination of the Agreement. In the event any of the above items are lost or damaged while in Contractor's possession, such items shall be restored or replaced at Contractor's expense.
- 10. **Representations and Warranties of Contractor:** Contractor represents and warrants that the following shall be true and correct as of the effective date of this Agreement and shall continue to be true and correct during the Term of this Agreement.
  - 10.1 Licensed Professionals. Services required to be performed by professionals shall be performed

- by professionals licensed to practice by the State of Illinois in the applicable professional discipline.
- 10.2 <u>Compliance with Laws</u>. Contractor is and shall remain in compliance with all local, state and federal laws, County of DuPage ordinances, and regulations relating to this Agreement and the performance of Services. Further, Contractor is and shall remain in compliance with all Department policies and rules, including, but not limited to, criminal background checks.
- 10.3 <u>Good Standing</u>. Contractor is not in default and has not been deemed by the Department to be in default under any other Agreement with the Department during the five (5) year period immediately preceding the effective date of this Agreement.
- Authorization. In the event Contractor is an entity other than a sole proprietorship, Contractor represents that it has taken all action necessary for the approval and execution of this Agreement, and execution by the person signing on behalf of Contractor is duly authorized by Contractor and has been made with complete and full authority to commit Contractor to all terms and conditions of this Agreement which shall constitute valid, binding obligations of Contractor.
- 10.5 <u>Gratuities</u>. No payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act, was made by or to Contractor in relation to this Agreement or as an inducement for award of this Agreement.
- 11. <u>Independent Contractor</u>: It is understood and agreed that the relationship of Contractor to the Department is and shall continue to be that of an independent contractor and neither Contractor nor any of Contractor's employees shall be entitled to receive Department employee benefits. As an independent contractor, Contractor agrees to be responsible for the payment of all taxes and withholdings specified by law, which may be due in regard to compensation paid by the Department. Contractor agrees that neither Contractor nor its employees, staff or subcontractors shall represent themselves as employees or agents of the Department. Contractor hereby represents that Contractor's valid taxpayer identification number as defined by the United States Internal Revenue Code (social security number or federal employer identification number) was or will be provided to the Department upon request.
- 12. **Favored Nation:** Contractor shall furnish Services to the Department at the lowest price that the Contractor charges to other similarly situated parties. If Contractor overcharges, in addition to all other remedies, the Department is entitled to a refund in the amount of the overcharge, plus interest at the rate of 1% per month from the date the overcharge was paid by the Department until the date refund is made. The Department has the right to offset any overcharge against any amounts due to Contractor under this or any other Agreement between Contractor and the Department, and at the Department's sole option the right to declare Contractor in default under this Agreement.

#### 13. <u>Contractor's Insurance</u>:

- 13.1 The Contractor shall maintain, at its sole expense all insurance required by law. It is the understanding of the parties that Contractor is a sole proprietor doing business as herself. In the event the Contractor assigns this contract to anyone, including but not limited to a corporate entity, LLC, or partnership *or* hires any employees, the Contractor shall maintain, at its sole expense, insurance coverage including:
  - Worker's Compensation Insurance in the statutory amounts to the extent required by law.
  - Employer's Liability Insurance in an amount not less than one million (\$1,000,000.00) dollars each accident/injury and one million dollars (\$1,000.000.00) employee/disease.
- 13.2 It shall be the duty of the Contractor to provide to the Department, copies of the Contractor's Certificates of Insurance before issuance of a Notice to Proceed.
- 13.3 The insurance required to be purchased and maintained by Contractor shall be provided by an insurance company acceptable to the Department, and licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to Department.

#### 14. **Indemnification**.

- 14.1 The Contractor shall indemnify, hold harmless and defend the Department, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the Contractor's negligent or willful acts, errors or omissions in its performance under this Agreement.
- 14.2 The DuPage County State's Attorney is the exclusive legal representative of the County and the Department. Nothing contained herein shall be construed as prohibiting the DuPage County State's Attorney's Office from defending the Department, its officials, directors, officers, agents and employees through the selection and use of its own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them.
- 14.3 Any indemnity as provided in this Agreement shall not be limited by reason of the enumeration of any insurance coverage herein provided. Contractor's indemnification of Department shall survive the termination, or expiration, of this Agreement.
- 14.4 Neither the provision of insurance or indemnification shall be deemed a waiver of the Department's defenses under the Illinois Local Government and Governmental Employees Tort Liability Act or otherwise limit the Department's right to defenses, privileges or immunities which may be available to it in litigation or conduct its own defense of any claims.

- 15. **Entire Agreement and Amendment:** This Agreement, including all exhibits and referenced documents, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of this agreement. No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of this Agreement are of no force or effect.
- 16. <u>Governing Law</u>: This agreement shall be subject to and governed by the laws of the State of Illinois. The exclusive venue for the resolution of any disputes or the enforcement of any rights pursuant to this agreement shall be in the 18<sup>th</sup> Judicial Circuit Court of DuPage County, Illinois.
- 17. <u>Waiver</u>: No delay or omission by the Department to exercise any right hereunder shall be construed as a waiver of any such right and the Department reserves the right to exercise any such right from time to time as often and as may be deemed expedient.
- 18. <u>County Approval</u>: If applicable, This Agreement is subject to approval of the appropriate committee(s) and County Board of the County of DuPage.
- 19. **Notices**: Any required notice shall be sent to the following addresses and parties:

#### IF TO THE DEPARTMENT:

Robert McEllin, Director Department of Probation and Court Services 503 North County Farm Road Wheaton, IL 60187

Copy to: Du Page County Finance Department

421 North County Farm Road

Wheaton, IL 60187

Attn: Jeffrey Martynowicz CFO

Copy to: DuPage County Procurement Services Division

421 North County Farm Road Wheaton, IL 60187-3978

Copy to: Mark Winistorfer, Assistant State's Attorney

DuPage County State's Attorney's Office

505 North County Farm Road Wheaton, IL 60187-2521

#### IF TO CONTRACTOR:

Lauren McLaughlin 30W002 Laurel Court Warrenville, IL 60555

All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (b) served by facsimile transmission during regular business hours; or (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices served personally or by facsimile transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with

IN WITNESS WHEREOF, the parties hereto have authorized representatives as of the date first above wri	caused this Agreement to be executed by their duly tten.
DEPARTMENT	INDEPENDENT CONTRACTOR
Signature on file  By:	By: Signature on file
Robert McEllin, Director	Lauren McLauglin, Contractor

the requirements of this Paragraph, and without compliance to the amendment procedures set forth in Paragraph 17, above.

#### Exhibit A

#### **SCOPE OF SERVICES**

Contract Name	Recovery Coach	Contract Date	July 9, 2024
	Coordinator		
County's Project Managers	Sue Murphy	Contractor's Project	Lauren McLaughlin
_	Tim McGavin	Manager	

This Scope of Services is for Contractors providing to the County certain Services pursuant to the above-referenced Contract and County Resolution. The undersigned agree this Independent Contractor project shall be conducted pursuant to the terms and conditions of the above-referenced Contract and by the following terms and conditions:

#### 1. <u>DESCRIPTION OF INDIVIDUAL'S WORK:</u>

Contractor is responsible for implementing and developing a recovery coach network and related activities. Contractor will:

- On-board new recovery coaches as assigned from partner agencies, primarily PATH to Recovery and Serenity House; on-boarding will include screening for appropriateness as a recovery coach;
- Assess recovery coaches strengths and effectively match with program participants;
- Plan, schedule and provide oversight for all groups and services provided by recovery coaches;
- Coordinate with Recovery Community Center locations and staff to provide a schedule of recovery coach activities and groups;
- Provide constructive feedback as needed to recovery coaches;
- Problem solve as needed with recovery coach and/or probation officer to keep client on track;
- Coordinate and facilitate meetings as needed with Recovery Community Center staff, recovery coaches and probation staff to discuss relevant information to include quarterly recovery coach meetings;
- As requested, attend and participate in weekly staffings, court calls and graduation ceremonies;
- Network with community-based agencies to further develop Recovery Community Center and recovery coach opportunities;
- Initiate and participate in marketing of recovery coach services with clients and community and provide education on philosophy and process of recovery coaches
- Receive training in and facilitate cognitive based intervention groups as requested and promote recovery coaches to do same, including, but not limited to CCAR's Recovery Coaching within Justice Settings;
- Provide other services as mutually agreed upon.

#### 2. <u>DELIVERABLES</u>

- By September 30, 2024, create an on-boarding curriculum for new recovery coaches focusing on ethics, boundaries, appropriate roles and responsibilities, do's and don'ts and related material that a new recovery coach would need to be successful in their role;
- On an on-going basis, on-board and orientate a sufficient number of recovery coaches to meet programmatic needs;
- Provide a monthly schedule of events, groups and meeting opportunities for coaches and participants at the Recovery Community Centers;

- Prepare and submit information on supplied forms for quarterly and twice-yearly grant reports with approximate due dates of July 30 and October 30, 2024 and January 30 and April 30, 2025;
- On a bi-monthly basis, Contractor will submit a report on those clients who have been referred for recovery coach services during the current two week period. This report will inform probation if the client has followed through with the referral, any known reasons for not following through and a plan to engage clients as needed;
- On a monthly basis, Contractor will submit written progress reports by the 15<sup>th</sup> of each month indicating:
  - Significant activities undertaken or significant situations addressed during the preceding month;
  - o Status of recovery coach-participant matches including search for prospective coaches.



# Required Vendor Ethics Disclosure Statement

The state of the s		Failure to complete a County's Contractura	nd return this form may r I Obligation.	result in del	ay or cancellation of the	Bid/	Da Contract/PO#: JI		Jun 25, 2024 2-0020-24
	Company N	lame: LAUREN MCLA	UGHLIN		Company Contact: LAUREN			<u></u>	
	Contact P	hone: 630-453-5300			Contact Email: joyfulb	****		n	
1. 1	Every contr more Indivi Division a w talendar ye awarded wi any change ncludes ow	actor, union, or vende dual contracts with the ritten disclosure of all ar to any incumbent of Il benefit. The contract order or renewal requests, officers, manage	or that is seeking or has p ne county resulting in an Il political campaign cont county board member, co ctor, union or vendor sha uiring approval by the co ers, lobbyists, agents, cor	previously of aggregate a cributions mounty board If update su punty board insultants, bo	Ilowing written disclosure btained a contract, change ord amount at or in excess of \$25,0 and by such contractor, union if chairman, or countywide electich disclosure annually during. For purposes of this disclosure and counsel and underwriters on committees to which the contractions are such committees to which the contractions are such committees.	ders to o 00, shal , or veno ted offi the term e requir	ne (1) or more con I provide to Procud dor within the curr cial whose office the of a multi-year co ement, "contractors, subcontractors,	remer rent ar he cor ontrac r or ve	nt Services nd previous ntract to be ct and prior to endor*
$\boxtimes$	NONE (ch	eck here) - If no con	tributions have been m						
	Recipient		Donor		escription (e.g. cash, type of ite nd services, etc.)	m, in-	Amount/Value	Dat	te Made
		**************************************						$\dagger$	
M	Lobbyists or will be	Agents and Represe	tacts have been made ntatives and all individua county officers or employ	ls who are rees in	Telephone	Email		·	And a special control of the second control
			the state of the second district of the second seco			***************************************			
ti C	ne immedi	disclosure is require  If information of  30 days prior to  Annual disclose  With any reque	e contract and possible di ed, and I agree to updat thanges, within five (5) do the optional renewal of ure for multi-year contract est for change order excep-	te this discl ays of chang any contract as on the ar of those issues	ge, or prior to county action, wi ct nniversary of said contract ued by the county for administ	hicheve	r is sooner	e not	limited to,
b	he full tex ttp://www	t for the county's et dupageco.org/Count	nics and procurement p yBoard/Policies/	olicies and	ordinances are available at:				
	hereby act		rereceived, have read, nature or		stand these requirements. 1e	and the second			
P	rinted Nam	e LAUREN	MCLAUGHLIN	TO A CALIFORNIA MARTINI MARTINI	Market A Various Hollands	A CONTRACTOR AND ADDRESS OF THE PARTY OF THE	production of the state of the	A N	Secretarial Secretaria Grand Control Control
Т	tle	RE(0	NORY COF	GH	CORDINATUR				
D	ate	10 0	5/14						

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)

#### Public Works Requisition \$30,000 and Over



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

# AWARDING RESOLUTION ISSUED TO JOSEPH J. HENDERSON AND SON, INC. FOR THE REHABILITATION OF THE WOODRIDGE GREENE VALLEY WASTEWATER TREATMENT PLANT HEADWORKS AND GRIT REMOVAL PROCESS (CONTRACT TOTAL AMOUNT: \$18,869,424.90)

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

WHEREAS, the Public Works Committee recommends County Board approval for the rehabilitation of the Woodridge Greene Valley Wastewater Treatment Plant headworks and grit removal process, for the period of June 11, 2024, to November 30, 2026.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, for the rehabilitation of the Woodridge Greene Valley Wastewater Treatment Plant headworks and grit removal process, for the period of June 11, 2024 to November 30, 2026, be, and it is hereby approved for issuance of a contract by the Procurement Division to Joseph J. Henderson and Son, Inc., 4288 Old Grand Avenue, Gurnee, IL 60031, for a total contract amount not to exceed \$18,869,424.90, per lowest responsible bid # 22-191-PW.

Enacted and approved this 9th of July, 2024 at Wheaton, Illinois.

	DEBORAH A. CONROY, CHAIR
	DU PAGE COUNTY BOARD
Attest:	
	JEAN KACZMAREK, COUNTY CLERK



# Procurement Review Comprehensive Checklist Procurement Services Division

This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION					
General Tracking		Contract Terms			
		INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$18,869,424.90		
COMMITTEE: TARGET COMMITTEE DATE: PUBLIC WORKS 06/04/2024		PROMPT FOR RENEWAL: 6 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$18,869,424.90		
CURRENT TERM TOTAL COST: \$18,869,424.90		MAX LENGTH WITH ALL RENEWALS: THREE YEARS	CURRENT TERM PERIOD:		
Vendor Information		Department Information			
VENDOR: Joseph J. Henderson & Son Inc.	VENDOR #: 15050	DEPT: Public Works	DEPT CONTACT NAME: Sean Reese		
VENDOR CONTACT: David Henderson	VENDOR CONTACT PHONE: 847-244-3222	DEPT CONTACT PHONE #: 630-985-7400	DEPT CONTACT EMAIL: sean.reese@dupagecounty.gov		
VENDOR CONTACT EMAIL:	VENDOR WEBSITE: www.jjhenderson.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.). Rehabilitation of the Woodridge Greene Valley Wastewater Treatment Plant headworks and grit removal process per lowest bidder on bid # 22-191-PW in the amount of \$18,869,424.90.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Rehabilitation of the headworks and grit removal process is necessary to increase efficiency and decrease wear on downstream equipment. This construction will completely renovate the bar screen building and install new, more energy efficient bar screens and overhaul the grit removal process, providing longevity to the plant and its operations.

SECTION 2: DECISION MEMO REQUIREMENTS					
DECISION MEMO NOT REQUIRED LOWEST RESPONSIBLE QUOTE/BID	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required. (QUOTE $< $25,000$ , BID $\ge $25,000$ ; 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					
	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact.					
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.					

Send Purcl	nase Order To:	Send Invoices To:		
Vendor: Joseph J. Henderson & Sons Inc.	Vendor#: 15050	Dept: Public Works	Division: Public Works	
Attn: David Henderson	Email:	Attn: Magda	Email: pwaccountspayable@dupagecour y.gov	
Address: 4288 Old Grand Avenue	City: Gurnee	Address: 7900 S. Rt 53	City: Woodridge	
State: IL	Zip: 60031	State:	Zip: 60517	
Phone: 847-244-3222	Fax: 847-244-2490	Phone: 630-985-7400	Fax: 630-985-4802	
Send Pa	nyments To:	Ship to:		
Vendor: Same as Above	Vendor#:	Dept: Same as Above	Division:	
Attn:	Email:	Attn:	Email:	
Address:	City:	Address:	City:	
State:	Zip:	State:	Zip:	
Phone:	Fax:	Phone:	Fax:	
Shi	_  ipping	Contract Dates		
Payment Terms:	FOB:	Contract Start Date (PO25):	Contract End Date (PO25):	
PER 50 ILCS 505/1	Destination	Jun 11, 2024	Nov 30, 2026	

	Purchase Requisition Line Details										
LN	Qty	UOM	ltem Detai <b>l</b> (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Rehabilitation of the Woodridge Greene Valley Wastewater Treatment Plant headworks and grit removal process per lowest bidder on bid #22-191-PW	FY24	2000	2555	54030		5,000,000.00	5,000,000.00
2	1	EA		Rehabilitation of the Woodridge Greene Valley Wastewater Treatment Plant headworks and grit removal process per lowest bidder on bid #22-191-PW	FY25	2000	2555	54030		10,000,000.00	10,000,000.00
3	1	EA		Rehabilitation of the Woodridge Greene Valley Wastewater Treatment Plant headworks and grit removal process per lowest bidder on bid #22-191-PW	FY26	2000	2555	54030		3,319,830.00	3,319,830.00
4	1	EA		Project Contingency of 3%	FY24	2000	2555	54030		549,594.90	549,594.90
FY is	FY is required, assure the correct FY is selected. Requisition Total							\$ 18,869,424.90			

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

The following documents have been attached: W-9 Vendor Ethics Disclosure Statement

#### **SECTION 00 41 00**

#### **BID FORMS**

#### **WGV - WWTP - PHASE 1 IMPROVEMENTS**

#### **DUPAGE COUNTY**

Propos	al of _	Joseph J. Henderson	n & Son, Inc.				
(herein	after ca Corpo	lled "BIDDER"), organized a gration	nd existing under the laws of the State of Illinois, doing business (insert "A Corporation," "A Partnership," or "An Individual,"				
as appl	icable) t	to the DUPAGE COUNTY (he	ereinafter called "Owner").				
l.	The undersigned BIDDER proposes and agrees, if this bid is accepted, to enter into an agreemen with the Owner in the form in the Bidding Documents to perform and furnish all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.						
IJ.	Bidder: will rer	s, including without limitat main subject to acceptance	nd conditions of the Advertisement for Bids and Instructions for tion those dealing with the disposition of Bid security. This Bid for 90 days after the Bid opening, or for such longer period of writing upon request of Owner				
111.		)-19, "A Resolution Esta	rtified that the bid complies with DuPage County Ordinance Fl- blishing Responsible Bidder Requirement on Public Works				
IV.	In subr	mitting this Bid, BIDDER rep	resents, as more fully set forth in the Agreement, that:				
	A.		d carefully studied the Bidding Documents, the other related ling Documents, and the following Addenda, receipt of which is				
		Addendum No.  1 2 3	Addendum Date 05/08/24 05/15/24 05/20/24				
			*				

- B. BIDDER has visited the site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.
- C. BIDDER is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

22-191 – DUPAGE COUNTY
WGV - WWTP - PHASE 1 IMPROVEMENTS
PROCUREMENT AND CONTRACTING REQUIREMENTS

BID FORMS 00 41 00 - 1

- B. List of Project References;
- Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- Contractor's License No.: \_\_\_\_\_\_ [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- E. Required Bidder Qualification Statements with supporting data;

1	00 42 12.	Affidavit of Evnoriones
1.	00 43 13:	Affidavit of Experience

- 2. 00 45 14: Affidavit of Past Litigation History
- 3. 00 45 46.01: Affirmative Action for Equal Employment Opportunity;
- 4. 00 45 46.02: Certification of Nonsegregated Facilities;
- 5. 00 45 46.03: Nondiscrimination in Employment Form;
- 6. 00 45 46.04: Certification Regarding Debarment, Suspension, and Other Responsibility Matters;
- 7. 00 45 46.05: Procedures for Issuing Loans from the Water Pollution Control Loan Program;
- 8. 00 45 46.06: Bidder Certification Regarding Compliance with Article 33E-11 Criminal Code of 2012;
- 9. 00 45 46.07: Disadvantaged Business Enterprise Participation Specification and Forms:
- 10. 00 45 46.08: Illinois Works Jobs Program Act Apprenticeship Initiative Information for Contractors;
- 11. 00 45 46.09: Use of American Iron and Steel Certification Form; and
- 12. 00 45 46.10: Employment of Illinois Workers on Public Works Act
- 13. 04 45 48: DECO Required Certification Against Unlawful Discrimination
- F. The following documents are to be submitted by 2:00 pm the day after receipt of bids and made a condition of this Bid:
  - 1. 0 43 36: List of Proposed Subcontractors and Suppliers

#### VIII. IEPA Provisions

BIDDER certifies that wages paid in connection with the PROJECT shall be paid at prevailing rates not less than those prevailing under the Davis-Bacon Wage Act. Bidder further certifies that the provisions contained in the following clauses will be exercised in the performance of any contract resulting from this BID and are made a part of the CONTRACT DOCUMENTS thereto by their inclusion in the BID as follows:

#### (1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent

classification or their representatives, and the sub-recipient do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), IEPA shall refer the questions, including the views of all interested parties and the recommendation of the sub-recipient, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise IEPA or will notify IEPA within the 30-day period that additional time is necessary.

- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis Bacon Act have been met. The Secretary of Labor may require the contractor to set aside, in a separate account, assets for the meeting of obligations under the plan or program.
- (2) Withholding. The sub-recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the sub-recipient may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- (3) Payrolls and basic records.
  - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic

- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of IEPA, USEPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### (4) Apprentices and trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid no less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the

- grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) Compliance with Davis Bacon and Related Act requirements. All rulings and interpretations of the Davis Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any

of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### (10) Certification of eligibility.

- (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements in prescribed in the U.S. Criminal Code, 18 U.S.C. 1001

#### Contract Work Hours and Safety Standards Act

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanics receives compensation at a rate not less than one and on-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanics, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

IX. BIDDER will complete the Work in accordance with the Bidding Documents for the following price(s):

#### A. UNIT COST ITEMS

Unit prices have been computed in accordance with Paragraph 13.03 of the General Conditions.

			TABULA	TABLE A. TION FOR UNIT CO	ST ITEMS	
ITEM	SPEC	DESC.	UNIT and QTY	UNIT COST	TOTAL WORDS	TOTAL DOLLARS
1	312316.26	Rock Removal	400 CY	\$ /75.00 /CY	one hundred seventy five dollars  Zero cents	\$ <u>70,000</u>

Bidder acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

#### BID ITEM 1: SUM OF UNIT COST ITEMS IN TABLE A

Sum of Total Dollars in Table A:

Seventy thousand		Dollars
	(use words)	
and Zero		Cents
	(use words)	
\$ 70,000		

Total (in figures)

#### **B. TABULATION OF MAJOR EQUIPMENT ITEMS & SUPPLIERS**

In connection with the material, equipment and specialized suppliers, the undersigned agrees to the following provisions:

- That the total base bid written on page 10 includes the furnishing and installation
  of the items listed as item (A) in the Table B. The low bidder will be determined
  using the total base bid.
  - a. The bid may be considered unresponsive if a cost is not provided for the alternates if an alternate manufacturer/supplier is named- for example multiple A items, B items, C items, etc.
  - b. If multiple items are listed as (A), the bidder is to <u>circle the manufacturer/supplier (MFG/Supplier)</u> that is proposed. If the bidder does not circle the equipment that is proposed for supply, the <u>bid may be considered unresponsive</u>.
  - c. The (A) item is the basis of design. The bidder is to include all costs associated with accommodating (B), (C), etc. items to the 'costs' tabulated in Table B.
- Following award of the Contract the OWNER may select item as listed in the following Table A. The undersigned agrees to furnish and install such item as selected and for a contract price equal to the total base bid stated and adjusted by the difference between the sum of the cost for sub item (A) and the sum of the cost for the item selected by the OWNER.
- 3. That if awarded a contract, the item selected by the OWNER from the following tabulation will be guaranteed by the undersigned and his Surety to meet the performance requirements of the Contract Specifications and shall meet all applicable guarantees as set forth in said Specifications.
- 4. Unless indicated in Table B, alternates will not be accepted.

	TABULATION OF MAJOR	TABL R EQU	E B. IPMENT ITEMS & SUPPLII	ERS	
SPEC	DESCRIPTION AND NOTES		MFG/SUPPLIER	COSTS (figures)	
DIVISION 2	6	W. V. Free			
262419	MOTOR CONTROL CENTERS	Α	EATON	\$ 400,000	
		В	SQAURE D	\$ Ni bid	
		С	ALLEN BRADLEY	\$ No 6rd	
DIVISION 3	5				
352016.27	FABRICATED SLIDE GATES	Α	RODNEY HUNT	\$ no bid	
		Α	HYDROGATE	\$ No bid	
		Α	WHIPPS	\$ 420,000	
DIVISION 40	)				
409000	INSTRUMENTATION AND CONTROLS FOR PROCESS SYSTEMS Refer to 004100.02	А	DONOHUE AND ASSOCIATES	\$ 399,830	
DIVISION 4	1				
411213	DUMPSTER CONVEYOR	Α	DUMPSTER VEYOR	\$ 175,000	
DIVISION 4	3				
432358.23	ROTARY LOBE PUMPS	Α	NETZSCH	\$ 116,823	
		В		\$	
432113.11	GRIT PUMPS	Α	HAYWARD GORDON	\$ 350,000	
			NIJHUIS – FAIRBANKS MORSE	\$ No bid	
		DIVISIO	ON 44		
440600	SLUDGE GRINDERS	Α	VOGELSANG	\$ 40,000	
		В	FRANKLIN MILLER	\$ 50,000	
		С	JWC	\$ 50,000	

	TABULATION OF MA	TABI JOR EQU	.E B. IIPMENT ITEMS & SUPPL	LIERS
SPEC	DESCRIPTION AND NOTES		MFG/SUPPLIER	COSTS (figures)
DIVISION	146			
462157	PERFORATED PLATE SCREENS	A	SAVECO - FSM	\$ 1,250,000
462173	AND COMPACTORS	В	KUSTERS	\$ 1,350,000
462340	IN LINE GRIT REMOVAL	А	HYDRO	\$ 540,000
		В		\$
462363	GRIT CLASSIFYING AND WASHING	Α	HUBER	\$ No bid
	EQUIPMENT	А	HYDRO	\$ No bod
		А	LAKESIDE	\$ No bod
		А	SAVECO	\$ 440,000
		А	KUSTERS	\$500,000
		TOTAL	\$	

		II Items of Major E oment Items, Table		liers listed as ite	m (A) in the
Sum of To	otal Dollars in Tal Royec million s Willion Seven	seven hudred the	by one thousand  one thousand  words)	eight humbed Cight humbal	tuenty there, wanty three Dollars
and2	ero				_Cents
OH 2,7	91,823	3, 731, 823	words) n figures)		
E. BID ITEM	2: LUMP SUM I	TEM			

BID ITEM 1: SUM OF MAJOR EQUIPMENT ITEM & SUPPLIERS IN TABLE B

And Zerra (use words)

Cents

(use words)

Bid for the furnishing of all labor, materials, services and equipment for the balance of

22-191 — DUPAGE COUNTY
WGV - WWTP - PHASE 1 IMPROVEMENTS
PROCUREMENT AND CONTRACTING REQUIREMENTS

the Construction Work, the lump sum of:

D.

BID FORMS 00 41 00 - 14

\$ 14,118,177		
	Total (in figures)	

F. TOTAL BASE BID

The sum of BID ITEM 1, AND BID ITEM 2 inclusive is:	
Sprendern Millon eight handred firsty Housand (use words)	Dollars
and Zen	Cents
(use words)	
\$ _ /7, 850,000	
Total (in figures)	

#### G. ADDITIVE UNIT COST ALTERNATES

- Guaranteed unit price construction items ordered by Engineer during course of construction that are in addition to what has been shown and specified. The quantities shown are for order of magnitude purposes only.
- 2. 150 tons of additional Type A structural backfill above and beyond what is shown on the contract plans and specified, complete in place as specified in Section 312323.13.

\$_	thirty	nine	Dollars
		(use words)	
and	Zero	0	Cents
		(use words)	
ŝ	39.00		per ton
		(in figures)	per ton
		additional Type B structural backfill above and beyond what t plans and specified, complete in place as specified in Section	
ċ	Lorky +	hree	Dollars
~ _	///	(use words)	Dollars
and	fifty		Cents
		(use words)	
\$_	43,50		per ton
		(in figures)	
4.		additional Type D structural backfill above and beyond wha t plans and specified, complete in place as specified in Section	
¢	forty L	1	Dollars
<i>-</i>		(use words)	Donars
and	zero		Cents
		(use words)	
\$	44.00		per ton
		(in figures)	
5.		additional Type E structural backfill above and beyond what t plans and specified, complete in place as specified in 3123	
\$_	forty for	ır	Dollars
	1	(use words)	

d Serently	Cents
(use words)	
44.70	per tor
(in figures)	
500 CY of unsuitable material excavation and off-sit 312316.29 at locations not designated on the Contr by the Engineer.	A CONTRACTOR OF THE CONTRACTOR
thirty six	Dollars
(use words)	
d Zero	Cents
(use words)	
36.00	per tor
(in figures)	
500 SY of full depth asphaltic concrete paving as d locations not designated on the Contract Drawings Engineer.	
fifty seven	Dollars
(use words)	
d twenty Errp	Cents
(use words)	
57.25	per tor
(in figures)	
	(use words)  44.70  (in figures)  500 CY of unsuitable material excavation and off-sit 312316.29 at locations not designated on the Contriby the Engineer.  Hirry Six  (use words)  36.00  (in figures)  500 SY of full depth asphaltic concrete paving as d locations not designated on the Contract Drawings Engineer.  Lifty Seven  (use words)  4 Liventy Live  (use words)  57.25

- X. BIDDER agrees that the Work will be Substantially Completed 600 days after the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 630 calendar days after the date when the Contract Time commences to run.
- XI. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.
- XII. The terms used in this Bid, which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents, have the meanings assigned to them in the General Conditions.
- XIII. The Owner reserves the right to reject all Bids.



THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
22-191 WOODRIDGE GREENE VALLEY (WGV) - WWTP - PHASE 1 IMPROVEMENTS 24-045-PW
BID TABULATION



				JJ Henderson & Son, Inc.	Vis	ssering Construction Company	IHC Construction Companies, LLC	John Burns Company, LLC
NO.	ITEM	UOM	QTY	PRICE		PRICE	PRICE	PRICE
1	400 Cubic Yards Rock Removal	LS	1	\$ 70,000.00	\$	54,000.00	\$ 48,000.00	\$ 60,000.00
2	262419 - Motor Control Centers	LS	1	\$ 400,000.00	\$	400,000.00	\$ 400,000.00	\$ 400,000.00
3	352016.27 - Fabricated Slide Gates	LS	1	\$ 420,000.00	\$	440,000.00	\$ 420,000.00	\$ 420,000.00
4	409000 - Instrumentation and Controls for Process Systems	LS	1	\$ 399,830.00	\$	399,830.00	\$ 399,830.00	\$ 399,830.00
5	411213 - Dumpster Conveyor	LS	1	\$ 175,000.00	\$	175,000.00	\$ 175,000.00	\$ 175,000.00
6	432358.23 - Rotary Lobe Pumps	LS	1	\$ 116,823.00	\$	116,000.00	\$ 116,823.00	\$ 16,823.00
7	432113.11 - Grit Pumps	LS	1	\$ 350,000.00	\$	350,000.00	\$ 350,000.00	\$ 50,000.00
8	440600 - Sludge Grinders	LS	1	\$ 40,000.00	\$	40,000.00	\$ 30,000.00	\$ 30,000.00
9	462157/462173 - Perforated Plate Screens & Compactors	LS	1	\$ 1,250,000.00	\$	575,000.00	\$ 1,000,000.00	\$ 1,250,000.00
10	462340 - In Line Grit Removal	LS	1	\$ 540,000.00	\$	540,000.00	\$ 540,000.00	\$ 540,600.00
11	462363 - Grit Classifying and Washing Equipment	LS	1	\$ 440,000.00	\$	295,000.00	\$ 440,000.00	\$ 440,000.00
12	Balance of Construction Work	LS	1	\$ 14,118,177.00	\$	16,490,170.00	\$ 15,361,347.00	\$ 18,417,577.00
		GRAND	TOTAL	\$ 18,319,830.00	\$	18,865,000.00	\$ 19,281,000.00	\$ 22,199,830.00
					1			

#### NOTES

- 1. Public Works is requesting a 3% contingency. The request is Grand Total of \$18,319,830.00 + contingency of (\$18,319,830.00 x 3%) \$549,594.90 = total request of \$18,869,424.90.
- 2. JJ Henderson & Son, Inc. original submission was missing cost for Donahue at \$399,830.00 grand total corrected to \$18,319,830.00.
- 3. Vissering Construction Company provided incorrect amount for sludge grinder at \$10,000.00 grand total corrected to \$19,865,000.00.
- 4. John Burns Company, LLC original submission was missing cost for Donahue at \$399,830.00 grand total corrected to \$22,199,830.00.

Bid Opening 05/23/2024 @ 10:00 AM	NE, VC
Invitations Sent	291
Total Vendors Requesting Documents	10
Total Bid Responses	4



## Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

	Date: 0/20/2024
Rid/Contract/PO #	

Data: 6/26/2024

Company Name: Joseph J. Henderson & Son, Inc.	Company Contact: David Henderson	
Contact Phone: 847-244-3222	Contact Email: DaveH@jjhenderson.com	

#### The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

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

NONE (check here) - If no contributions have been ma
--

Recipient	Donor	Description (e.g. cash, type of item, in- kind services, etc.)	Amount/Value	Date Made

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

#### NONE (check here) - If no contacts have been made

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

#### Continuing disclosure is required, and I agree to update this disclosure form as follows:

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

The full text for the county's ethics and procurement policies and ordinances are available at: http://www.dupaqecounty.gov/government/county\_board/ethics\_at\_the\_county/

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

Authorized Signature	
Printed Name	David Henderson
Title	President
Date	6/26/2024

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)

## Facilities Management Requisition Over \$30K



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

File #: FM-P-0030-24 Agenda Date: 7/2/2024 Agenda #: 17.B.

AWARDING RESOLUTION
ISSUED TO FOX VALLEY FIRE & SAFETY COMPANY
FOR PREVENTATIVE MAINTENANCE, TESTING AND REPAIR
OF THE NON-EDWARDS SYSTEM TECHNOLOGY FIRE ALARM &
LIFE SAFETY SYSTEMS FOR COUNTY FACILITIES
FOR FACILITIES MANAGEMENT
(CONTRACT TOTAL NOT TO EXCEED \$117,500.00)

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

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract to Fox Valley Fire & Safety Company, Inc., for preventative maintenance, testing and repair of the Non-Edwards System Technology Fire Alarm and Life Safety Systems for County facilities, for the period of August 28, 2024 through August 27, 2025, for Facilities Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, for preventative maintenance, testing and repair of the Non-Edwards System Technology Fire Alarm and Life Safety Systems for County facilities, for the period August 28, 2024 through August 27, 2025, for Facilities Management, be, and it is hereby approved for issuance of a contract by the Procurement Division to, Fox Valley Fire & Safety Company, Inc., 2730 Pinnacle Drive, Elgin, IL 60124, for a total contract amount not to exceed \$117,500.00, (Facilities Management portion \$95,000.00, Animal Services portion \$1,500.00, Division of Transportation portion \$10,000.00, and Public Works portion \$11,000.00), per renewal option under bid award bid #22-080-FM, second of three options to renew.

Enacted and approved this 9th day of July, 2024 at W	heaton, Illinois.
	DEBORAH A. CONROY, CHAIR DU PAGE COUNTY BOARD
Attest:	JEAN KACZMAREK, COUNTY CLERK



## Procurement Review Comprehensive Checklist Procurement Services Division

This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION							
General Tracking		Contract Terms					
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST:				
24-1816	22-080-FM	1 YR + 3 X 1 YR TERM PERIODS	\$158,945.00				
COMMITTEE:	TARGET COMMITTEE DATE:	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS:				
PUBLIC WORKS	07/02/2024	3 MONTHS	\$466,945.00				
	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,						
	CURRENT TERM TOTAL COST:	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD:				
\$117,500.00		FOUR YEARS	SECOND RENEWAL				
Vendor Information		Department Information					
VENDOR:	VENDOR #:	DEPT:	DEPT CONTACT NAME:				
Fox Valley Fire & Safety Company	11067	Facilities Management	Mary Ventrella				
VENDOR CONTACT:	VENDOR CONTACT PHONE:	DEPT CONTACT PHONE #:	DEPT CONTACT EMAIL:				
Jon Ofenloch	847-695-5990	630-407-5705	mary.ventrella@dupagecounty.gov				
VENDOR CONTACT EMAIL:	VENDOR WEBSITE:	DEPT REQ #:	,				
JonOfenloch@foxvalley.com							

#### Overview

DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Recommendation for the approval of a contract to Fox Valley Fire & Safety Company, for preventative maintenance, testing and repair of the Non-Edwards System Technology Fire Alarm and Life Safety Systems for County facilities, for the period August 28, 2024 through August 27, 2025, for a total contract amount not to exceed \$117,500.00 (\$95,000 for Facilities Management, \$1,500 for Animal Services, \$10,000 for Division of Transportation, \$11,000 for Public Works), per renewal option under bid award #22-080-FM. Second of three options to renew.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished

The City of Wheaton Ordinance fire prevention code, ROCA 1990, NEPA requires quarterly and semi-annual life safety testing and inspe

The City of Wheaton Ordinance fire prevention code, BOCA 1990, NFPA requires quarterly and semi-annual life safety testing and inspection of the County facilities fire alarms and sprinkler systems.

SECTION 2: DECISION MEMO REQUIREMENTS						
DECISION MEMO NOT REQUIRED RENEWAL	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.					
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.					

	SECTION 3: DECISION MEMO						
SOURCE SELECTION	Describe method used to select source.						
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).						

Form under revision control 05/17/2024

	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.

Vendor: Fox Valley Fire & Safety Company  Attn:  Jon Ofenloch  Vendor#: 11067  Email: JonOfenloch@f	Dept: Facilities Management  Attn:	Division:  Email:				
	· · · · · · ·					
		FMAccountsPayable @dupagecounty.gov				
Address: City: 2730 Pinnacle Drive Elgin	Address: 421 N. County Farm Road	City: Wheaton				
State:         Zip:           IL         60124	State:	Zip: 60187				
Phone: Fax: 847-695-5990 847-695-3699	Phone: 630-407-5700	Fax: 630-407-5701				
Send Payments To:		Ship to:				
Vendor: Vendor#: 11067  Attn: Email:	Dept: Facilities Management Attn:	Division:  Email:				
Address: City: 2730 Pinnacle Drive Elgin	Address: various locations	City: Wheaton				
State:         Zip:           IL         60124	State:	Zip: 60187				
Phone: Fax:	Phone:	Fax:				
Shipping		 Contract Dates				
Payment Terms: FOB: PER 50 ILCS 505/1 Destination	Contract Start Date (PO25): Aug 28, 2024	Contract End Date (PO25): Aug 27, 2025				

Form under revision control 05/17/2024

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	LO		Facilities Management	FY24	1000	1100	53300		45,000.00	45,000.00
2	1	LO		Animal Services	FY24	1100	1300	53300		250.00	250.00
3	1	LO		Division of Transportation	FY24	1500	3510	53300		5,000.00	5,000.00
4	1	LO		Public Works - Woodridge & Knollwood	FY24	2000	2555	53300		2,500.00	2,500.00
5	1	LO		Public Works - Marionbrook	FY24	2000	2665	53300		4,500.00	4,500.00
6	1	LO		Facilities Management	FY25	1000	1100	53300		50,000.00	50,000.00
7	1	LO		Animal Services	FY25	1100	1300	53300		1,250.00	1,250.00
8	1	LO		Division of Transportation	FY25	1500	3510	53300		5,000.00	5,000.00
9	1	LO		Public Works - Woodridge & Knollwood	FY25	2000	2555	53300		2,500.00	2,500.00
10	1	LO		Public Works - Marionbrook	FY25	2000	2665	53300		1,500.00	1,500.00
FYis	require	d, ensure	the correct FY i	is selected.	,			•	'	Requisition Total	\$ 117,500.00

Comments							
HEADER COMMENTS  Provide comments for P020 and P025.  Provide preventative maintenance, testing and repair of the Non-Edwards System Technology Fire Alarm and Life Safety Systems for County facilities.							
SPECIAL INSTRUCTIONS  Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.  Send PO to Vendor, Mary Ventrella, Cathie Figlewski, Clara Gomez, Kristie Lecaros, Kathy Black, and Drew							
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.  Public Works Committee: 07/02/24 County Board: 07/09/24						
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.						

Form under revision control 05/17/2024



THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
PREVENTATIVE MAINTENANCE, TEST & REPAIR - NON-EDWARDS FIRE
ALARM / LIFE SAFETY SYSTEM 22-080-FM
BID TABULATION

 $\checkmark$ 

				1			
				FOX VALLEY	FIRE & SAFETY		ANT FIRE ECTION
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
SECTI	ON 1			_	-		_
1	Group 1 - County Jail	LS	1	\$ 16,150.00	\$ 16,150.00	\$ 58,740.00	\$ 58,740.00
2	Group 2 - JOF	LS	1	\$ 5,700.00	\$ 5,700.00	\$ 20,800.00	\$ 20,800.00
3	Group 3 - JTK Administration Building	LS	1	\$ 7,650.00	\$ 7,650.00	\$ 29,760.00	\$ 29,760.00
4	Group 4 - Care Center	LS	1	\$ 4,450.00	\$ 4,450.00	\$ 4,800.00	\$ 4,800.00
5	Group 5 - Coroner's Office	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 5,120.00	\$ 5,120.00
6	Group 6 - Office of Emergency Management	LS	1	\$ 7,250.00	\$ 7,250.00	\$ 16,320.00	\$ 16,320.00
7	Group 7 - Sheriff's Work Alternative Program, SWAP	LS	1	\$ 700.00	\$ 700.00	\$ 2,560.00	\$ 2,560.00
8	Group 8 - Station #1 (OEM Storage)	LS	1	\$ 800.00	\$ 800.00	\$ 1,280.00	\$ 1,280.00
9	Group 9 - Animal Services	LS	1	\$ 1,770.00	\$ 1,770.00	\$ 2,560.00	\$ 2,560.00
10	Group 10 - DOT Garage	LS	1	\$ 2,450.00	\$ 2,450.00	\$ 3,840.00	\$ 3,840.00
11	Group 11 - Children's Center (CANEC)	LS	1	\$ 1,450.00	\$ 1,450.00	\$ 2,560.00	\$ 2,560.00
12	Group 12 - Standby Power Facility	LS	1	\$ 2,900.00	\$ 2,900.00	\$ 5,120.00	\$ 5,120.00
13	Group 13 - PW, Marionbrook	LS	1	\$ 1,250.00	\$ 1,250.00	\$ 8,960.00	\$ 8,960.00
14	Group 14 - PW, Woodridge	LS	1	\$ 800.00	\$ 800.00	\$ 3,200.00	\$ 3,200.00
15	Group 15 - PW, Knollwood	LS	1	\$ 225.00	\$ 225.00	\$ 1,280.00	\$ 1,280.00
16	Group 16 - Alternates	LS	1	\$ 21,300.00	\$ 21,300.00	\$ 50,560.00	\$ 50,560.00



THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
PREVENTATIVE MAINTENANCE, TEST & REPAIR - NON-EDWARDS FIRE
ALARM / LIFE SAFETY SYSTEM 22-080-FM
BID TABULATION

	$\checkmark$									
			FOX \	/ALLEY F	IRE	& SAFETY	ASSURANT FIRE PROTECTION			
NO.	). ITEM		RATE		EXTENDED PRICE		RATE		EXTENDED PRICE	
SECTI Labor a	ON 2 allowance of estimated work ordered by owner									
17	Hourly Rate - Normal Hours: M-F, 7:00 am - 4:30pm	120	\$	130.00	\$	15,600.00	\$	160.00	\$	19,200.00
18	Premium Rate – after Normal Hours: after 4:30 p.m. (Monday-Friday) and Saturdays	40	\$	175.00	\$	7,000.00	\$	240.00	\$	9,600.00
19	Premium Rate – Sundays and Holidays	20	\$	175.00	\$	3,500.00	\$	320.00	\$	6,400.00
SECTI Labor a	ON 2 allowance of estimated work ordered by owner		•							
20	Hourly Rate - Normal Hours: M-F, 7:00 am - 4:30pm	100	\$	130.00	\$	13,000.00	\$	160.00	\$	16,000.00
21	Premium Rate – after Normal Hours: after 4:30 p.m. (Monday-Friday) and Saturdays	20	\$	175.00	\$	3,500.00	\$	240.00	\$	4,800.00
22	Premium Rate – Sundays and Holidays	40	\$	175.00	\$	7,000.00	\$	320.00	\$	12,800.00
NO.	ITEM	RATE	MAR	KUP %	E	XTENDED PRICE	MA	ARKUP %	E	XTENDED PRICE
23	Parts Markup from Contractors Cost	\$ 25,000	;	30%	\$	32,500		10%	\$	27,500.00
		•	1							
	GRAND TOTAL				\$	158,945.00			\$	313,760.00

#### NOTES

<sup>2.</sup> Miscalculations - ASSURANT FIRE PROTECTION Extended Price and Grand Total do not match and are highlighted to note error(s). Grand Total sum corrected to \$313,760.00 from \$312,800.00.

Bid Opening 07/21/22 @ 2:30 PM	SJ, VC
Invitations Sent	19
Total Vendors Requesting Documents	4
Total Bid Responses	2

<sup>1.</sup> Miscalculations - FOX VALLEY FIRE & SAFETY Extended Price and Grand Total do not match and are highlighted to note error(s). Grand Total sum corrected to \$158,945.00 from \$158,745.00.



#### AMENDMENT FOR CONTRACT RENEWAL

This contract made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and Fox Valley Fire & Safety Company. located at 2730 Pinnacle Drive, Elgin, IL, 60124, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #22-080-FM which became effective on 08/28/2022 and which will expire 08/27/2024. The contract is subject to a second of three options to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature and shall terminate on 08/27/2025.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, as specified in the original contract.

CONTRACTOR	THE COUNTY OF DUPAGE
Signature on File	
SIGNATURE	SIGNATURE
Robert Mansfield	Henry Kocker
PRINTED NAME	PRINTED NAME
CFO	Buyer I
PRINTED TITLE	PRINTED TITLE
5/20/2024	
DATE	DATE

#### SECTION 7 - BID FORM PRICING

Contractor shall provide pricing for services listed below

The County has provided an Excel spreadsheet to assist with pricing tables. Complete Appendix A – Bid for Pricing 22-080-FM. To open the file, click on paperclip and save Excel spreadsheet to computer.

#### SECTION 1

#### GROUP 1 - SECTION A - BUILDING #29

JAIL "A" BUILDING "to include 4 dry pipe inspections per visit

	SEMI-ANNUAL 1	SEMI-ANNUAL 2
FIRE ALARM (A)		FIRE ALARM (A)
5	4,500.00	\$ 4,500.00

QUARTER 1		QUARTER 1 QUARTER 2			QUARTER 3		QUARTER 4		
June/July/Aug		S	ept/Oct/Nov	Dec/Jan/Feb		Mar/Apr/May			
*SP	PRINKLER (A)	*SF	RINKLER (A)		SPRINKLER (A)	49	SPRINKLER (A)		
\$	500.00	\$	500.00	S	500.00	S	500.00		

## GROUP 1 - SECTION B - COMPUTER ROOM (JAIL "A")

Semi-Annual Fire Suppression System Service and Inspection

SEMI-ANNUAL 1			SEMI-ANNUAL 2	
	NOVEC		NOVEC	
\$	500.00	5	500.00	

#### GROUP 1 - SECTION C - JAIL "A" BUILDING

Annı	ral Fire Pump Flow Test
5	600.00

	GROUP 1 -	SECTION	D	- JAIL	"B"	BUILDING
1	-		_			

QUARTER 1	QUARTER 2	QUARTER 3	QUARTER 4	
June/July/Aug	Sept/Oct/Nov	Dec/Jan/Feb	Mar/Apr/May	
SPRINKLER (B)	SPRINKLER (B)	SPRINKLER (B)	SPRINKLER (B)	
\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	

#### GROUP 1 - SECTION E - SHERIFF'S ADDITION

QUARTER 1	QUARTER 2	QUARTER 3	QUARTER 4
June/July/Aug	Sept/Oct/Nov	Dec/Jan/Feb	Mar/Apr/May
SPRINKLER	SPRINKLER	SPRINKLER	SPRINKLER
\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00

#### GROUP 1 - SECTION F - SHERIFF'S KITCHEN

Semi-Annual Fire Suppression System Service and Inspection

,	SEMI-ANNUAL 1		SEMI-ANNUAL 2
	ANSUL		ANSUL
S	75.00	5	75.00

TOTAL FOR GROUP 1 \$ 16,150.00

## GROUP 2, SECTION A - BUILDING #33

JUDICIAL OFFICE FACILITY \*to include 1 dry pipe inspection per visit

Testing and inspection work shall be scheduled during "off hours" (Typically Saturdays)

QUARTER 1		QUARTER 2		QUARTER 3	-	QUARTER 4
June/July/Aug		Sept/Oct/Nov		Dec/Jan/Feb		Mar/Apr/May
*SPRINKLER		*SPRINKLER		*SPRINKLER		*SPRINKLER
\$ 500.00	S	500.00	5	500.00	\$	500.00

#### GROUP 2. SECTION B - JOF PRE-ACTION

Testing and inspection work will be scheduled during 'off hours' (Typically Saturdays)

SEMI-ANNUAL 1 PRE-ACTION			SEMI-ANNUAL 2	
		PRE-ACTION		
\$	300.00	S	300.00	

#### GROUP 2. SECTION C - JOF KITCHEN

SEMI-ANNUAL KITCHEN FIRE SUPPRESSION SYSTEM SERVICE AND INSPECTION

Note: Work on the kitchen will be scheduled off hours.

SEMI-ANNUAL 1 ANSUL		SEMI-ANNUAL 2	
		ANSUL	
\$ 150.00		\$	150.00

## GROUP 2, SECTION D - BUILDING #47

JOF ANNEX

Testing and inspection work shall be scheduled during "off hours" (Typically Saturdays)

QUARTER 1	QUARTER 2	QUARTER 3	QUARTER 4
June/July/Aug	Sept/Oct/Nov	Dec/Jan/Feb	Mar/Apr/May
SPRINKLER	SPRINKLER	SPRINKLER	SPRINKLER
\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00

## GROUP 2, SECTION E - JOF ANNEX

Annua	Fire Pump Flow
	Test
5	600.00

## GROUP 2, SECTION F - JOF 509 PARKING GARAGE

Testing and inspection work shall be scheduled during "off hours" (Typically Saturdays)

SEMI-ANNUAL 1 FIRE ALARM				SEMI-ANNUAL	2
			FIRE ALARM		
5	300.00	*	\$	300.00	

TOTAL FOR GROUP 2	\$ 5,700.00	

## GROUP 3, SECTION A - JTK ADMINISTRATION BUILDING

Testing and inspection work shall be scheduled during "off hours" (Typically Saturdays)

-	SEMI-ANNUAL 1	SEMI-ANNUAL		
	FIRE ALARM	FIRE	ALARM	
\$	1,900.00	\$ 1,90	00.00	

QUARTER 1	QUARTER 2	QUARTER 3	QUARTER 4
June/July/Aug	Sept/Oct/Nov	Dec/Jan/Feb	Mar/Apr/May
SPRINKLER	SPRINKLER	SPRINKLER	SPRINKLER
\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00

#### GROUP 3, SECTION B - JTK ADMIN KITCHEN

SEMI-ANNUAL KITCHEN FIRE SUPPRESSION SYSTEM SERVICE & INSPECTION

Note: Work on the kitchen will be scheduled off hours.

SEMI-ANNUAL 1 KITCHEN		ANNUAL 1 SEMI-ANNUAL 2		
		KITCHEN		
\$	175.00	\$ 175.00		

#### GROUP 3, SECTION C - JTK ADMIN/ANNEX TUNNEL

QUARTER 1		QUARTER 2		QUARTER 3		QUARTER 4	
June/July/Aug			Sept/Oct/Nov	Dec/Jan/Feb		Mar/Apr/May	
SPRINKLER/FLOW TEST		SPRINKLER/FLOW TEST		SPRINKLER/FLOW TEST		SPRINKLER/FLOW TEST	
\$	250.00	\$	250.00	5	250.00	S	250.00

## GROUP 3, SECTION D - INFORMATION TECHNOLOGY

SEMI-ANNUAL NOVEC 1230

	SEMI-ANNUAL 1		SEMI-ANNUAL 2
CLEAN AGENT SYSTEM		CLEAN AGENT SYST	
\$	300.00	\$	300.00

## GROUP 3, SECTION E - ADMINISTRATION BUILDING 479 PARKING GARAGE

Testing and inspection work shall be scheduled during "off hours" (Typically Saturdays)

SEMI-ANNUAL 1 FIRE ALARM			SEMI-ANNUAL 2	
		FIRE ALARM		
\$	350.00	\$	350.00	- 0

TOTAL FOR GROUP 3	\$ 7,650.00

GRO	DUP 4, SECTION A -	CAREC	ENTER		
	QUARTER 1		QUARTER 2	QUARTER 3	QUARTER 4
	June/July/Aug		Sept/Oct/Nov	Dec/Jan/Feb	Mar/Apr/May
	SPRINKLER		SPRINKLER	SPRINKLER	SPRINKLER
5	800.00	3	800.00	\$ 800.00	\$ 800.00

#### **GROUP 4. SECTION B**

Annual Sprinkler / Fire Pump Flow Test \$ 600.00

## GROUP 4, SECTION C

Annual Fire Suppression Service & Inspection

\$ 250.00

## **GROUP 4, SECTION D KITCHEN & CAFETERIA**

Note: Work on the kitchen will be scheduled off hours

SEMI-ANNUAL 1	SEMI-ANNUAL 2
ANSUL	ANSUL
\$ 200.00	\$ 200.00

TOTAL FOR GROUP 4 \$ 4,450.00

#### GROUP 5 - CORONER

Note: To include 1 dry pipe inspection per visit

	SEMI-ANNUAL 1	SEMI-ANNUAL 2	
	FIRE ALARM		FIRE ALARM
\$ 500,00		\$	500.00

QUARTER 1	QUARTER	2 QUARTER 3	QUARTER 4
June/July/Aug	Sept/Oct/No	ov Dec/Jan/Feb	Mar/Apr/May
*SPRINKLER	*SPRINKLE	R *SPRINKLER	*SPRINKLER
\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00

TOTAL FOR GROUP 5 \$ 2,000.00

## GROUP 6, SECTION A - BUILDING #57

OEM 418 County Farm Road

SEMI-ANNUAL 1	SEMI-ANNUAL 2
FIRE ALARM	FIRE ALARM
\$ 250.00	\$ 250.00

QUARTER 1	QUARTER 2	QUARTER 3	QUARTER 4
June/July/Aug	Sept/Oct/Nov	Dec/Jan/Feb	Mar/Apr/May
SPRINKLER	SPRINKLER	SPRINKLER	SPRINKLER
\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00

## GROUP 6, SECTION B - BUILDING #60

DUCOMM ADMINISTRATION 420 County Farm Road

 SEMI-ANNUAL 1	SEMI-ANNUAL 2	
FIRE ALARM	FIRE ALARM	
\$ 150.00	\$	150.00

QUARTER 1	QUARTER 2	QUARTER 3	QUARTER 4
June/July/Aug	Sept/Oct/Nov	Dec/Jan/Feb	Mar/Apr/May
SPRINKLER	SPRINKLER	SPRINKLER	SPRINKLER
\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00

## GROUP 6, SECTION C - BUILDING #60

DUCOMM ADMINISTRATION 420 County Farm Road

SEI	MI-ANNUAL 1	SEMI-ANNUAL 2			
		KITCHEN FIRE SUPPRESSION SYSTEM AND			
KITCHEN FIRE SUI	PPRESSION SYSTEM ANSUL	KITCHEN FIRE SUPPRESSION SYSTEM ANSU			

## GROUP 6, SECTION C - BUILDING #60

DUCOMM ECC 420 County Farm Road

SEMI-ANNUAL 1		SEMI-ANNUAL 2
FIRE ALARM		FIRE ALARM
\$ 350.00	5	350.00

## GROUP 6, SECTION E - BUILDING #60, DUCOMM ECC - 2 SYSTEMS (1 Panel)

420 County Farm Road

	SEMI-ANNUAL 1	PRE-ACTION \$ 450.00		П
	PRE-ACTION			T
5	450.00			

## GROUP 6, SECTION F - BUILDING #60, DUCOMM ECC NOVEC 1230 - 3 SYSTEMS (1 Panel) 420 County Farm Road

	SEMI-ANNUAL 1	SEMI-ANNUAL 2		
	NOVEC		NOVEC	
\$ 375.00		\$ 375.00		

	SEMI-ANNUAL 1	BUILDING #2, WORK RELEA SEMI-ANNUAL 2	SE 424 County Farm Road	
	FIRE ALARM	FIRE ALARM		
\$		\$ 400.00	-	
-			_	
	QUARTER 1	QUARTER 2	QUARTER 3	QUARTER 4
	June/July/Aug	Sept/Oct/Nov	Dec/Jan/Feb	Mar/Apr/May
	*SPRINKLER	*SPRINKLER	SPRINKLER	*SPRINKLEF
\$	250.00	\$ 250.00	\$ 250.00	\$ 250.00
_			TOTAL FOR GROUP 6	\$ 7,650.00
20	OUD 7 CHEDIEE'S W	ORK ALTERNATIVE DROOM	AM (C)M A D)	
31	QUARTER 1	ORK ALTERNATIVE PROGR QUARTER 2		OHADTED (
	SECURITY	SECURITY	QUARTER 3	QUARTER 4
\$	175.00	\$ 175.00	\$ 175.00	SECURITY \$ 175.00
Ψ.	175.00	3 1/3.00	\$ 275.00	3 1/3.00
			TOTAL FOR GROUP 7	\$ 700.00
			1011.61011.011	700.00
GR	OUP 8 - OFFICE OF E	MERGENCY MANAGEMENT	- BUILDING# 27	
	SEMI-ANNUAL 1	SEMI-ANNUAL 2		
	FIRE ALARM	FIRE ALARM		
\$	400.00	\$ 400.00		
			TOTAL FOR GROUP 8	\$ 800.00
		VICES BUILDING #18	TOTAL FOR GROUP 8	\$ 800.00
	TION A - BUILDING #	18	TOTAL FOR GROUP 8	\$ 800.00
	SEMI-ANNUAL 1	SEMI-ANNUAL 2	TOTAL FOR GROUP 8	\$ 800.00
SEC	TION A - BUILDING #	18	TOTAL FOR GROUP 8	\$ 800.00
SEC	SEMI-ANNUAL 1 FIRE ALARM	SEMI-ANNUAL 2 FIRE ALARM	TOTAL FOR GROUP 8	\$ 800.00
SEC	SEMI-ANNUAL 1 FIRE ALARM 385.00  QUARTER 1	SEMI-ANNUAL 2 FIRE ALARM \$ 385.00  QUARTER 2	TOTAL FOR GROUP 8	\$ 800.00
SEC	SEMI-ANNUAL 1 FIRE ALARM 385.00	SEMI-ANNUAL 2 FIRE ALARM \$ 385.00		
\$	SEMI-ANNUAL 1 FIRE ALARM 385.00  QUARTER 1 June/July/Aug SPRINKLER	SEMI-ANNUAL 2 FIRE ALARM \$ 385.00  QUARTER 2 Sept/Oct/Nov SPRINKLER	QUARTER 3 Dec/Jan/Feb SPRINKLER	QUARTER 4 Mar/Apr/May SPRINKLER
\$	SEMI-ANNUAL 1 FIRE ALARM 385.00  QUARTER 1 June/July/Aug	SEMI-ANNUAL 2 FIRE ALARM \$ 385.00  QUARTER 2 Sept/Oct/Nov	QUARTER 3 Dec/Jan/Feb	QUARTER 4 Mar/Apr/May
\$	SEMI-ANNUAL 1 FIRE ALARM 385.00  QUARTER 1 June/July/Aug SPRINKLER	SEMI-ANNUAL 2 FIRE ALARM \$ 385.00  QUARTER 2 Sept/Oct/Nov SPRINKLER	QUARTER 3 Dec/Jan/Feb SPRINKLER \$ 250.00	QUARTER 4 Mar/Apr/May SPRINKLER 5 250.00
\$	SEMI-ANNUAL 1 FIRE ALARM 385.00  QUARTER 1 June/July/Aug SPRINKLER	SEMI-ANNUAL 2 FIRE ALARM \$ 385.00  QUARTER 2 Sept/Oct/Nov SPRINKLER	QUARTER 3 Dec/Jan/Feb SPRINKLER	QUARTER 4 Mar/Apr/May SPRINKLER
\$	SEMI-ANNUAL 1 FIRE ALARM 385.00  QUARTER 1 June/July/Aug SPRINKLER	SEMI-ANNUAL 2 FIRE ALARM \$ 385.00  QUARTER 2 Sept/Oct/Nov SPRINKLER	QUARTER 3 Dec/Jan/Feb SPRINKLER \$ 250.00	QUARTER 4 Mar/Apr/May SPRINKLER 5 250.00
s s	SEMI-ANNUAL 1 FIRE ALARM 385.00  QUARTER 1 June/July/Aug SPRINKLER 250.00	SEMI-ANNUAL 2 FIRE ALARM \$ 385.00  QUARTER 2 Sept/Oct/Nov SPRINKLER	QUARTER 3 Dec/Jan/Feb SPRINKLER \$ 250.00  TOTAL FOR GROUP 9	QUARTER 4 Mar/Apr/May SPRINKLER 5 250.00
\$ \$	SEMI-ANNUAL 1 FIRE ALARM 385.00  QUARTER 1 June/July/Aug SPRINKLER 250.00	SEMI-ANNUAL 2 FIRE ALARM \$ 385.00  QUARTER 2 Sept/Oct/Nov SPRINKLER \$ 250.00	QUARTER 3 Dec/Jan/Feb SPRINKLER \$ 250.00  TOTAL FOR GROUP 9	QUARTER 4 Mar/Apr/May SPRINKLER 5 250.00
\$ \$	CTION A - BUILDING # SEMI-ANNUAL 1 FIRE ALARM 385.00  QUARTER 1 June/July/Aug SPRINKLER 250.00  CUP 10 - DOT HIGHWATION A SEMI-ANNUAL 1	SEMI-ANNUAL 2 FIRE ALARM \$ 385.00  QUARTER 2 Sept/Oct/Nov SPRINKLER \$ 250.00  AY GARAGE - BUILDING #14	QUARTER 3 Dec/Jan/Feb SPRINKLER \$ 250.00  TOTAL FOR GROUP 9	QUARTER 4 Mar/Apr/May SPRINKLER 5 250.00
\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	SEMI-ANNUAL 1 FIRE ALARM 385.00  QUARTER 1 June/July/Aug SPRINKLER 250.00	SEMI-ANNUAL 2 FIRE ALARM \$ 385.00  QUARTER 2 Sept/Oct/Nov SPRINKLER \$ 250.00  AY GARAGE - BUILDING #14  SEMI-ANNUAL 2 FIRE ALARM	QUARTER 3 Dec/Jan/Feb SPRINKLER \$ 250.00  TOTAL FOR GROUP 9	QUARTER 4 Mar/Apr/May SPRINKLER 5 250.00
\$ \$	CTION A - BUILDING # SEMI-ANNUAL 1 FIRE ALARM 385.00  QUARTER 1 June/July/Aug SPRINKLER 250.00  DUP 10 - DOT HIGHWATION A SEMI-ANNUAL 1 FIRE ALARM	SEMI-ANNUAL 2 FIRE ALARM \$ 385.00  QUARTER 2 Sept/Oct/Nov SPRINKLER \$ 250.00  AY GARAGE - BUILDING #14	QUARTER 3 Dec/Jan/Feb SPRINKLER \$ 250.00  TOTAL FOR GROUP 9	QUARTER 4 Mar/Apr/May SPRINKLER 5 250.00
\$ SRC	CTION A - BUILDING # SEMI-ANNUAL 1 FIRE ALARM 385.00  QUARTER 1 June/July/Aug SPRINKLER 250.00  DUP 10 - DOT HIGHWATION A SEMI-ANNUAL 1 FIRE ALARM	SEMI-ANNUAL 2 FIRE ALARM \$ 385.00  QUARTER 2 Sept/Oct/Nov SPRINKLER \$ 250.00  AY GARAGE - BUILDING #14  SEMI-ANNUAL 2 FIRE ALARM	QUARTER 3 Dec/Jan/Feb SPRINKLER \$ 250.00  TOTAL FOR GROUP 9	QUARTER 4 Mar/Apr/May SPRINKLER S 250.00
\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	CTION A - BUILDING # SEMI-ANNUAL 1 FIRE ALARM 385.00  QUARTER 1 June/July/Aug SPRINKLER 250.00  DUP 10 - DOT HIGHWATION A SEMI-ANNUAL 1 FIRE ALARM 225.00	SEMI-ANNUAL 2 FIRE ALARM \$ 385.00  QUARTER 2 Sept/Oct/Nov SPRINKLER \$ 250.00  AY GARAGE - BUILDING #14  SEMI-ANNUAL 2 FIRE ALARM \$ 225.00	QUARTER 3 Dec/Jan/Feb SPRINKLER \$ 250.00  TOTAL FOR GROUP 9	QUARTER 4 Mar/Apr/May SPRINKLER \$ 250.00 \$ 1,770.00
\$ \$	CTION A - BUILDING # SEMI-ANNUAL 1 FIRE ALARM 385.00  QUARTER 1 June/July/Aug SPRINKLER 250.00  CUP 10 - DOT HIGHWATTION A SEMI-ANNUAL 1 FIRE ALARM 225.00  QUARTER 1	SEMI-ANNUAL 2 FIRE ALARM \$ 385.00  QUARTER 2 Sept/Oct/Nov SPRINKLER \$ 250.00  AY GARAGE - BUILDING #14  SEMI-ANNUAL 2 FIRE ALARM \$ 225.00  QUARTER 2	QUARTER 3 Dec/Jan/Feb SPRINKLER \$ 250.00  TOTAL FOR GROUP 9	QUARTER 4 Mar/Apr/May SPRINKLER 5 250.00

\$

250.00

\$

250.00

S

250.00

250.00

\$

GROUP 10 - DOT FLEE SECTION B	T GARAGE - BUILDING #28		
QUARTER 1	QUARTER 2	QUARTER 3	QUARTER 4
June/July/Aug	Sept/Oct/Nov	Dec/Jan/Feb	Mar/Apr/May
SPRINKLER	SPRINKLER	SPRINKLER	SPRINKLER
\$ 250.00	5 250.00	\$ 250.00	\$ 250.00

TOTAL FOR GROUP 10	\$ 2 450 00	
TOTAL TON OROOF TO	3 2,430.00	

#### GROUP 11 - CHILDREN'S CENTER (CANEC) - BUILDING #55 SECTION A

SEMI-ANNUAL 1		SEMI-ANNUAL 2		
	FIRE ALARM		FIRE ALARM	
S	225.00	\$ 225.00		

QUARTER 1	QUARTER 2	QUARTER 3	QUARTER 4
June/July/Aug	Sept/Oct/Nov	Dec/Jan/Feb	Mar/Apr/May
SFRINKLER	SPRINKLER	SPRINKLER	SPRINKLER
\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00

TOTAL FOR GROUP 11	\$ 7 450 00
1017121 011001 11	- 1, 450.00

## GROUP 12 - STANDBY POWER FACILITY - BUILDING #58

SECTION A (MUST INCLUDE TESTING OF DEVICES ABOVE GENERATORS)

SEMI-ANNUAL 1	SEMI-ANNUAL 2
FIRE ALARM	FIRE ALARM
\$ 300.00	\$ 300.00

QUARTER 1		QUARTER 2		QUARTER 3	QUARTER 4
June/July/Aug		Sept/Oct/Nov	1/1 =	Dec/Jan/Feb	Mar/Apr/May
SPRINKLER		SPRINKLER		SPRINKLER	SPRINKLER
\$ 250.00	3	250.00	\$	250.00	\$ 250.00

## GROUP 12 - STANDBY POWER FACILITY - BUILDING #58

SECTION B

SEMI-ANNUAL 1	SEMI-ANNUAL 2
Fike HFC-227EA	Fike HFC-227EA
\$ 300.00	\$ 300.00

SEMI-ANNUAL 1 Pre-Action		SEMI-ANNUAL 2 Pre-Action	

TOTAL FOR GROUP 12 \$ 2,300.00

ROUP 13 - MARIONBR	OOK		
QUARTER 1	QUARTER 2	QUARTER 3	QUARTER 4
June/July/Aug	Sept/Oct/Nov	Dec/Jan/Feb	Mar/Apr/May
SPRINKLER	SPRINKLER	SPRINKLER	SPRINKLER
\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00

Annual Fire Alarm 100% \$ 250.00

Annual 100% S 800.00

Annual 100% \$ 225.00

TOTAL FOR GROUP 13 - 15 \$ 2,275.00

GROUP 16, ALTERNATE #1					
ITEM	QTY	PRICE	EXTENDED PRICE		
5-Year Hydrostatic Test of Standpipe	20	\$ 500.00	\$ 10,000.00		

 GROUP 16, ALTERNATE #2
 QTY
 PRICE
 EXTENDED PRICE

 5-Year Roof Standby Pipe Test Buildings
 4
 \$ 200.00
 \$ 800.00

ITEM QTY PRICE EXTENDED PRICE

5-Year Internal Obstruction for Sprinkler System and 15 \$ 500.00 \$ 7,500.00

5-Year Internal Inspection @ FD Check Valve

GROUP 16, ALTERNATE #4			
ITEM	QTY	PRICE	EXTENDED PRICE
3-Year Pre-Action Air Test & Full Trip Test	4	\$ 350.00	\$ 1,400.00
3-Year Pre-Action Internal Inspections	4	5 400.00	\$ 1,600.00

TOTAL FOR GROUP 16 \$ 21,300.00

## TOTAL FOR SECTION 1 \$ 76,645.00

DE	-	20	8.0	19
SE	<b>U</b> 1	10	m	~

Example \$25,000.00 x 10% Markup = \$27,500.00

Allowance for estimated items (Hourly Rates and Parts) to be ordered by owner (for work specified as additional work during regular and after hours) when required.

NOTE: All work previously specified as "off hour" work does NOT qualify for any additional labor allowance under Section 2.

ITEM	HOURS	RATE	EXTENDED PRICE
Hourly Rate - Normal Hours: M-F, 7:00 am - 4:30pm	120	s 130.00	s 15,600.00
Premium Rate – after Normal Hours: after 4,30 p.m. (Monday-Friday) and Saturdays	40	s 175.00	\$ 7,000.00
Premium Rate – Sundays and Holidays	20	\$ 175.00	\$ 3,500.00

Sprinkler System Work outside the scope of maintenance/testing/repair (Changes ordered by owner, valve replacement, pipe replacement, sprinkler head replacement, etc.) Subcontractors may be used for sprinkler work at your following Sprinkler System work rates.

ITEM	HOURS	RATE	EXTENDED PRICE
Hourly Rate - Normal Hours: M-F, 7:00 am - 4:30pm	100	\$ 130.00	\$ 13,000.00
Premium Rate – after Normal Hours: after 4:30 p.m. (Monday-Friday) and Saturdays	20	\$ 175.00	\$ 3,500.00
Premium Rate – Sundays and Holidays	40	\$ 175.00	\$ 7,000.00

TOTAL FOR SECTION 2 \$82,100.00

					(SE		SECTION 2		,745.	00
GRAND TO	One	hundre zero c	d fifty ents	eight	thousand,	ševen	hundred	fourty	five	dollars
Delivery			days after r	ecelpt of	order					
Extended V	Varrani	y Options:		dditional i	nformation when	e availabl	e with bid sub	mission		

#### SECTION 8 - BID FORM SIGNATURE PAGE

The Contractor agrees to provide the service, and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.



CORPORATE SEAL (If available)

BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Sub	scribed and sworn to before	me this 20TH day of TUTY	AD, 2023
	gnature on		16/3023
		SEAL	

# SECTION 9 - MANDATORY FORM PREVENTATIVE MAINTENANCE, TEST & REPAIR - NON-EDWARDS FIRE ALARM / LIFE SAFETY SYSTEM 22008FM

(	PLEASE TYPE OR PRINT TH	E FOLLOWING INFORMATION)			
Full Name of Bidder	Full Name of Bidder  Jon Ofenloch				
Main Business Address	2730 Pinnacle Dr.				
City, State, Zip Code	Elgin, IL 60124				
Telephone Number	(o) 847-695-5990 (c) 224-268-4341	Email Jonofenloch@foxvalleyfire.com			
Bid Contact Person	Jon Ofenloch				
ne undersigned certifies that	heis:				
the Owner/Sole Proprietor erein after called the Bidder	a Member authorized to sign on behalf of the Partnership and that the members of the Pa	an Officer of the a Member of the .  Corporation Venture  artnership or Officers of the Corporation are as follows:			
enneth Volkening		Scott Volkening			
(President or Par	iner)	(Vice-President or Partner)			
im Moran Sr.		Jim Moran Jr.			
(Secretary or Par	tner)	(Treasurer or Partner)			
the Procurement Officer, cuments referred to or ment denda No. 1, 2  ther, the undersigned proport other means of constructs	DuPage County, 421 North ( ioned in the contract document, and issued thereto.  pses and agrees, if this bid is account including transportation see	cove designated purchase, all of which are on file in the of County Farm Road, Wheaton, Illinois 60187, and all of its, specifications and attached exhibits, including coepted, to provide all necessary machinery, tools, apparaervices necessary to furnish all the materials and equipment and time therein prescribed.			
ther, the undersigned certif Bidder and in accordance	ies and warrants that he is dul	ly authorized to execute this certification/affidavit on beha ent or bylaws of the Corporation, and the laws of the Stat			
	tutes 5/33 E3 or 5/33 E4, bid i	d from bidding on this contract as a result of a violation of rigging or bid-rotating, or as a result of a violation of 820 H			
이 경기 가장이 그는 그렇게 그렇게 하지만 이 없었습니다. 아이를 가게 되었다.	he has examined and carefully statements contained herein	prepared this bid and has checked the same in detail befare true and correct.			
re properly adopted by the E d and have not been repeal	Board of Directors of the Corpo ed nor modified, and that the s	citals and resolutions attached hereto and made a part he pration at a meeting of said Board of Directors duly called same remain in full force and effect. (Bidder may be reques vidual executing the contract documents authority to do so			

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

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

## CONTRACT ADMINISTRATION INFORMATION:

CORRESPON	IDENCE TO CONTRACTOR:	REMIT TO CONTRACTOR		
NAME	Fox Valley Fire & Safety	NAME	Fox Valley Fire & Safety	
CONTACT	Jon Ofenloch	CONTACT	Jon Ofenloch	
ADDRESS	2730 Pinnacle Dr.	ADDRESS	2730 Pinnacle Dr.	
CITY ST ZIP	Elgin, IL 60124	CITY ST ZIP	Elgin, IL 60124	
TX	847-695-5990	TX	847-695-5990	
FX	847-695-3699	FX	847-695-3699	
EMAIL	Jonofenloch@foxvalleyfire com	EMAIL	jonofenloch@foxvalleyfire com	
COUNTY BILL	TO INFORMATION.	COUNTY SHIP TO INFORMATION:		
421 North Cou Wheaton, IL 66 TX: (630) 4075	The August and the Au	DuPage County 421 North County Farm Road Wheaton, IL 60187 TX: (630) 4075705 EMAIL: mary.ventrella@dupageco.org		

ALL MATERIALS MUST BE BID AND SHIPPED F.O.B. DELIVERED (FREIGHT INCLUDED IN PRICE)



## Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

	Date:	5/20/2024
Bid/Contract/PO #:		

Company Name: Fox Valley Fire & Safety Co.	Company Contact: Jon Ofenloch	
Contact Phone: 847-695-5990	Contact Email: jonofenloch@foxvalleyfire.com	3 ]

#### The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

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

NONE (check here)	If no contributions have bee	n made		
Recipient	Donor	Description (e.g. cash, type of item, in- kind services, etc.)	Amount/Value	Date Made

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

X	NONE	(check here	) - If no contacts	have been made

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email	

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

#### Continuing disclosure is required, and I agree to update this disclosure form as follows:

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

The full text for the county's ethics and procurement policies and ordinances are available at: http://www.dupagecounty.gov/government/county\_board/ethics\_at\_the\_county/

I haraby acknowledge that I have received have road and understand these requirements

Authorized Signature	Signature on File	
Printed Name	Robert Mansfield	
Title	CFO	
Date	5/20/2024	



File #: PW-O-0003-24 Agenda Date: 7/2/2024 Agenda #: 17.C.

## AN ORDINANCE REGULATING PARKING FACILITIES FOR ELECTRIC VEHICLES ON THE DUPAGE COUNTY CAMPUS

WHEREAS, pursuant to 55 ILCS 5/55-11001, the County of DuPage may own, construct, equip, manage, maintain, and operate motor vehicle parking lots, garages, parking meters and any other revenue producing facilities necessary to or incidental to the regulation, control, and parking of motor vehicles as the County Board finds necessary, and

WHEREAS, the County of DuPage installed an electric vehicle charging station at 421 N. County Farm Road, Wheaton, IL 60187 (the JTK Administration Building) in 2014 and is currently installing two electric vehicle charging stations at 505 N. County Farm Road, Wheaton, IL 60187 (the Judicial Office Facility) in 2024 under the Energy Efficiency and Conservation Block Grant awarded by the U.S. Department of Energy; and

WHEREAS, providing electric vehicle charging as a parking amenity promotes sustainability and supports ongoing efforts to reduce local greenhouse gas emissions; and

WHEREAS, the public's use of electric vehicle charging stations on the DuPage County Campus has continued to increase each year, thereby increasing the operating costs for said parking amenities; and

WHERAS, Section 5-11007 of the Counties Code, 55 ILCS 5/55-11007, expressly provides that the County Board is granted authority to make all reasonable rules and regulations regarding the management, control, and use of any County parking facilities, and

WHEREAS, the operating costs of electric vehicle charging stations, which include the electricity necessary to operate them, have been paid for by DuPage County's General Fund since 2014, and the DuPage County Department of Facilities Management seeks to cover the costs of providing said amenities, including but not limited to the charging station's installation and annual operating costs, by transitioning to a user fee rather than continuing to allocate funding for charging station support; and

WHEREAS, in an effort to recover the costs of installing and operating current and future electric vehicle charging stations, the County has modeled the recovery of costs of said amenities over the next ten (10) years, attached hereto as Exhibit B, and has determined that a fee of \$.20 per kilowatt hour ("kWh") would sufficiently recover said costs, including electricity, software fees, and processing fees given current usage rates; and

WHEREAS, the DuPage County Board's Public Works Committee has reviewed and recommended approval of this fee structure; and

File #: PW-O-0003-24	<b>Agenda Date:</b> 7/2/2024	<b>Agenda #:</b> 17.C.

WHEREAS, the County will regularly revisit this fee to ensure that it remains adequate and fair for the user as well as the County; and

WHEREAS, all income and revenue derived from the fees charged for the provision of charging power for electric vehicles at County parking facilities shall be deposited in a separate account and used solely for the purpose of maintaining, operating and expanding the parking and electric vehicle charging facilities on the DuPage County Campus.

NOW, THEREFORE BE IT ORDAINED, that the County of DuPage hereby creates Section 23-21 of Chapter 23, Article II of the DuPage County Code of Ordinances, entitled "Electric Vehicle Parking and Charging Regulations", and

BE IT FURTHER ORDAINED, that the DuPage County Board hereby adopts the language set forth in Exhibit A attached to this Ordinance and directs that this language be inserted into Section 23-21 of Chapter 23, Article II of the DuPage County Code of Ordinances, and

BE IT FURTHER ORDAINED, that Sections 23-22 to 23-29 of Chapter 23, Article II of the DuPage County Code of Ordinances shall be reserved for future use, and

BE IT FURTHER ORDAINED, that the DuPage County Clerk is directed to send a certified copy of this ordinance by certified mail, to the CivicPlus Corporation, 302 South 4th Street, Suite 500 Manhattan, Kansas 66502 for codification by using the Municode platform, and

BE IT FURTHER ORDAINED, that CivicPlus is authorized to make any grammatical or formatting changes only to the extent such changes are necessary to properly codify this ordinance, and

BE IT FURTHER ORDAINED, that the DuPage County Clerk is directed to send a copy of this ordinance to: (1) the Facilities Management Department, (2) the Environmental Department, and (3) the Campus Security Department, of the County of DuPage by interoffice mail.

Enacted and approved this 9 <sup>th</sup> day of July, 2024 at	Whea	ton, Illinois.
		DEBORAH A. CONROY, CHAIR
		DU PAGE COUNTY BOARD
Atte	st:	
	JE	AN KACZMAREK, COUNTY CLERK

#### **EXHIBIT A**

#### 23-21 – "Electric Vehicle Parking and Charging Regulations"

- (a) Authorization. The County of DuPage authorizes and permits the charging of electric vehicles in designated areas of the DuPage County Campus, with such designated areas currently located at 421 N. County Farm Road, Wheaton, Illinois and 505 N. County Farm Road, Wheaton, Illinois, subject to the restrictions of this Chapter.
- **(b)** Charging of Electric Vehicles. The DuPage County Board has considered the costs associated with the maintenance, care and installation of the electric vehicle parking and charging facilities located at the County Campus and institutes the following fees to recoup those costs:
  - i. The Owners of electric vehicles shall be assessed a fee of \$0.20 (twenty cents) for each Kilowatt Hour of electricity they consume by charging their electric vehicle(s) at a County of DuPage owned electric vehicle charging station.
  - **ii.** Said assessment shall be exclusive of the administrative costs of fees associated with processing the financial transaction, which shall be born exclusively by the electric vehicle owner.

#### (c) Restricted Parking at Electric Vehicle Charging Stations.

- i. Only electric vehicles may be parked at a designated electric vehicle charging station.
- **ii.** Electric vehicles may only be parked at electric vehicle charging stations while they are actively being charged at the station.
- (d) Penalties for Violation of this Ordinance. Any vehicle in violation of Section 23-21 of the DuPage County Code shall be subject to citation in an amount not to exceed fifty dollars (\$50.00) and is subject to being removed, with the costs of such removal, towing and storage to be borne by the owner of the electric vehicle.
- **Revenues.** Any revenues generated from fines or assessments under this ordinance shall be directed to a separate account established by the DuPage County Finance Department. Funds derived from the fines or assessments provided for by this Ordinance shall be used solely for the purpose of maintaining, operating, and expanding the parking and electric vehicle charging facilities of the County of DuPage.

#### (f) Waiver.

i. Signage. The Department of Facilities Management shall construct signage or stickers to be placed at each charging station which reads "In

consideration for, and by using, the County's electric vehicle charging facilities, the owner or operator of the electric vehicle agrees to waive and release any rights and claims which may otherwise accrue to the owner or driver or which the owner or driver may have against the County of DuPage or its agents, employees, officers, or directors for any and all injuries, losses or damages resulting from the electric vehicle owner's or driver's use of the County's Electric Vehicle charging station."

- ii. Terms of Use. Prior to receiving any electrical charge from a County owned electrical vehicle charging station, the station or accompanying mobile application shall display the above waiver or a shortened equivalent, and the user shall be required to accept the waiver and the terms of use to receive an electrical charge from the County owned electrical vehicle charging station.
- **(g) Conflict.** Where this Section conflicts with any other section of Chapter 23, the language of this Section shall control.

#### EXHIBIT B

#### All costs, per kWh, 10-year model

Recovers cost of hardware, installation, labor, subscriptions, ChargePoint handling fees, and electricity over the course of 10 years with a per kWh cost. Fairer model than per hour model as what, when, how fast, and how many vehicles are charging can vary greatly.

NOTE 1: Referencing the CP6000 datasheet, the electrical input will be 208/240V AC at 40A which will have an estimated output of 9.6 kW at each power sharing charger.

NOTE 2: At the current 421 charging station, the average daily use is 10 hours. Using an average daily usage of 10 hours and the expected electrical output of 9.6 kW gives an estimated 96 kWh of average daily electric consumption.

NOTE 3: An individual paying without a ChargePoint account will be charged an additional \$0.99 credit card transaction fee paid directly to the credit card company.

NOTE 4: Charging stations have a 10 - 15 year life expectancy, this fee structure aims to capture all costs within 10 years.

$$\underline{\$0.20/\text{kWh}} = \frac{(P+F+K)}{E} + C$$

P = Price of hardware and labor = \$25,697

Item	Price
EVSE Unit	\$ 7,758
500' Conduit & Wire divided by 2 stations	\$ 6,300
Bollard Mounting Kit	\$ 125
Installation Labor	\$ 1,260
Concrete Pad w/ 2 Bollards	\$ 9,500
Initial Activation	\$ 349
Shipping	\$ 405

F = Price of 5-year subscriptions per year = \$996 x 10 years

Item	Price
5-year Commercial Cloud Plan per year	\$ 328 x 2 plugs x 10 years
5-year Assure Warranty per year	\$ 340 x 10 years

 $K = \text{Average yearly price of electricity } (\$0.077/\text{kWh}) = \$2,698.08 \times 10 \text{ years}$ 

E = Number of kilowatt-hours of use (96 kWh/day) per year = 35,040 kWh x 10 years

C = ChargePoint handling fee of 10% = \$0.02/kWh

$$\circ C = \frac{(P+F+K)}{0.9 \times E} - \frac{(P+F+K)}{E}$$



# INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE, ILLINOIS AND YORK TOWNSHIP ROAD DISTRICT FOR THE LUTHER- HIGH RIDGE FLOOD MITIGATION PROJECT

WHEREAS, the TOWNSHIP and COUNTY are public agencies within the meaning of the Illinois "Intergovernmental Cooperation Act," 5 ILCS 220/1 et seq., and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purposes of the "Intergovernmental Cooperation Act" and Article 7 of the Constitution of the State of Illinois include fostering cooperation among government bodies; and

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to take action to manage stormwater and control flooding and to enter into agreements for the purposes of stormwater management and flood control (Illinois Compiled Statutes, Chapter 55 paragraphs 5/5-1062.3 and 5/5-15001 et. seq.); and

WHEREAS, the COUNTY has adopted the DuPage County Stormwater Management Plan which recognizes the reduction of stormwater runoff as an integral part of the proper management of storm and flood waters; and

WHEREAS, the COUNTY has been awarded \$179,266,585 in funding through the American Rescue Plan Act (ARPA); and

WHEREAS, ARPA permits the use of ARPA funds for stormwater infrastructure projects; and

WHEREAS, the COUNTY Board has allocated a portion of its ARPA funds be dedicated towards qualifying stormwater infrastructure projects; and

WHEREAS, the Stormwater Management Planning Committee and the COUNTY Board has approved and directed a portion of the funds to be dedicated to Stormwater Infrastructure and are to be used to fund program specific shovel-ready projects that demonstrate flood protection and resilience measures; and

WHEREAS, the DuPage County Board adopted the Sugar Creek Watershed Plan on September 11, 2018; and

WHEREAS, the creation of the Luther - High Ridge Project was a recommended project in the Sugar Creek Watershed Plan; and

File #: SM-R-0002-24	Agenda Date: 7/2/2024	<b>Agenda #:</b> 18.A.
----------------------	-----------------------	------------------------

WHEREAS, the COUNTY will plan, design, and construct using ARPA grant funds for the "LUTHER-HIGH RIDGE FLOOD MITIGATION PROJECT" that meets the criteria for, and qualifies as, an ARPA Stormwater Infrastructure Project (herein referred to as the "PROJECT"); and

WHEREAS, the COUNTY and the TOWNSHIP have determined that the implementation of the PROJECT will benefit local citizens with flood protection, water quality and/or resilience measures; and;

WHEREAS, the TOWNSHIP has requested COUNTY participation in the PROJECT through the COUNTY'S American Rescue Plan Act grant funds in an approximate amount of one million eight hundred twenty-nine thousand six hundred fifty dollars (\$1,829,650); and

WHEREAS, the COUNTY shall pay all PROJECT expenses up front and will be reimbursed for any qualified expenses per this AGREEMENT; and

WHEREAS, the COUNTY shall share any available data collected from the PROJECT for the purposes of fostering community education and improving upon similar future projects; and

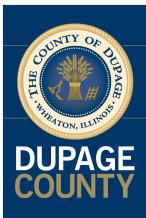
NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and the YORK TOWNSHIP ROAD DISTRICT is hereby accepted and approved, and that the Chairman of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT, by and through the Stormwater Management Department, to the York Township Road District, 19W475 Roosevelt Rd., Lombard, IL 60148; and Nick Alfonso/State's Attorney's Office.

Enacted and approved this 9<sup>th</sup> day of July, 2024 at Wheaton, Illinois.

	DEBORAH A. CONROY, CHAIR DU PAGE COUNTY BOARD
Attest:	

JEAN KACZMAREK, COUNTY CLERK



## STORMWATER MANAGEMENT

## MEMORANDUM

Date: May 30, 2024

To: Stormwater Management Committee

From: Robert Covey, P.E., Senior Project Engineer

Re: Luther – High Ridge Drainage Project –Intergovernmental Agreement w/

York Township

DuPage County Stormwater Management, through its Watershed Planning Program, has been working to implement various projects outlined in the Sugar Creek Watershed Plan. The watershed plan, which was approved by the County Board on August 21, 2018, includes several recommended projects to reduce flooding and improve water quality throughout the watershed. Staff from Stormwater Management have been working with staff from York Township to implement one of the projects: the Luther - High Ridge Drainage Project. DuPage County has received ARPA funding in the amount of \$179,266,585 with a portion of these funds being allocated to Stormwater projects. The Stormwater Management Department has received a portion of the ARPA funds to be used for construction of new projects. The Luther – High Ridge Drainage Project will provide critical reduction in flood depth and duration along Luther Avenue in unincorporated York Township. Stormwater staff also worked with the Illinois Department of Transportation to expedite the storm sewer crossing of the Illinois 38 (Roosevelt Road) right-of-way.

Stormwater Management staff has worked with an engineering consultant to design and permit final construction documents of the proposed stormwater project. The proposed solution will include the installation of a new storm sewer to collect storm water from upstream of Roosevelt Road and convey the water downstream to the High Ridge Forest Preserve north of Edwards Street. The new reinforced concrete storm sewer will range in size from 27" diameter at the start of the project, up to 42" diameter at the downstream end of the project. There will also be several small pipe connections and local road inlets that will help alleviate some ponding water along the project route. Restoration of the pavement areas has been coordinated with York Township Highway Department so as not to duplicate pavement reconstruction work in the near future. Reductions in flood elevations upstream of Roosevelt Road provide for a 25-year level of service. In the case of a 25-year design storm event, Luther Avenue would have some water on the pavement, but the road would still be passable for vehicle traffic.

Watershed Management

Water Quality

**Floodplain Mapping** 

Regulatory **Services** 

**Flood Operations** & Maintenance

Shared Services



In addition, some tree clearing and vegetation removal will take place along the project route and within the High Ridge Forest Preserve in order to facilitate the construction of the improvements. As part of the final project restoration, the wetland buffer within the High Ridge Forest Preserve will be fully restored and improved over existing conditions.

An Intergovernmental Agreement is required between DuPage County and York Township in order to facilitate the construction of the drainage improvements. The majority of the improvements will be taking place within the township right-of-way. This document will memorialize the agreement between the agencies for the construction and long-term maintenance of the storm sewer improvements. This Intergovernmental Agreement with York Township will provide DuPage County Stormwater Management the appropriate permissions to operate, inspect, and maintain the drainage improvements within York Township Right-of-Way.

**Action Requested**: Staff is requesting approval of the Intergovernmental Agreement with York Township for the Luther – High Ridge Drainage Improvement Project.

#### INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE, ILLINOIS AND YORK TOWNSHIP ROAD DISTRICT FOR THE LUTHER – HIGH RIDGE FLOOD MITIGATION PROJECT

This INTERGOVERNMENTAL AGREEMENT is made this 2nd day of July 2024 between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 N. County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and York Township Road District, a body politic and corporate, with offices at 19W475 East Roosevelt Road, Lombard, IL 60148 (hereinafter referred to as the TOWNSHIP).

#### RECITALS

WHEREAS, the TOWNSHIP and COUNTY are public agencies within the meaning of the Illinois "Intergovernmental Cooperation Act," 5 ILCS 220/1 *et seq.*, and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purposes of the "Intergovernmental Cooperation Act" and Article 7 of the Constitution of the State of Illinois include fostering cooperation among government bodies; and

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to take action to manage stormwater and control flooding and to enter into agreements for the purposes of stormwater management and flood control (Illinois Compiled Statutes, Chapter 55 paragraphs 5/5-1062.3 and 5/5-15001 et. seq.); and

WHEREAS, the COUNTY has adopted the DuPage County Stormwater Management Plan which recognizes the reduction of stormwater runoff as an integral part of the proper management of storm and flood waters; and

WHEREAS, the COUNTY has been awarded \$179,266,585 in funding through the American Rescue Plan Act (ARPA); and

WHEREAS, ARPA permits the use of ARPA funds for stormwater infrastructure projects; and

WHEREAS, the COUNTY Board has allocated a portion of its ARPA funds be dedicated towards qualifying stormwater infrastructure projects; and

WHEREAS, the Stormwater Management Planning Committee and the COUNTY Board has approved and directed a portion of the funds to be dedicated to Stormwater Infrastructure and are to be used to fund program specific shovel-ready projects that demonstrate flood protection and resilience measures; and

WHEREAS, the DuPage County Board adopted the Sugar Creek Watershed Plan on September 11, 2018; and

WHEREAS, the creation of the Luther – High Ridge Project was a recommended project in the Sugar Creek Watershed Plan; and

WHEREAS, the COUNTY will plan, design, and construct using ARPA grant funds for the "LUTHER – HIGH RIDGE FLOOD MITIGATION PROJECT" that meets the criteria for, and qualifies as, an ARPA Stormwater Infrastructure Project (herein referred to as the "PROJECT"); and

WHEREAS, the COUNTY and the TOWNSHIP have determined that the implementation of the PROJECT will benefit local citizens with flood protection, water quality and/or resilience measures; and;

WHEREAS, the TOWNSHIP has requested COUNTY participation in the PROJECT through the COUNTY'S American Rescue Plan Act grant funds in an approximate amount of one million eight hundred twenty-nine thousand six hundred fifty dollars (\$1,829,650); and

WHEREAS, the COUNTY shall pay all PROJECT expenses up front and will be reimbursed for any qualified expenses per this AGREEMENT; and

WHEREAS, the COUNTY shall share any available data collected from the PROJECT for the purposes of fostering community education and improving upon similar future projects; and

NOW, THEREFORE, in consideration of the promises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

# 1.0 INCORPORATION AND CONSTRUCTION.

1.1 All recitals set forth above are incorporated herein and made a part thereof, the same constituting the factual basis for this AGREEMENT.

1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

### 2.0 PROJECT DESCRIPTION.

- The PROJECT involves the construction and installation of a flood relief storm sewer in the area along Luther Avenue and Edward Street Right-of-Way within unincorporated York Township, and under Roosevelt Road (Illinois Route 38). The existing depressed area south of Roosevelt Road continues to flood on a regular basis and make Luther Avenue impassable after heavy rainfall, requiring the frequent and extended closure of the road. The new flood relief storm sewer will convey this water north and east and discharge flood water into the High Ridge Forest Preserve where the water will ultimately flow to Sugar Creek. The installation of this storm sewer will provide water quality benefits, improve conveyance and address safety concerns on township roadways in the PROJECT area.
- 2.2 The PROJECT shall be developed and constructed in cooperation with the TOWNSHIP as well as the Forest Preserve District of DuPage County.
- 2.3 The TOWNSHIP and the COUNTY have agreed that the PROJECT work shall be as depicted and described in the plan drawings, prepared by Engineering Resource Associates, and dated February 2, 2024. The final plans shall be deemed incorporated herein by reference but without attaching said document due to its size.
- 2.4 The COUNTY intends to begin construction of the PROJECT in September, 2024, with final completion on or before April 30, 2025.

#### 3.0 FUNDING.

- 3.1 The total construction related PROJECT costs are estimated to be one million eight-hundred twenty-nine thousand six hundred fifty dollars (\$1,829,650). The COUNTY's cost is expected to be 100% of the estimated PROJECT cost.
- 3.2 The COUNTY shall be responsible for bearing any cost overruns or expenses in excess of the funding listed in Paragraph 3.1, regardless of the cause, unless the TOWNSHIP and COUNTY agree to apportion such extra costs through an amendment consistent with Paragraph 8.1 before they are incurred.
- 3.3 This AGREEMENT shall in no way obligate the COUNTY to undertake this PROJECT if the COUNTY in its sole discretion determines that it is no longer in the COUNTY's best interest to proceed with this PROJECT. However, in the event the PROJECT is not substantially completed by April 30, 2025, the

COUNTY shall promptly reimburse the TOWNSHIP any monies paid by the TOWNSHIP to the COUNTY pursuant to this AGREEMENT. The COUNTY's right to retain the TOWNSHIP's reimbursement of PROJECT costs is expressly conditioned upon the COUNTY's timely and satisfactory completion of the PROJECT.

3.4 As this Agreement utilizes ARPA funds, the COUNTY is aware that time is of the essence in notifications as to whether the COUNTY will proceed with this project to substantial completion not later than April 30, 2025.

# 4.0 TOWNSHIP'S RESPONSIBILITIES.

- 4.1 The TOWNSHIP shall reserve the right to review the PROJECT plans and specifications, prior to the COUNTY's advertisement for contract services, together with any subsequent change orders, addendums, or revisions thereto ("CONTRACT DOCUMENTS"), for the purpose of verifying that PROJECT components meet PROJECT goals and technical requirements. The TOWNSHIP shall promptly provide the COUNTY with any recommended changes to the CONTRACT DOCUMENTS for PROJECT components to meet goals and technical requirements.
- 4.2 The TOWNSHIP does not and shall not warrant, and makes no representations, that the project meets all the qualifications and requirements for the expenditure of ARPA funds.
- 4.3 The TOWNSHIP shall provide adequate right-of-way and grant adequate land rights for the PROJECT, including but not limited to the granting and recording of necessary easements, with the exception of that portion of the PROJECT on the Illinois Department of Transportation Right-of-Way and on property owned by the Forest Preserve District of DuPage County.
- 4.4 The TOWNSHIP shall not be reimbursed by the COUNTY for work undertaken prior to the signing of this AGREEMENT.
- 4.5 The TOWNSHIP shall make any data collected from the PROJECT available to the COUNTY upon reasonable request by the COUNTY. The COUNTY shall be allowed unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and all work documents (i.e., plans, change orders, field orders, construction manager diaries, etc.) for purposes including but not limited to determining the PROJECT meets all goals and technical requirements, [future maintenance?], and the use of all data collected as part of the PROJECT. It can be expected the COUNTY shall require PROJECT access from the TOWNSHIP until substantial completion of the PROJECT is attained.
- 4.6 The TOWNSHIP shall not be responsible for or have control over the design, construction, means, methods, techniques or procedures with respect to any work

performed for the PROJECT. The COUNTY and COUNTY contractors shall be solely responsible for the safety of all individuals performing work on the PROJECT. The COUNTY shall take such measures as are necessary to ensure that its contractors maintain the PROJECT areas in a safe condition and install appropriate barricades and warning signs, and the TOWNSHIP shall strictly enforce or cause to have strictly enforced all applicable safety rules and regulations. This provision is not intended to create any new burden or liability for the TOWNSHIP beyond the usual burdens and liabilities for a municipality in the construction of public improvements.

4.7 The TOWNSHIP must acknowledge the COUNTY using logo(s) and wording provided by the COUNTY in permanent onsite signage (if applicable) and other promotion of the PROJECT including, but not limited to, printed materials, press releases and presentations.

# 5.0 COUNTY'S RESPONSIBILITIES.

- 5.1 The COUNTY shall cost share in the PROJECT as follows:
  - 5.1.1 The COUNTY shall reimburse the TOWNSHIP for approved costs associated with the PROJECT, which have been incurred and paid for by the TOWNSHIP, as specified in Paragraph 3.1.
  - 5.1.2 The COUNTY shall not reimburse the TOWNSHIP for any work completed before entering into the IGA, nor shall pay for any work completed by the TOWNSHIP after April 30, 2025.
- The COUNTY shall be responsible for the preparation of the plans, specifications, and bid documents for the PROJECT, together with the advertisement and award of all PROJECT-related public bids. The COUNTY shall select, and contract with, all vendors providing professional services for the PROJECT.
- 5.3 The COUNTY shall be responsible for successful completion of all phases of the PROJECT, from planning and design through construction and maintenance.
- 5.4 The COUNTY shall be responsible for securing all local, county, state, and federal permits necessary for completion of the PROJECT.
- 5.5 The COUNTY shall be responsible for submitting copies of all permit applications and related correspondence to the TOWNSHIP in a timely manner to ensure sufficient review by the TOWNSHIP. The purpose of the COUNTY'S review shall be for the sole purpose of documenting whether PROJECT work components meet goals and technical requirements.
- 5.6 The COUNTY shall be responsible for obtaining any and all required land rights necessary for the completion of the PROJECT.

- The COUNTY shall make direct payments, or cause to have payments made, to all parties providing services related to this PROJECT. This requirement will not affect the COUNTY'S obligation to reimburse the TOWNSHIP in the amounts herein agreed upon, nor shall this provision affect the TOWNSHIP's obligation to repay the COUNTY in the event the PROJECT is not undertaken or completed, as established in Paragraph 3.3.
- The COUNTY shall be responsible for and have control over the design, construction, means, methods, techniques and procedures with respect to any work performed for the PROJECT. The COUNTY and COUNTY contractors shall be solely responsible for the safety of all individuals performing work on the PROJECT. The COUNTY shall take such measures as are necessary to ensure that its contractors maintain the PROJECT areas in a safe condition and install appropriate barricades and warning signs, and the COUNTY shall strictly enforce or cause to have strictly enforced all applicable safety rules and regulations. This provision is not intended to create any new burden or liability for the TOWNSHIP beyond the usual burdens and liabilities for a municipality in the construction of public improvements.
- 5.9 The COUNTY shall confine all construction activities, including temporary staging areas and equipment access routes on TOWNSHIP property to those areas designated in the BID DOCUMENTS, or as agreed to by the contractor, TOWNSHIP, and COUNTY. The COUNTY shall be responsible for restoring any and all property of the TOWNSHIP located outside of the PROJECT area that are disturbed during the course of construction to the satisfaction of the affected party. TOWNSHIP and property located inside the PROJECT area shall be restored to conditions depicted in the BID DOCUMENTS [and maintained as agreed pursuant to any easement(s) granted].

# 6.0 GOVERNMENT REGULATIONS.

- 6.1 The COUNTY shall comply with all local, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to the PROJECT.
- 6.2 The TOWNSHIP understands and agrees that ARPA funds are subject to audit and potential recoupment by the Federal Government of the United States of America. The TOWNSHIP agrees to assist the COUNTY in responding to any audits of the ARPA funds used for the project.

### 7.0 INDEMNIFICATION.

- 7.1 The TOWNSHIP shall indemnify, hold harmless and defend the COUNTY or any of its officials, officers, employees, and agents from and against all liability, claims, suits, demands, liens, proceedings and actions, including reasonable costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the COUNTY's performance under this AGREEMENT to the fullest extent the TOWNSHIP is so authorized under the law; provided, however, that the TOWNSHIP shall not be obligated to indemnify, hold harmless and defend the COUNTY for any negligent or intentional wrongful misconduct or omissions by COUNTY officials, employees, agents, contractors or personnel.
- 7.2 The TOWNSHIP shall specifically indemnify, hold harmless and defend the COUNTY or any of its officials, officers, employees, and agents from and against all liability, claims, suits, demands, liens, proceedings and actions, including reasonable costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with the use of ARPA funds for this project, including, but not limited to audits, recoupment of the ARPA funds used for this project, or fines and penalties assessed related to using ARPA funds for this project.
- 7.3 The COUNTY shall require each consultant and contractor responsible for the construction, maintenance, or monitoring of the PROJECT to name the COUNTY and TOWNSHIP as an additional insured party on said vendor's liability insurance policy. Further, the COUNTY shall require that its consultants and contractors indemnify, defend and hold harmless the COUNTY and TOWNSHIP, its officers, employees and elected officials from and against any claims, liability or judgments resulting from, or caused by, the negligence or willful conduct of such consultant and, or contractor.
- Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, liens, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraphs 7.1, 7.2 or 7.3 is to be the State's Attorney, in accord with the applicable law. The COUNTY's participation in its defense shall not remove TOWNSHIP's duty to indemnify, defend, and hold the COUNTY harmless, as set forth above. Moreover, indemnity as provided in this AGREEMENT shall not be limited by reason of any insurance coverage maintained by the TOWNSHIP or its consultants, contractors or agents. The TOWNSHIP's indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.

# 8.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.

- 8.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties, excluding term extensions as provided for in the following provision.
- 8.2 Notwithstanding Paragraph 8.1, above, the term for performing this AGREEMENT may be extended by any suitable COUNTY designated form, signed by both parties without formal amendment pursuant to Paragraph 8.1, above.

## 9.0 TERM OF THIS AGREEMENT.

- 9.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:
  - 9.1.1 June 30, 2025, or to a new date agreed upon by the parties.
  - 9.1.2 The completion by the TOWNSHIP and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before June 30, 2025.

#### 10.0 ENTIRE AGREEMENT.

- 10.1 This AGREEMENT, including matters incorporated herein, contains the entire AGREEMENT between parties.
- 10.2 There are no other covenants, warranties, representations, promises, conditions or understandings, either oral or written, other than those contained herein.
- 10.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.
- In the event of a conflict between the terms or conditions of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

#### 11.0 SEVERABILITY.

In the event any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

#### 12.0 GOVERNING LAW.

- 12.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.
- 12.2 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.

#### 13.0 NOTICES.

13.1 Any required notice shall be sent to the following addresses and parties:

Dick Schroeder Highway Commissioner York Township Road District 19W475 Roosevelt Road Lombard, IL 60148 (630) 627-2200

Sarah Hunn, Director DuPage County Stormwater Management Department 421 North County Farm Road Wheaton, Illinois 60187 (630) 407-6700

DuPage County State's Attorney's Office Attn: Civil Bureau 503 North County Farm Road Wheaton, Illinois 60187

# 14.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

The parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT. Further the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this AGREEMENT with respect to a different breach.

# 15.0 NO WAIVER OF TORT IMMUNITIES

15.1 Nothing contained in any provision of this Agreement is intended to constitute nor shall constitute a waiver of the defenses, privileges or immunities available to the parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

IN WITNESS OF, the parties set their hands and seals as of the date first written above.

COUNTY OF DUPAGE	YORK TOWNSHIP ROAD DISTRICT
Deborah Conroy Chair, DuPage County Board	Dick Schroeder Highway Commissioner, York Township Road District
ATTEST:	ATTEST:
Jean Kaczmarek County Clerk	Name: Sharon Kuderna Title: Administrative Assistant

# THE TON, ILLINOIS

#### Stormwater Requisition \$30,000 and Over

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

File #: SM-P-0016-24 Agenda Date: 7/2/2024 Agenda #: 18.B.

# AWARDING RESOLUTION ISSUED TO BME ELECTRIC, INC. FOR THE PURCHASE OF A DIESEL EMERGENCY GENERATOR FOR THE ARMSTRONG PARK FLOOD CONTROL FACILITY (CONTRACT AMOUNT \$153,224.00)

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

WHEREAS, the lowest most responsible bidder has been designated and the Stormwater Management Committee recommends County Board approval for the issuance of a contract to BME Electric, Inc. for the purchase of a diesel emergency generator for the Armstrong Park flood control facility.

NOW, THEREFORE, BE IT RESOLVED that County Contract, covering said, for the Armstrong Park flood control facility, for the Stormwater Management Department, be and it is hereby approved for issuance of a Contract by the Procurement Division, to BME Electric, Inc. 9935 S 76<sup>th</sup> Ave, Unit A, Bridgeview, IL 60455, for the total contract amount not to exceed \$153,224.00, per lowest responsible Bid # 24-069-SWM.

Enacted and approved this 9 <sup>th</sup> day of July, 2024 at W	heaton, 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 #: 24-069-SWM	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$153,224.00	
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 07/02/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$153,224.00	
	CURRENT TERM TOTAL COST: \$153,224.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM	
Vendor Information		Department Information		
VENDOR: BME Electric, Inc	VENDOR #:	DEPT: Stormwater Management	DEPT CONTACT NAME: Jamie Lock	
VENDOR CONTACT: Melissa Moran	VENDOR CONTACT PHONE: 708-228-3154	DEPT CONTACT PHONE #: 630-407-6705	DEPT CONTACT EMAIL: jamie.lock@dupagecounty.gov	
VENDOR CONTACT EMAIL: mjmoran@bmeelectric.net	VENDOR WEBSITE:	DEPT REQ #: 1600-2416		

#### 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.). \$153,224.00. Purchase of Diesel Emergency Engine Generator for the Armstrong Park Flood Control Facility, \$153,224, per lowest responsible bid #24-069-SWM

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished

The Armstrong Park Flood Control Facility operates using a series of pumps associated with a control panel in order to provide flood relief to the surrounding communities. During a power outage, these pumps are unable to operate. An emergency diesel engine generator will allow for continuous operation of the facility, including during power loss.

SECTION 2: DECISION MEMO REQUIREMENTS				
DECISION MEMO NOT REQUIRED LOWEST RESPONSIBLE QUOTE/BID	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required. (QUOTE $< $25,000$ , BID $\ge $25,000$ ; 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: Purchas	e Requisition Informat	ion
Send I	Purchase Order To:	Send	d Invoices To:
Vendor: BMI Electric, Inc.	Vendor#:	Dept: Stormwater Management	Division:
Attn: Melissa Moran	Email: mjmoran@bmeelectric.net	Attn: Jamie Lock	Email: Jamie.Lock@dupagecounty.gov
Address: 9935 S 76th Ave, Unit A	City: Bridgeview	Address: City: 421 N. County Farm Road Wheaton	
State: IL	Zip: 60455	State:	Zip: 60187
Phone: 708-228-3154	Fax:	Phone: Fax:	
Ser	nd Payments To:		Ship to:
Vendor: same	Vendor#:	Dept: same	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State: Zip:	
Phone:	Fax:	Phone: Fax:	
	Shipping	Cor	ntract Dates
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Contract End Date (PO25): 7/9/2024 11/30/2025	

	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		Diesel Emergency Engine Generator	FY25	1600	3000	54110		153,224.00	153,224.00
FY is	FY is required, ensure the correct FY is selected. Requisition Total \$ 153,224					\$ 153,224.00					

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

#### **SECTION 8 - BID FORM PRICING**

Contractor shall ship all materials F.O.B Destination to Armstrong Park Flood Control Facility, 391 Illini Drive, Carol Stream, IL 60188. Provide pricing per Engineering Plans in Section 7.

NO.	ITEM	UOM	PRICI	E
1	Diesel emergency engine generator	LS	\$125,793.00	
2	Maintenance materials (spare parts)	LS	\$811.00	
3	Extended warranty	LS	\$524.00	
4	Maintenance agreement	LS	\$6,096.00	
5	Contingency	LS	\$	20,000.00
		GRAND TOTAL	\$153,224.00	
	ND TOTAL ORDS) One hundred fifty-three thousand,	wo hundred twen	ty four and 00/1	100

#### **SECTION 9 - BID FORM SIGNATURE PAGE**

The Contractor agrees to provide the service, and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

(Signature and Title)

CORPORATE SEAL (If available)

BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this		June_AD, 20_24
(Notary Public)	Official Seal Julie Bedolla Notary Public State of Illinois My Commission Expires 01/08/2025	s/08/2025
	CENI	

# **SECTION 10 - MANDATORY FORM DIESEL EMERGENCY ENGINE GENERATOR 24-069-SWM** (PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

	LENOL III LONI ININI	THE TOLLOW	VIIVO II OTTIVIA II OTTI
Full Name of Bidder	BME Electric, Inc		
Main Business Address			
	9935 S 76th Ave., Uni	it A	
City, State, Zip Code	Bridgeview, IL 60455		
Telephone Number	(708) 228-3154	Email Address	mjmoran@bmeelectric.net
Bid Contact Person	Melissa Moran		

		9935 S 76th Ave., Unit	: A		
	City, State, Zip Code	Bridgeview, IL 60455			
	Telephone Number	(708) 228-3154	Email Address	mjmoran@bmeelectric.net	
	Bid Contact Person	Melissa Moran			
Γhe	e undersigned certifies th	at he is:			
	the Owner/Sole Proprietor	a Member authorized sign on behalf of the Partnership	C	Corporation Venture	oin
		er and that the members of th	e Partnership	or Officers of the Corporation are as follows:	
M	elissa Moran (President or F	Partner)	3	(Vice-President or Partner)	
		,		,	
	(Secretary or F	Partner)	š <del>- 11</del>	(Treasurer or Partner)	
in oth Ad Fu ap eq of of	the office of the Procurent of the office of the Procurent of the Procuret	nent Officer, DuPage County, or mentioned in the contract, and issued thereto.  proposes and agrees, if this is of construction, including tracted to in the contract documentations and warrants that he is ance with the Partnership Agrefication is binding upon the Binding in the country of the properties and warrants that he is the partnership Agrefication is binding upon the Binding u	421 North Co documents, s bid is accep ansportation s ents in the ma s duly authoriz eement or by- dder and is tra		II s,, d
eit		Statutes 5/33 E-3 or 5/33 E-4		dding on this contract as a result of a violation of or bid-rotating, or as a result of a violation of 820	
		hat he has examined and care and that the statements contai		d this bid and has checked the same in detail e true and correct.	
he ca be	reof were properly adopt lled and held and have n	ted by the Board of Directors of the been repealed nor modified	of the Corporal, and that the	nd resolutions attached hereto and made a paration at a meeting of said Board of Directors dule same remain in full force and effect. (Bidder mathe individual executing the contract document	y y
thi				, or services comparable to the items specified in norizes the County to verify references of busines	

THE COUNTY OF DUPAGE DIESEL EMERGENCY ENGINE GENERATOR 24-069-SWM Page 42 of 51

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

#### CONTRACT ADMINISTRATION INFORMATION:

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:		
NAME	Ronald Moran	NAME	Melissa Moran	
CONTACT	708-228-3154	CONTACT	708-670-5014	
ADDRESS	9935 S 76th Ave., Unit A	ADDRESS	9935 S 76th Ave., Unit A	
CITY ST ZIP	Bridgeview, IL 60455	CITY ST ZIP	Bridgeview, IL 60455	
TX		TX		
FX		FX		
EMAIL	rmoran@bmeelectric.net	EMAIL	mjmoran@bmeelectric.net	
COUNTY BILI	L TO INFORMATION:	COUNTY SHI	P TO INFORMATION:	
DuPage Coun	ity Stormwater Management	Armstrong Park Flood Control Facility		
421 North County Farm Road		391 Illini Drive		
Wheaton, IL 60187		Carol Stream, IL 60188		
StormWaterM	gmt@dupagecounty.gov			
TX: (630) 407	-6698			

ALL MATERIALS MUST BE BID AND SHIPPED F.O.B. DESTINATION, DELIVERED AND INSTALLED (FREIGHT INCLUDED IN PRICE)



#### THE COUNTY OF DUPAGE FINANCE - PROCUREMENT DIESEL EMERGENCY ENGINE GENERATOR 24-069-SWM BID TABULATION

**√** 

_			<u> </u>					
		ВМІ	E Electric, Inc	Inte	erstate Energy Systems	С	cummins, Inc	
NO.	ITEM	UOM	OM PRICE		PRICE		PRICE	
1	Diesel Emergency Engine Generator	LS	\$	125,793.00	\$	139,500.00	\$	163,395.00
2	Maintenance Materials (Spare Parts)	LS	\$	811.00	\$	750.00	\$	1,375.00
3	Extended Warranty	LS	\$	524.00	\$	3,000.00	\$	8,245.00
4	Maintenance Agreement	LS	\$	6,096.00	\$	17,250.00	\$	11,870.00
5	Contingency		\$	20,000.00	\$	20,000.00	\$	20,000.00
GRAND TOTAL		\$	153,224.00	\$	180,500.00	\$	204,885.00	

#### NOTES

1. Interstate Energy Systems' corrected Grand Total is \$180,500.00.

Bid Opening 06/11/2024 @ 2:30 PM	NE, HR
Invitations Sent	148
Total Vendors Requesting Documents	3
Total Bid Responses	3



#### **Required Vendor Ethics Disclosure Statement**

Date: 6/12/24

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Bid/Contract/PO #:

Company Name: BME Electric, Inc	CompanyContact: Melissa Moran	
Contact Phone: 708-670-5014	Contact Email: mjmoran@bmeelectric.net	

#### The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

Recipient	Donor	Description (e.g. cash, type of item, in- kind services, etc.)	Amount/Value	Date Made

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

V	IONE (check here) - If no contacts have been made					
	Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email			

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

#### $Continuing\ disclosure\ is\ required, and\ l\ agree\ to\ update\ this\ disclosure\ form\ as\ follows:$

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

The full text for the county's ethics and procurement policies and ordinances are available at:

https://www.dupageco.org/CountyBoard/Policies/

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

Authorized Signature	
Printed Name	Melissa Moran
Title	President
Date	6/12/2024

Attach additional sheets if necessary. Sign each sheet and number each page. PAGE 1 OF 1 (total number of pages)

#### Stormwater Requisition \$30,000 and Over



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

File #: SM-P-0017-24 Agenda Date: 7/2/2024 Agenda #: 18.C.

# AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND GASPEREC ELBERTS CONSULTING, LLC. FOR PROFESSIONAL LAND SURVEYING SERVICES FOR HYDRAULIC MODELING AND FLOODPLAIN MAPPING ASSISTANCE

WHEREAS, the Illinois General Assembly has granted the County of DuPage ("COUNTY") authority to develop watershed plans, undertake measures to control and protect against flooding, manage stormwater and to enter into agreements for the purposes of stormwater management and flood control (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1062.3 and 5/5-15001 et seq.); and

WHEREAS, the COUNTY requires stream surveys that include cross section data, hydraulic structure data and high-water mark data in order to develop hydraulic models of the County's watersheds; and

WHEREAS, several first-time watershed models need to be developed to further support the COUNTY's watershed planning and floodplain mapping programs; and

WHEREAS, the COUNTY requires professional on-call surveying services to provide the stream surveys necessary to develop these hydraulic models; and

WHEREAS, GASPEREC ELBERTS CONSULTING, LLC ("CONSULTANT") has experience and expertise in this area and is in the business of providing such professional land surveying services and is willing to perform the required services for an amount not to exceed Sixty thousand dollars and no cents (\$60,000.00); and

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and Gasperec Elberts Consulting, LLC. is hereby accepted and approved in an amount not to exceed sixty thousand dollars and zero cents (\$60,000.00) and that the Chair of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of
his Resolution and the attached AGREEMENT to Gasperec Elberts Consulting, LLC. Attn: Megan Elberts,

**Agenda Date:** 7/2/2024

File #: SM-P-0017-24

this Resolution and the attached AGREEMENT to Gasperec Elberts Consulting, LLC. Attn: Megan Elberts, 1401 Branding Avenue, Suite 230, Downers Grove, IL 60515; Nicholas Alfonso/State's Attorney's Office; County Auditor; Finance Director; Treasurer; Purchasing; and to the DuPage County Stormwater Management Department, by and through the Stormwater Management Department.

Enacted and approved this 9th day of July, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR DU PAGE COUNTY BOARD

**Agenda #:** 18.C.

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#: 24-1839	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$60,000.00		
COMMITTEE: TARGET COMMITTEE DATE: STORMWATER		PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS:		
	CURRENT TERM TOTAL COST: \$60,000.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM		
Vendor Information		Department Information			
VENDOR: GASPEREC ELBERTS CONSULTING	VENDOR #: 32366	DEPT: Stormwater	DEPT CONTACT NAME: Christine Klepp		
VENDOR CONTACT: Megan Elberts	VENDOR CONTACT PHONE: 847-868-1833	DEPT CONTACT PHONE #: 630-407-6708	DEPT CONTACT EMAIL: klepp@dupagecounty.gov		
VENDOR CONTACT EMAIL: melberts@geconsultllc.com	VENDOR WEBSITE: geconsultlic.com	DEPT REQ #: 1600-2415	1		

#### Overview

DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Professional Services Agreement with GASPEREC ELBERTS CONSULTING for \$60,000.00 to provide professional surveying services for various watersheds throughout DuPage County.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished

Several first-time watershed models need to be developed to further support the County's watershed planning and floodplain mapping programs. The hydraulic models require in field stream surveys that include cross section data, hydraulic structure data and high-water mark data in order to develop hydraulic models of the County's watersheds. Other survey needs will be determined on an as-needed basis.

	SECTION 2: DECISION MEMO REQUIREMENTS
DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
PROFESSIONAL SERVICES EXCLUD	ED PER DUPAGE ORDINANCE (SECTION 2-353) AND 50 ILCS 510/2 (ARCHITECTS, ENGINEERS & LAND SURVEYORS)

	SECTION 3: DECISION MEMO					
SOURCE SELECTION	Describe method used to select source. Stormwater Management selected GASPEREC ELBERTS CONSULTING in accordance with the Professional Services Selection Process found in Section 2-353 (1) (a) of the DuPage County Procurement Ordinance. Five firms submitted Statements of Interest. A selection team reviewed each proposal ranking each firm on certain selection criteria.					
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).  1. Approve contract as requested. Consultant was selected using the County's selection process. Consultant is well qualified to perform the services requested.  2. Hire a different consultant. All vetting and selection procedures were followed making this option unnecessary.  3. Do not approve the contract. This option is not recommended since it is an important part of the Department's goals and mission to remap the floodplains in DuPage County.					

	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	e Requisition Informat	ion			
Send Purch	ase Order To:	Send Invoices To:				
Vendor: GASPEREC ELBERTS CONSULTING	Vendor#: 32366	Dept: Stormwater	Division:			
Attn: Megan Elberts	Email: melberts@geconsultllc.com	Attn: Christine Klepp	Email: klepp@dupagecounty.gov			
Address: 1401 Branding Avenue	City: Downers Grove	Address: City: 421 N. County Farm Road Wheaton				
State:	Zip:	State:	Zip:			
Phone: 847-868-1833	Fax:	Phone: 630-407-6708	Fax:			
Send Pay	yments To:	Ship to:				
Vendor: GASPEREC ELBERTS CONSULTING	Vendor#: 32366	Dept: same	Division:			
Attn: Megan Elberts	Email: melberts@geconsultllc.com	Attn: Email:				
Address: 1401 Branding Avenue	City: Downers Grove	Address:	City:			
State: IL	Zip: 60515	State:	Zip:			
Phone:	Fax:	Phone:	Fax:			
Shi	 pping	Contract Dates				
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): July 9, 2024	Contract End Date (PO25): Nov 30, 2025			

	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		Surveying Services	FY24	1600	3000	53010		20,000.00	20,000.00
2	1	EA		Surveying Services	FY25	1600	3000	53010		40,000.00	40,000.00
FY is required, ensure the correct FY is selected. Requisition Total					\$ 60,000.00						

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

# AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND GASPEREC ELBERTS CONSULTING, LLC. FOR PROFESSIONAL LAND SURVEYING SERVICES FOR HYDRAULIC MODELING AND FLOODPLAIN MAPPING ASSISTANCE

This Professional Service Agreement ("AGREEMENT"), is made this 9<sup>th</sup> day of July, 2024, between COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and GASPEREC ELBERTS CONSULTING, LLC., licensed to do business in the State of Illinois, with offices at 1401 Branding Avenue, Suite 230, Downers Grove, IL 60515; (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereafter sometimes individually referred to as a "party" or together as the "parties."

#### RECITALS

WHEREAS, the Illinois General Assembly has granted the County of DuPage ("COUNTY") authority to develop watershed plans, undertake measures to control and protect against flooding, manage stormwater and to enter into agreements for the purposes of stormwater management and flood control (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1062.3 and 5/5-15001 et seq.); and

WHEREAS, the COUNTY requires stream surveys that include cross section data, hydraulic structure data and high-water mark data in order to develop hydraulic models of the County's watersheds; and

WHEREAS, several first-time watershed models need to be developed to further support the COUNTY's watershed planning and floodplain mapping programs; and

WHEREAS, the COUNTY requires professional on-call surveying services to provide the stream surveys necessary to develop these hydraulic models; and

WHEREAS, GASPEREC ELBERTS CONSULTING, LLC ("CONSULTANT") has experience and expertise in this area and is in the business of providing such

professional land surveying services and is willing to perform the required services for an amount not to exceed Sixty thousand dollars and no cents (\$60,000.00); and

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

#### 1.0 INCORPORATION AND CONSTRUCTION.

- 1.1 All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.
- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.
- 1.3 The exhibits referenced in this AGREEMENT shall be deemed incorporated herein and a part thereof.

#### 2.0 SCOPE OF SERVICES.

- 2.1 Services are to be provided by the CONSULTANT according to the specifications in the Scope of Services specified as Exhibit "A", attached hereto, which exhibit is hereby incorporated by reference. The CONSULTANT shall provide the services set forth in said exhibit for the compensation set forth in Paragraph 7.2, below, unless otherwise modified.
- 2.2 The COUNTY may, from time to time, request changes in the Scope of Services. Any such changes, including any increase or decrease in CONSULTANT'S compensation or Scope of Services, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, except as allowed in Paragraph 15.3, below.
- 2.3 The relationship of CONSULTANT to COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing COUNTY to exercise control or direction over the manner or method by which CONSULTANT or its vendors/sub-contractors/sub-consultants provide services hereunder. Neither the CONSULTANT nor the CONSULTANT's employees shall be entitled to receive any COUNTY benefits. The CONSULTANT shall be solely responsible for the payment of all taxes and withholdings required by law

- which may become due with regard to any compensation paid by the COUNTY to the CONSULTANT.
- 2.4 Any assignments or services to be performed by professionals under this AGREEMENT shall be performed and, or, supervised by individuals licensed to practice by the State of Illinois in the applicable professional discipline.

#### 3.0 NOTICE TO PROCEED.

- 3.1 Authorization to proceed with tasks described in Exhibit "A" shall be given on behalf of the COUNTY by the Director of the Stormwater Management Department (hereinafter referred to as the "Director"), or his/her designee, in the form of a written notice to proceed following execution of the AGREEMENT by the appropriate County official.
- 3.2 In addition to the Notice to Proceed, the Director, or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by CONSULTANT, as provided for in this AGREEMENT, including, but not limited to, acts performed in accordance with Paragraphs 3.3, 4.1, 5.2, 7.1, 8.2, 8.3., 15.3 and 21.2.
- 3.3 The CONSULTANT shall not perform additional services related to a submittal made to the COUNTY until the COUNTY has completed its review of the submittal unless otherwise directed by the Director or his designee. The CONSULTANT may continue the services on items unrelated to the submittal under review by the COUNTY.

#### 4.0 TECHNICAL SUBCONSULTANTS AND SUB-CONSULTANTS.

- 4.1 The prior written approval of the COUNTY, through the person designated in Paragraph 3.1 above, shall be required before CONSULTANT hires any sub-consultant(s) to complete COUNTY-ordered technical or professional tasks or services included within the Scope of Services. COUNTY approval of sub-consultant(s) includes approval of any changes to fee schedule (Exhibit C) as referenced in this AGREEMENT.
- 4.2 The CONSULTANT shall supervise any sub-consultant(s) hired by the CONSULTANT, and the CONSULTANT shall be solely responsible for any and all services performed by said sub-consultant(s) in the same manner and with the same liability as if the sub-consultant's services were performed by the CONSULTANT under this AGREEMENT.
- 4.3 The CONSULTANT shall require any sub-consultant hired for the performance of any services or activity in connection to this AGREEMENT to agree and covenant that the sub-consultant also meets the terms of

Sections 8.0 and 13.0 and Paragraphs 7.9 and 24.4 of this AGREEMENT and shall fully comply therewith while engaged by CONSULTANT in COUNTY-ordered tasks or services. The CONSULTANT shall further require every sub-consultant hired for the performance of any services or activity in connection to this AGREEMENT to agree and covenant to indemnify, and hold harmless the COUNTY (and the COUNTY'S officials, officers, employees, and agents) to the same extent the CONSULTANT is required to do so pursuant to Section 9.0 of this AGREEMENT.

#### 5.0 TIME FOR PERFORMANCE

- 5.1 The CONSULTANT shall commence services within five (5) working days after the COUNTY issues its Written Notice to Proceed. The COUNTY is not liable and will not pay the CONSULTANT for any services performed before the date of the Notice to Proceed.
- 5.2 Unless otherwise defined in the Scope of Services, the CONSULTANT shall submit a schedule for completion of the project within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY. All the services required hereunder shall be completed by November 30, 2025, unless the term of this AGREEMENT is extended.
- 5.3 If the CONSULTANT is delayed at any time in the progress of the services by any act or neglect of the COUNTY or by any employee of COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control then the remedy and allowance made shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with CONSULTANT.

#### 6.0 DELIVERABLES.

6.1 The CONSULTANT shall provide the COUNTY on or before the expiration of this AGREEMENT, or within fourteen (14) days following a notice of termination, or when the Director directs, the deliverables specified in Exhibit "B" of this AGREEMENT, attached hereto, which is hereby incorporated by reference.

#### 7.0 COMPENSATION.

7.1 The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall only pay the CONSULTANT for "on-call" services when such services have been ordered by the COUNTY in writing. The

- COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.
- 7.2 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not, under any circumstances, exceed Sixty thousand dollars and no cents (\$60,000.00). This amount is a "not to exceed" amount. In the event the COUNTY directs CONSULTANT to do services which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such services until this AGREEMENT is modified pursuant to Article 14.0. The CONSULTANT may charge the COUNTY for direct expenses incurred during such work.
- 7.3 For work performed, the COUNTY shall pay at a 2.8 direct labor multiplier applied to the actual hourly rates of CONSULTANT's staff and/or the fee schedule(s) as incorporated herein. The multiplier includes the CONSULTANT's cost of overhead, profit and incidental costs. A schedule of the hourly rates for CONSULTANT's staff, and approved subconsultant's technical or professional staff, identified by position or assignment, is attached and incorporated hereto as Exhibit "C." CONSULTANT may request adjustments to the hourly rate ranges and additions or deletions to the position classifications to/from "Exhibit C" which will be subject to approval by the COUNTY provided the adjustment(s) do not exceed the total compensation as stated herein. The COUNTY retains the authority to limit the maximum rate per classification for any additions to classifications listed on Exhibit C, including Exhibit C for approved sub-consultant(s), when invoices are submitted for the approved services.
- 7.4 Direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all services defined in Exhibit "A". For direct expenses, including supplies, materials, photocopying, postage/shipping, computer, and other costs directly related to the specific reports and presentations as required by the COUNTY, the COUNTY shall pay on an actual cost basis without any markup added.
  - 7.4.a For all direct expenses costing more than \$25.00, the CONSULTANT shall include with its invoice to the COUNTY, as documentation of such expenses, copies of receipts from the Consultant's sub-consultant(s) indicating the price(s) paid by CONSULTANT for such expensed materials and/or items.
  - 7.4.b CONSULTANT shall not include computer and vehicle charges (including mileage) as direct expenses.
- 7.5 The CONSULTANT shall submit its invoices, for services rendered and allowable expenses, to the COUNTY on a not more often than monthly

basis, and no later than sixty (60) days following completion of the services being invoiced. Each invoice shall summarize, as applicable, the tasks performed, the budgeted hours and money for the pay period per task, the actual hours and money spent during the pay period per task, personnel used per task, and the percentage complete for each task. When requested by the COUNTY as a condition of Federal or State assistance and, or, reimbursement, the CONSULTANT shall submit certified time sheets as additional documentation for the invoiced services. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation.

- Upon receipt, review and approval of properly documented invoices, the COUNTY shall pay, or cause to be paid, to the CONSULTANT the amounts invoiced, provided that the amount invoiced together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause. The COUNTY reserves the right to hold back a sum equal to not more than five percent (5%) of the total contract sum to ensure CONSULTANT's full performance. The COUNTY shall not be required to pay CONSULTANT more often than monthly. The County shall otherwise pay CONSULTANT in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et seq.), except as superseded by any term of this AGREEMENT.
- 7.7 Following the CONSULTANT's satisfactory completion of all services specified in Exhibit "A," and upon receipt, review and acceptance of all deliverables specified in Exhibit "B," the COUNTY shall make its final payment to the CONSULTANT, including payment of any retainage held back pursuant to Paragraph 7.6 above.
- 7.8 The COUNTY reserves the right to charge for additional processing of invoices received more than sixty (60) days following the date of the services invoiced. Payment will not be made on invoices submitted later than six-months (180 days) after the expiration date of this AGREEMENT and any statute of limitations to the contrary is hereby waived.
- 7.9 Invoices containing charges for services subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. If the scope of services for this AGREEMENT includes the use of job classifications covered by the prevailing rate of wages, the prevailing rate must be reflected in the cost estimate for this AGREEMENT. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which work is to be performed. If the Illinois Department of Labor revises the prevailing rates of wages to be paid, as listed in the

specification of rates, the CONSULTANT may not pay less than the revised rates of wages. Current wage rate information shall be obtained by visiting Department the Illinois ofLabor website http://www.state.il.us/agency/idol/ or calling (312) 793-2814. It is the responsibility of the CONSULTANT to review the rates applicable to the services in this AGREEMENT, at regular intervals, in order to insure the timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor website, satisfies the notification of revisions by the COUNTY to the CONSULTANT, pursuant to the Act, and the **CONSULTANT** agrees that no additional notice is required. The CONSULTANT shall notify each of its sub-consultant(s) of the revised rates of wages.

#### 8.0 CONSULTANT'S INSURANCE

- 8.1 The CONSULTANT shall maintain, at its sole expense, insurance coverage including:
  - 8.1.a **Worker's Compensation Insurance** in the statutory amounts.
  - 8.1.b **Employer's Liability Insurance** in an amount not less than one million dollars (\$1,000,000.00) each accident/injury and one million dollars (\$1,000,000.00) each employee/disease.
  - 8.1.c Commercial (Comprehensive) General Liability Insurance, (including contractual liability) with a limit of not less than three million dollars (\$3,000,000.00) aggregate; including limits of not less than two million dollars (\$2,000,000.00) per occurrence, and one million dollars (\$1,000,000.00) excess liability. An Endorsement must also be provided naming the County of DuPage c/o Director, Stormwater Management Department, its' officers, elected officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.
  - 8.1.d Commercial (Comprehensive) Automobile Liability Insurance with minimum limits of at least one million dollars (\$1,000,000.00) for any one person and one million dollars (\$1,000,000.00) for any one occurrence of death, bodily injury or property damage in the aggregate annually. An Endorsement must also be provided naming the County of DuPage Director, Stormwater Management Department, its' officers, elected officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional

insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.

- 8.1.e **Professional Liability Insurance (Errors and Omissions)** shall be provided with minimum limits of at least one million dollars (\$1,000,000.00) per incident/two million dollars (\$2,000,000.00) aggregate during the term of AGREEMENT and shall be maintained in the form of an additional endorsement for a period of four (4) years after the date of the final payment for this AGREEMENT. The CONSULTANT shall provide the COUNTY endorsements at the beginning of each year evidencing same or a new carrier policy that has a retroactive date prior to the date of this AGREEMENT.
- 8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT'S Certificates of Insurance, as well as all applicable coverage and cancellation endorsements before issuance of a Notice to Proceed. It is the further duty of the CONSULTANT to immediately notify the COUNTY if any insurance required under this AGREEMENT has been cancelled, materially changed, or renewal has been refused, and the CONSULTANT shall immediately suspend all services in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of services should occur due to insurance requirements, upon verification by the COUNTY of the CONSULTANT curing any breach of its required insurance coverage, the COUNTY shall notify the CONSULTANT that the CONSULTANT can resume services under this AGREEMENT. The CONSULTANT shall accept and bear all costs that may result from the cancellation of this AGREEMENT due to CONSULTANT'S failure to provide and maintain the required insurance.
- 8.3 The coverage limits required under subparagraphs 8.1.c and 8.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the

CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that effect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

- 8.4 The CONSULTANT shall require that all approved sub-consultants performing services under this AGREEMENT, including anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable under this AGREEMENT, to maintain the same insurance required of the CONSULTANT, and, further, which names the COUNTY as an additional insured on a primary and non-contributory basis in the same coverage types and same coverage amounts as the CONSULTANT is required to maintain per Section 8.1. The CONSULTANT shall keep on file evidence of its sub-consultant's insurance certificates at all times and shall produce same to the COUNTY upon demand.
- 8.5 CONSULTANT'S insurance required by Paragraphs 8.1.c and d, above, shall name the COUNTY, its officers and employees as additional insured parties. The Certificate of Insurance and endorsements shall state: "The County of DuPage, its officers and employees are named as additional insureds as defined in the [Commercial (Comprehensive) General Liability Insurance policy and/or Commercial (Comprehensive) Automobile Liability Insurance policy, as applicable] with respect to claims arising from CONSULTANT'S performance under this AGREEMENT."

#### 9.0 INDEMNIFICATION

- 9.1 The CONSULTANT shall indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and actions, including reasonable costs, fees and expenses of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or directly connected with, the CONSULTANT'S, or its sub-consultant's, negligent or willful misconduct, errors or omissions in its, or their, performance under this AGREEMENT.
- 9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, the attorney representing the COUNTY, under this

paragraph or paragraph 9.1, must be the State's Attorney, in accordance with the applicable law. The COUNTY'S participation in its defense shall not remove CONSULTANT'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

- 9.3 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. CONSULTANT'S indemnification of COUNTY shall survive the termination, or expiration, of this AGREEMENT.
- 9.4 The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Government and Governmental Employees Tort Liability Act (745 ILCS 10/1, et seq.) or otherwise available to it, or the CONSULTANT, under the law.

# 10.0 SATISFACTORY PERFORMANCE

- 10.1 The COUNTY is engaging this CONSULTANT because the CONSULTANT professes to the COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly, the CONSULTANT'S, and subconsultant(s), standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY meeting the quality and standards commonly provided by similar professional firms practicing in DuPage County, Illinois.
- 10.2 In the event there are no similar professional firms practicing in DuPage County, Illinois, with respect to the type of services for which this CONSULTANT has been engaged, the CONSULTANT'S services, and its sub-consultant's, shall be performed in a manner consistent with the customary skill and care of its profession.
- 10.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or its' sub-consultant(s), in any phase of the services, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional services as may be necessary to remedy same without undue delay and without charge to the COUNTY. In the event any errors or omissions are detected after the AGREEMENT'S expiration or termination, the CONSULTANT shall have no right to cure under this provision.
- 10.4 Acceptance of the services shall not relieve the CONSULTANT of the responsibility for the quality of its services, nor its liability for loss or

damage resulting from any errors, omissions, or negligent or willful misconduct by the CONSULTANT or its sub-consultant(s).

# 11.0 BREACH OF CONTRACT

11.1 In the event of any breach of contract, the non-breaching party shall give notice to the breaching party stating with particularity the nature of the alleged breach. The breaching party shall be allowed a reasonable opportunity to cure the breach. A Party's failure to timely cure any material breach of this AGREEMENT shall relieve the other Party of the requirement to give thirty (30) day notice for termination of this AGREEMENT in accordance with Paragraph 16.1, below. Whenever a Party hereto has failed to timely cure a breach of this AGREEMENT, the other Party may terminate this AGREEMENT by giving ten (10) days written notice thereof to the breaching party. Notwithstanding the above term, the CONSULTANT'S failure to maintain insurance in accordance with Section 8.0, above, or in the event of any of the contingencies described in Paragraph 16.1, below, shall be grounds for the COUNTY'S immediate termination of this AGREEMENT. A breach of any covenant or term of this AGREEMENT by one of the CONSULTANT'S subconsultant(s) shall be deemed a breach by the CONSULTANT.

# 12.0 OWNERSHIP OF DOCUMENTS.

- 12.1 The CONSULTANT agrees that all deliverables prepared for the COUNTY under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY as provided in Paragraph 6.1. An electronic copy of all applicable deliverables, in a format designated by the COUNTY'S representative, shall be provided to the COUNTY.
- 12.2 The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the COUNTY which shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this AGREEMENT. The CONSULTANT waives any copyright interest in said deliverables.
- 12.3 The COUNTY acknowledges that the use of information that becomes the property of the COUNTY pursuant to Paragraph 12.2, for purposes other

- than those contemplated in this AGREEMENT, shall be at the COUNTY'S sole risk.
- 12.4 The CONSULTANT may, at its sole expense, reproduce and maintain copies of deliverables provided to COUNTY

# 13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITY.

- 13.1 The CONSULTANT, and sub-consultant(s), shall comply with Federal, State and Local statutes, ordinances and regulations and obtain permits, licenses, or other mandated approvals, whenever applicable.
- 13.2 The CONSULTANT, and sub-consultant(s), shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, sexual orientation, age, handicap, or national origin, or otherwise commit an unfair employment practice. CONSULTANT, and sub-consultant(s), shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/1-101, et seq., and with all rules and regulations established by the Department of Human Rights.
- 13.3 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, et seq.; and further certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3); and further certifies that it has not been barred from public contracting under any Federal statute or regulation. The CONSULTANT agrees that it shall not use any sub-consultant that has been barred from being awarded a public contract, or subcontract, under Illinois or Federal law to perform services under this AGREEMENT.
- 13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT'S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.
- 13.5 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which

would conflict in any manner with the performance of CONSULTANT'S services under this AGREEMENT.

# 14.0 MODIFICATION OR AMENDMENT.

- 14.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties.
- 14.2 The CONSULTANT acknowledges receipt of a copy of the DuPage County Procurement Ordinance, which is hereby incorporated into this AGREEMENT, and has had an opportunity to review it. CONSULTANT agrees to submit changes to the Scope of Services or compensation in accordance with said Ordinance.

# 15.0 TERM OF THIS AGREEMENT.

- 15.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:
  - (a) The early termination of this AGREEMENT in accordance with the terms of Section 16.0, or
  - (b) The expiration of this AGREEMENT on November 30, 2025, or to a new date agreed upon by the parties.
  - (c) The completion by the CONSULTANT and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before November 30, 2025.
- 15.2 The CONSULTANT shall not perform any services under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b), above, or after the early termination of this AGREEMENT, or during a provisional extension period. The COUNTY is not liable and will not pay the CONSULTANT for any services performed after the AGREEMENT'S expiration or termination. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for services satisfactorily performed prior to the AGREEMENT'S termination, or expiration, and delivered in accord with Paragraph 6.1, above.
- 15.3 The term for performing this AGREEMENT may be amended by a Change Order, or other COUNTY designated form, signed by both parties without formal amendment pursuant to Paragraph 14.1, above.

# 16.0 TERMINATION

- 16.1 Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the other party, except in the event of CONSULTANT'S failure to maintain suitable insurance at the requisite coverage amounts, insolvency, bankruptcy or receivership, or if the CONSULTANT is barred from contracting with any unit of government, or is subsequently convicted or charged with a violation of any of the statutes or ordinances identified in Section 13.0, above, in which case termination shall be effective immediately upon receipt of notice from the COUNTY, at the COUNTY'S election.
- 16.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, excepting surviving insurance and indemnification obligations, but the parties shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for deliverables tendered prior to termination. There shall be no termination expenses.
- 16.3 Upon termination of this AGREEMENT, all data, work products, reports and documents produced because of this AGREEMENT shall become the property of the COUNTY. Further, CONSULTANT shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.

# 17.0 ENTIRE AGREEMENT.

- 17.1 This AGREEMENT, including matters incorporated herein, contains the entire agreement between the parties.
- 17.2 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.
- 17.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.
- 17.4 In event of a conflict between the terms or conditions or this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

# 18.0 ASSIGNMENT.

18.1 Either party may assign this AGREEMENT provided, however, the other party shall first approve such assignment, in writing.

# 19.0 SEVERABILITY.

- 19.1 In the event, any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.
- 19.2 In the event of the contingency described in Paragraph 19.1, above, the parties shall make a good faith effort to amend this AGREEMENT pursuant to Paragraph 14.1, above, in order to remedy and, or, replace any provision declared unenforceable or invalid.

# 20.0 GOVERNING LAW.

- 20.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.
- 20.2 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.

# 21.0 NOTICES.

21.1 Any required notice shall be sent to the following addresses and parties:

GASPEREC ELBERTS CONSULTING, LLC.

1401 Branding Avenue, Suite 230

Downers Grove, IL 60515

ATTN: Megan Elberts

DuPage County Department of Stormwater Management

421 N. County Farm Road

Wheaton, Illinois 60187

ATTN: Sarah Hunn

DuPage County State's Attorney's Office

503 N. County Farm Road

Wheaton, IL 60187

ATTN: Civil Bureau

21.2 All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (8:00 a.m.-4:30 p.m. CST or CDT Monday–Friday); or (b) served by

facsimile transmission during regular business hours (8:00 a.m.-4:30 p.m. CST or CDT Monday–Friday); or (c) served by email transmittal during regular business hours (8:00 a.m.-4:30 p.m. CST or CDT Monday–Friday), return receipt requested; or (d) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices served personally or by facsimile transmission shall be effective upon receipt, notices served by email shall be effective upon confirmation of delivery by electronic receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph, and without compliance to the amendment procedures set forth in Paragraph 14.1, above.

# 22.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

22.1 The parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT. Further the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this AGREEMENT with respect to a different breach.

# 23.0 FORCE MAJEURE.

23.1 Neither party shall be liable for any delay or non-performance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires or natural disasters.

# 24.0 **QUALIFICATIONS**

24.1 The CONSULTANT shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the services covered under this AGREEMENT, for which Illinois Statutes require license or registration, and further shall employ only qualified persons in responsible charge of any elements of the services covered under this AGREEMENT, all subject to COUNTY approval. This provision shall also apply to any sub-consultant(s) used by the CONSULTANT in the performance of AGREEMENT-related services.

# 24.2 Reserved.

24.3 Failure of the CONSULTANT to use qualified personnel to perform technical or professional service for any task, assignment or project related to this AGREEMENT shall be sufficient cause for the COUNTY to deny

- payment for services performed by unqualified personnel and will serve as a basis for an immediate termination of this AGREEMENT.
- 24.4 The CONSULTANT shall require all sub-consultants utilized for AGREEMENT-related services to employ qualified persons to the same extent such qualifications are required of the CONSULTANT'S personnel. The COUNTY shall have the same rights under Paragraph 24.3, above, with respect to the CONSULTANT'S sub-consultant(s) being properly staffed while engaged in AGREEMENT-related services.

# 25.0 ACCESS TO PROPERTY.

- 25.1 The CONSULTANT shall make a reasonable effort to obtain access to property of a third party necessary for the performance of its obligations under this AGREEMENT. If CONSULTANT is unable to obtain access to the property, the COUNTY shall be responsible for securing access for the CONSULTANT. In the event the COUNTY cannot secure access to property for the CONSULTANT, the COUNTY shall excuse the CONSULTANT from the performance of any services that necessitated such access. The CONSULTANT shall have no claim to compensation for any services excused under this provision. The COUNTY shall provide the CONSULTANT, upon CONSULTANT'S request, proof of COUNTY'S permission, or legal authority, to enter onto the property of a third party.
- 25.2 In the event of the following: a) it is necessary for the CONSULTANT to access the property of a third party in order for the CONSULTANT to perform its obligations under this AGREEMENT, and b) the COUNTY has obtained an easement, license or other grant of authority allowing the CONSULTANT to access such property; the CONSULTANT shall fully abide by and comply the terms and conditions of said authorizing instrument as though the CONSULTANT were a signatory thereto.

IN WITNESS OF, the parties set their hands and seals as of the date first written above.

COUNTY OF DUPAGE	GASPEREC ELBERTS CONSULTING, LLC.
BY: DEBORAH A. CONROY CHAIR	BY:

ATTEST:	ATTEST:
BY:	BY:
JEAN KACZMAREK	NAME: Megan Elberts, PE
COUNTY CLERK	TITLE: Principal



# **EXHIBIT A: SCOPE OF SERVICES**

DuPage County Stormwater Management selected Gasperec Elberts Consulting to provide professional land surveying services to support DuPage County's floodplain and watershed mapping activities. Typical tasks may include stream cross-section data, hydraulic structure data (bridges, culverts and storm sewers) and high-water mark data. The data collected will be used to update hydraulic models and high-water mark surveys will be used for the verification of hydraulic models. Services will be on an as-needed basis as determined by the Department. Survey guidelines will be according to DuPage County specifications and will generally follow those in FEMA's "Guidance for Flood Risk Analysis and Mapping, Data Capture-Workflow Details, November 2021".

# **Gasperec Elberts Consulting Scope of Services**

- Perform stream surveys, including but not limited to, hydraulic structures, topography, stream
  cross-sections, Manning's roughness calculations, high water location and elevation for
  significant storm events, and low water entry elevations for residential/commercial structures.
- Field sketches will be prepared for all hydraulic structures surveyed.
- Photographs of all hydraulic structures and cross sections will be taken and labeled for documentation. Photos of cross sections will be used to aid in Manning's roughness calculations.
- Prepare exhibits specific to information obtained in the field.
- Prepare cross section location maps.
- Perform cut/fill calculations.
- Perform field survey data reduction and summarize data in certain formats as determined by the Department.
- Deliverables must be submitted for each task ordered, as applicable, including but not limited to: structure and cross section data on CD, copies of field books (including traverse plots and closure calculations), photographs of structures and cross-sections, table describing horizontal and vertical control points, sketches, and digital files of survey data.
- Other services as needed.



# **EXHIBIT B: DELIVERABLES**

The following deliverables will be submitted to the County before completion of the contract.

- Structure (culvert/bridge/weir) data on CD
- Cross-section data on CD
- Copies of field books, including traverse plots and closure calculations
- Photographs of structures and cross-sections
- Table describing horizontal and vertical control points
- Table survey of code descriptions
- Sketches
- Digital files of survey points
- Cross-section location maps
- Topographic mapping
- Plats of survey, signed and sealed
- Legal descriptions

# **EXHIBIT C**

# DuPage County Stormwater Management Consultant Employee Rate Listing

**CONSULTANT: Gasperec Elberts Consulting, LLC** 

PROJECT: PROFESSIONAL LAND SURVEYING SERVICES FOR HYDRAULIC MODELING AND FLOODPLAIN MAPPING ASSISTANCE

Classification	Rate F	Range	Reason for
Classification	Minimum	Maximum	Adjustment/Addition/Deletion
Engineer VI	70.00	86.00	
Engineer V	60.00	86.00	
Engineer IV	50.00	75.00	
Engineer III	40.00	65.00	
Engineer II	35.00	55.00	
Engineer I	30.00	50.00	
Surveyor V	60.00	86.00	
Surveyor IV	50.00	75.00	L.
Surveyor III	45.00	65.00	).
Surveyor II	35.00	50.00	<b>\</b> \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
Surveyor I	30.00	45.00	8
Engineering Technician V	50.00	70.00	. 8
Engineering Technician IV	40.00	60.00	- 8
Engineering Technician III	35.00	55.00	8
Engineering Technician II	30.00	45.00	8
Engineering Technician I	25.00	40.00	9
Construction Engineer III	40.00	65.00	7
Construction Engineer II	35.00	339 55.00	
Construction Engineer I	30.00	50.00	
CADD Technician II	30.00	45.00	
CADD Technician I	25.00	40.00	
Senior Survey Crew Chief II	40.00	55.00	
Senior Survey Crew Chief I	35.00	50.00	
Survey Crew Chief II	30.00	45.00	
Survey Crew Chief I	25.00	45.00	
Instrument Person II	20.00	35.00	
Instrument Person I	18.00	30.00	
Survey / Engineering Intern	15.00	25.00	

Note: Maximum rate shall not exceed \$86.00 per hour.

Signature of Authorized Agent for CONSULTANT:		Date 06/12/2024
	Signature	
	Megan B Elberts	
	Print Name	-
Approved By COUNTY:		Date:

# **Exhibit C Notes**

- The Classification represents a position within the CONSULTANT'S operation that is filled by one or more personnel
  that have similar duties and responsibilities.
- 2. This Exhibit should include all classifications that *might be* involved with the project. This avoids your resubmittal and the need to go through the approval process again.
- 3. Minimum rate is the lowest rate being paid to personnel for a particular classification (rounded down to nearest \$ amount).
- 4. Maximum rate is the top rate being paid to personnel for a particular classification considering employee raises within contract period (minimum rate + 15% usually works, rounded up to nearest dollar amount).
- 5. Revisions to Exhibit C shall be limited to adjustments requested by the CONSULTANT to the hourly rate ranges and additions or deletions to position classifications approved by the COUNTY provided the adjustment(s) do not exceed the total compensation as stated in the AGREEMENT.





# **Required Vendor Ethics Disclosure Statement**

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

	Date:	Jun 7, 2024
Rid/Contract/PO#		

County's contractaal congation.	Did/Contract/10 II.	
Company Name: Gasperec Elberts Consulting, LLC	Company Contact: Megan Elberts, PE	
Contact Phone: 847.868.1833	Contact Email: melberts@geconsultllc.com	

# The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

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

$\boxtimes$	NONE	(check here)	- If no	contributions	have	been	made
-------------	------	--------------	---------	---------------	------	------	------

Recipient	Donor	Description (e.g. cash, type of item, in- kind services, etc.)	Amount/Value	Date Made

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

# X NONE (check here) - If no contacts have been made

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

#### Continuing disclosure is required, and I agree to update this disclosure form as follows:

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

# The full text for the county's ethics and procurement policies and ordinances are available at:

http://www.dupagecounty.gov/government/county\_board/ethics\_at\_the\_county/

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

Authorized Signature		_
Printed Name	Megan Elberts, PE	_
Title	Principal	
Date	Jun 7, 2024	_
Attach additional shee	ts if necessary. Sign each sheet and number each page. Page of	(total number of pages

# SUNTY OF DUPAGE

# Stormwater Requisition \$30,000 and Over

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

File #: SM-P-0018-24 Agenda Date: 7/2/2024 Agenda #: 18.D.

# AWARDING RESOLUTION ISSUED TO MARTAM CONSTRUCTION, INC., FOR THE LUTHER HIGH RIDGE FLOOD RELIEF PROJECT (CONTRACT AMOUNT \$1,580,699.20)

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

WHEREAS, the lowest most responsible bidder has been designated and the Stormwater Management Committee recommends County Board approval for the issuance of a contract for the Luther High Ridge Flood Relief Project.

NOW, THEREFORE, BE IT RESOLVED that County Contract, covering said, for the Luther High Ridge Flood Relief Project, for the Stormwater Management Department, for the period July 9, 2024 through November 30, 2028, be and it is hereby approved for issuance of a Contract by the Procurement Division, to Martam Construction, Inc., 1200 Gasket Drive, Elgin, IL 60120, for the total contract amount not to exceed \$1,580,699.20, per lowest responsible Bid # 24 -072-SWM.

Enacted and approve	ed this 9 <sup>th</sup> day of July,	2024 at Wheato	on, 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 #: 24-072-SWM	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$1,580,699.20
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 07/01/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$1,580,699.20
	CURRENT TERM TOTAL COST: \$1,580,699.20	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD:
Vendor Information		Department Information	
VENDOR: Martam Construction, Inc.	VENDOR #: 11092	DEPT: Stormwater Management	DEPT CONTACT NAME: Jamie Lock
VENDOR CONTACT: Jerry Kutrovitz	VENDOR CONTACT PHONE: 847-608-6800	DEPT CONTACT PHONE #: 630-407-6705	DEPT CONTACT EMAIL: jamie.lock@dupagecounty.gov
VENDOR CONTACT EMAIL: jerry@martam.com	VENDOR WEBSITE:	DEPT REQ #: 1600-2417	1

# 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.). \$1,580,699.20 Luther High Ridge Flood Relief Project, Villa Park, IL. Improvements include but are not limited to: earth excavation, storm sewer improvements, and associated pavement and vegetative restoration. This project is being funded by American Rescue Plan Act (ARPA) funds received by the Department. Lowest bid for Bid# 24-072-SWM

 ${\it JUSTIFICATION~Summarize~why~this~procurement~is~necessary~and~what~objectives~will~be~accomplished~Bid\#~24-072-SWM}$ 

SECTION 2: DECISION MEMO REQUIREMENTS										
DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.									
TOMES I KESPONSIBLE GOOTE/RID	(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).									

Form under revision control 05/17/2024

	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: Pure	chase Requisition Informat	ion		
Send P	urchase Order To:	Send	l Invoices To:		
Vendor: Martam Construction, Inc.	Vendor#: 11092	Dept: Stormwater Management	Division:		
Attn: Jerry Kutrovitz	Email:	Attn: Jamie Lock	Email: jamie.lock@dupagecounty.gov		
Address: 1200 Gasket Drive	City: Elgin	Address: 421 N County Farm Road	City: Wheaton		
State: IL	Zip: 60120	State:	Zip: 60187		
Phone: 847-608-6800	Fax:	Phone: 630-407-6705	Fax: 630-407-6701		
Sen	d Payments To:		Ship to:		
Vendor: same	Vendor#:	Dept: same	Division:		
Attn:	Email:	Attn:	Email:		
Address:	City:	Address:	City:		
State:	Zip:	State:	Zip:		
Phone:	Fax:	Phone:	Fax:		
	Shipping	Cor	tract Dates		
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jul 9, 2024	Contract End Date (PO25): Nov 30, 2028		

Form under revision control 05/17/2024 881

	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		Luther High Ridge Flood Relief Project, Bid 24-072- SWM	FY24	1100	1215	54060	SW-006	1,400,000.00	1,400,000.00	
2	1	EA			FY25	1100	1215	54060	SW-006	45,174.80	45,174.80	
3	1	EA			FY26	1600	3000	54060		45,174.80	45,174.80	
4	1	EA			FY27	1600	30000	54060		45,174.80	45,174.80	
5	1	EA			FY28	1600	3000	54060		45,174.80	45,174.80	
FY is	s require	d, ensure	the correct FY i	is selected.	•					Requisition Total \$	1,580,699.20	

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

Form under revision control 05/17/2024

# **SECTION 8 - BID FORM PRICING**

F.O.B.: All goods are to be shipped F.O.B. Destination, delivered and installed.

# BASE BID

BASE						
NO.	SP	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	20101200	TREE ROOT PRUNING	EACH	4	\$ 90-	\$ 360-
2	20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	133	\$ 35-	\$ 4655-
3	20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	94	\$ 42-	\$ 3948-
4	20101000	TEMPORARY FENCE	FOOT	754	\$ 10 -	\$ 7540 -
5	20101700	SUPPLEMENTAL WATERING	UNIT	13	\$ 50-	\$ 450 -
6	SP-1.23	EXPLORATORY TRENCH, SPECIAL	CU YD	100	\$ 65-	\$ 6500-
7	SP-1.28	UNDERCUTTING FOR UTILITIES	CU YD	100	\$ 65-	\$ 6500 -
8	SP-2.01	PARKWAY RESTORATION- SOD	SQ YD	1,158	\$ 15-	\$11,370-
9	SP-2.02	NATIVE SEEDING (SAVANNA SEED MIX)	ACRE	0.14	\$ 10,000-	\$ 1400-
10	SP-2.04	ECOLOGICAL MANAGEMENT - YEAR 1	ACRE	0.14	\$5000-	
11	SP-2.04	ECOLOGICAL MANAGEMENT - YEAR 2	ACRE	0.14	\$50000 -	T
12	SP-2.04	ECOLOGICAL MANAGEMENT - YEAR 3	ACRE	0.14	\$60000-	\$ 7000-
13	SP-2.06	BRUSH REMOVAL	ACRE	0.17	\$19,000-	\$ 3060 -
14	SP-2.08	TREE, CARPINUS CAROLINIANA (BLUE BEECH), 2" CALIPER	EACH	2	\$ 1500 -	\$ 3000 -
15	SP-2.08	TREE, CORNUS ALTERNIFOLIA (PAGODA DOGWOOD), 2" CALIPER	EACH	3	\$ /500 -	\$ 4500 -
16	SP-2.08	SHRUB, CORNUS SERICEA (RED TWIG DOGWOOD), 5-GALLON	EACH	5	\$ 220 -	\$ 1100 -
17	SP-2.08	SHRUB, HYDRANGEA ARBORESCENS (SMOOTH HYDRANGEA), 5-GALLON	EACH	5	* no-	\$ //00 -
18	SP-2.08	SHRUB, <i>LONICERA DIERVILLA</i> (NORTHERN BUSH HONEYSUCKLE), 5-GALLON	EACH	5	\$ 220 -	\$ 1100 -
19	SP-2.09	ROLLED EROSION CONTROL PRODUCT	FOOT	1,488	\$ 4.40 -	\$ 6547.20
20	SP-2.09	CONCRETE WASHOUT	EACH	1	\$ 1000 -	\$ 1000 -
21	SP-2.09	CONSTRUCTION ENTRANCE	SQ YD	610	\$ 26-	\$ 15860 -
22	SP-2.09	INLET PROTECTION	EACH	20	\$ 200 -	\$ 4000-
23	SP-2.10	TREE PROTECTION FENCE	FOOT	389	\$ 10 -	\$ 3890 -
24	SP-2.11	SOIL SAMPLING AND TESTING	L SUM	1	\$ 3500 -	\$ 3500-
25	25000110	SEEDING, CLASS 1	ACRE	0.07	\$40,000-	3400
26	25100630	EROSION CONTROL BLANKET	SQ YD	2,000	\$ 1.50	\$ 3000 -
27	28100107	STONE RIPRAP, CLASS A4	SQ YD	212	\$ 92-	\$ 19504-
28	28200200	FILTER FABRIC	SQ YD	212	\$ 4-	\$ 949 -
29	SP-2.12	MAILBOX TO BE RELOCATED	EACH	1	\$ 300 -	\$ 300 -
30	35101600	AGGREGATE BASE COURSE, TYPE B 4"	SQ YD	26	\$ 45-	\$ 1170 -
31	40201000	AGGREGATE FOR TEMPORARY ACCESS	TON	100	\$ 40 -	\$ 4000 -
32	40200300	AGGREGATE SURFACE COURSE, TYPE A 4"	SQ YD	26	\$ 45-	\$ 1690-
33	SP-3.01	CLASS D PATCH, 5 INCH (MODIFIED)	SQ YD	831	\$ 56-	\$ 46536-
34	SP-3.01	CLASS D PATCH, 7 INCH (MODIFIED)	SQ YD	17	\$ 335-	\$ 5695-
35	SP-3.02	SURFACE PATCH	SQ YD	1,756	\$ 24-	\$ 42 144-
36	SP-3.03	DRIVEWAY PAVEMENT, REMOVE AND REPLACE	SQ YD	72	\$ 49-	\$ 3456-
37	SP-3.04	CONCRETE RIBBON CURB, 18", REMOVE AND REPLACE	FOOT	496	\$ 40-	\$ 19,840 -

NO.	SP	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
38	54213687	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 42"	EACH	1	\$ 4900 -	\$ 4000-
39	SP-4.01	STORM SEWERS, RCP, TYPE 1 15"	FOOT	13	\$ 125-	\$1625-
40	SP-4.01	STORM SEWERS, RCP, TYPE 2 15"	FOOT	79	\$ 129-	\$10,112-
41	SP-4.01	STORM SEWERS, RCP, TYPE 2 24"	FOOT	16	\$ 156-	\$ 2494-
42	SP-4.01	STORM SEWERS, RCP, TYPE 2 27"	FOOT	159	\$ 134-	\$ 21.624-
43	SP-4.01	STORM SEWERS, RCP, TYPE 2 36"	FOOT	209	\$/50.	\$ 31,350-
44	SP-4.01	STORM SEWERS, RCP, TYPE 3 36"	FOOT	30	\$ 199-	\$ 5640 -
45	SP-4.01	STORM SEWERS, RCP, TYPE 4 36"	FOOT	1,299	\$ 199-	\$257,202-
46	SP-4.01	STORM SEWERS, RCP, TYPE 4 42"	FOOT	269	\$ 245 -	\$65,905-
47	SP-4.02	STORM SEWERS JACKED IN PLACE, 27"	FOOT	151	\$ 136-	\$20,536 -
48	SP-4.02	STEEL CASINGS FOR 27IN DIA STORM SEWER	FOOT	151	\$917-	\$138,467 -
49	SP-4.04	TRENCH BACKFILL, SPECIAL	CU YD	3,490	\$ (3-	\$219.570-
50	SP-4.06	CATCH BASINS, TYPE A, 4'-DIAMETER, EJIW V-3610-8 F&G	EACH	1	\$4200 -	\$ 4200 -
51	SP-4.06	CATCH BASINS, TYPE A, 4'-DIAMETER, EJIW V-6488-0 G	EACH	5	\$ 4200 -	\$ 21,000 -
52	60218400	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	4	\$4500 -	\$ 19 000 -
53	60221000	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	1	\$ 6200 -	\$6200-
54	60221100	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	3	\$(,200-	\$19,600 -
55	60223700	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	1	980 -	\$ 9800 -
56	60223800	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	2	\$1900 -	\$19,600-
57	78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	50	\$ 70 -	\$ 3500 -
58	78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	28	\$ 130 -	\$ 3640 -
59	67100100	MOBILIZATION	L SUM	1	\$19000 -	\$ 70,000 -
60	SP-1.22	PRECONSTRUCTION VIDEO TAPING	LSUM	1	\$ 900-	\$ 900 -
61	SP-1.24	TRAFFIC CONTROL AND PROTECTION	LSUM	1	\$94000-	\$ 94000 -
62	SP-1.33	CONSTRUCTION LAYOUT, STAKING AND ASBUILTS	L SUM	1	\$1200-	\$ 12000 -

TOTAL BASE BID \$ 1,320,630.20

# **ITEMS ORDERED BY ENGINEER**

NO.	SP	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	59	\$ 35-	\$ 2865-
2	25000110	SEEDING, CLASS 1	ACRE	0.01	\$ 60000 -	
3	20101700	SUPPLEMENTAL WATERING	UNIT	2	\$ 200-	\$ 400 -
4	SP-1.35	CHANGEABLE MESSAGE SIGNS	EACH	2	\$ 7000-	\$ 14000 -
5	SP-2.06	CONTAMINATED WASTE DISPOSAL	CU YD	300	\$ 129-	\$ 38400-
6	SP-3.01	CLASS D PATCH, 7 INCH (MODIFIED)	SQ YD	82	\$ 195-	\$ 15,990-
7	SP-3.02	SURFACE PATCH	SQ YD	1,376	\$ 24-	\$ 33,024-
8	SP-3.03	DRIVEWAY PAVEMENT, REMOVE AND REPLACE	SQ YD	7	\$ 170 -	\$ 1190 -
9	SP-3.04	CONCRETE RIBBON CURB, 18", REMOVE AND REPLACE	FOOT	50	\$ 49,-	\$ 2400 -
10	SP-4.01	STORM SEWERS, PVC, TYPE 2 12"	FOOT	50	\$ 1197-	\$ 5900-
11	SP-4.01	STORM SEWERS, PVC, TYPE 2 15"	FOOT	50	\$124-	\$ 6400-
12	SP-4.04	TRENCH BACKFILL, SPECIAL	CU YD	500	\$ 1/3-	\$ 31500 -

TOTAL ITEMS ORDERED BY ENGINEER (IOBE) \$ 152,000.00 **TOTAL BASE BID** 

TOTAL ITEMS ORDERED BY ENGINEER (IOBE) \$ 152,069.00 CONTINGENCY \$100,000.00 \$1,590,699,20

GRAND TOTAL (BASE BID + IOBE + CONTINGENCY)

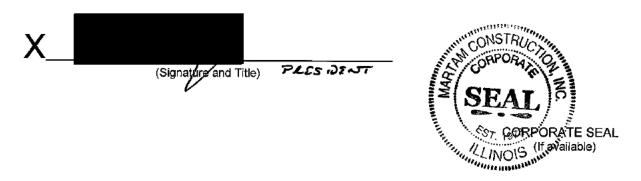
**GRAND TOTAL** 

(In words)

The million for hundred eighty thousand six hundred ninety nine dollars and twenty cents

# **SECTION 9 - BID FORM SIGNATURE PAGE**

The Contractor agrees to provide the service, and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.



BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this	L day of June	AD, 20 <u>24</u>
(Notary Public)	My Commission Expires:	1/31/20
(Notally Fabric)	OFFICIAL SEAL	
1	ELIZABETH FRANCES ADERTON NOTARY PUBLIC, STATE OF ILLINOIS	
	COMMISSION NO. 986394 MY COMMISSION EXPIRES Jan 31, 2028	

# SECTION 10 - MANDATORY FORM LUTHER HIGH RIDGE FLOOD RELIEF PROJECT 24-072-SWM

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION) Full Name of Bidder Construction, mo Main Business Address City, State, Zip Code 00120 Telephone Number Email Robert @ martam. com Address Bid Contact Person The undersigned certifies that he is: the Owner/Sole a Member authorized to a Member of the Joint Proprietor sign on behalf of the Partnership Herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows: Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Officer, DuPage County, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. , and issued thereto. Further, the undersigned proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus, and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed. Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate. Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33 E-4, bid rigging or bid-rotating, or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act. The undersigned certifies that he has examined and carefully prepared this bid and has checked the same in detail before submitting this bid, and that the statements contained herein are true and correct. If a Corporation, the undersigned, further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed nor modified, and that the same remain in full force and effect. (Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.) Further, the Bidder certifies that he has provided equipment, supplies, or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

# **CONTRACT ADMINISTRATION INFORMATION:**

CORRESPON	DENCE TO CONTRACTOR:	REMIT TO CONTRACTOR:
NAME	Martan Construction	NAME
CONTACT	Robert Kutrovatz	CONTACT
ADDRESS	1200 basicet by	ADDRESS
CITY ST ZIP	Main 14 60120	CITY ST ZIP
TX	897-608-6800	TX
FX	847-608-6804	FX
EMAIL	Roberte martan com	EMAIL
COUNTY BILL	TO INFORMATION:	COUNTY SHIP TO INFORMATION:
DuPage County	/ Stormwater Management	Materials to be delivered/shipped to jobsite in Lombard, IL
421 North Cour	nty Farm Road	
Wheaton, IL 60	187	
StormWaterMg	mt@dupagecounty.gov	
TX: (630) 407-6	6698	

ALL MATERIALS MUST BE BID AND SHIPPED F.O.B. DESTINATION, DELIVERED AND INSTALLED

(FREIGHT INCLUDED IN PRICE)



THE COUNTY OF DUPAGE FINANCE - PROCUREMENT LUTHER HIGH RIDGE FLOOD RELIEF PROJECT 24-072-SWM BID TABULATION

**√** 

				Martam Construction, Inc.				Acqua Contractors Corp.			Swallow Construction Corp.				Performance Construction & Engineering LLC			
NO.	SP	ITEM	UOM	QTY	PRICE EXTENDED PRICE			PRICE EXTENDED PRICE			PRICE			EXTENDED PRICE		PRICE	EXTENDED PRICE	
1	20101200	TREE ROOT PRUNING	EA	4	\$ 90	0.00	\$ 360.00	\$	105.00	\$	420.00	\$	325.00	\$	1,300.00	\$	100.00	\$ 400.00
2	20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	133	\$ 3	5.00	\$ 4,655.00	\$	20.00	\$	2,660.00	\$	31.00	\$	4,123.00	\$	19.00	\$ 2,527.00
3	20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	94	\$ 42	2.00	\$ 3,948.00	\$	22.00	\$	2,068.00	\$	41.00	\$	3,854.00	\$	21.00	\$ 1,974.00
4	20101000	TEMPORARY FENCE	FT	754	\$ 10	0.00	\$ 7,540.00	\$	5.25	\$	3,958.50	\$	7.25	\$	5,466.50	\$	4.00	\$ 3,016.00
5	20101700	SUPPLEMENTAL WATERING	UNIT	13	\$ 50	0.00	\$ 650.00	\$	400.00	\$	5,200.00	\$	150.00	\$	1,950.00	\$	1.00	\$ 13.00
6	SP-1.23	EXPLORATORY TRENCH, SPECIAL	CU YD	100	\$ 69	5.00	\$ 6,500.00	\$	70.00	\$	7,000.00	\$	25.00	\$	2,500.00	\$	25.00	\$ 2,500.00
7	SP-1.28	UNDERCUTTING FOR UTILITIES	CU YD	100	\$ 68	5.00	\$ 6,500.00	\$	35.00	\$	3,500.00	\$	25.00	\$	2,500.00	\$	25.00	\$ 2,500.00
8	SP-2.01	PARKWAY RESTORATION- SOD	SQ YD	1,158	\$ 19	5.00	\$ 17,370.00	\$	23.00	\$	26,634.00	\$	21.25	\$	24,607.50	\$	22.00	\$ 25,476.00
9	SP-2.02	NATIVE SEEDING (SAVANNA SEED MIX)	ACRE	0.14	\$ 10,000	0.00	\$ 1,400.00	\$	21,000.00	\$	2,940.00	\$	30,200.00	\$	4,228.00	\$	8,536.00	\$ 1,195.04
10	SP-2.04	ECOLOGICAL MANAGEMENT - YEAR 1	ACRE	0.14	\$ 50,000	0.00	\$ 7,000.00	\$	55,000.00	\$	7,700.00	\$	30,200.00	\$	4,228.00	\$	26,786.00	\$ 3,750.04
11	SP-2.04	ECOLOGICAL MANAGEMENT - YEAR 2	ACRE	0.14	\$ 50,000	0.00	\$ 7,000.00	\$	55,000.00	\$	7,700.00	\$	30,200.00	\$	4,228.00	\$	26,785.00	\$ 3,749.90
12	SP-2.04	ECOLOGICAL MANAGEMENT - YEAR 3	ACRE	0.14	\$ 50,000	0.00	\$ 7,000.00	\$	55,000.00	\$	7,700.00	\$	30,200.00	\$	4,228.00	\$	23,929.00	\$ 3,350.06
13	SP-2.06	BRUSH REMOVAL	ACRE	0.17	\$ 18,000	0.00	\$ 3,060.00	\$	18,000.00	\$	3,060.00	\$	15,000.00	\$	2,550.00	\$	17,650.00	\$ 3,000.50
14	SP-2.08	TREE, CARPINUS CAROLINIANA (BLUE BEECH), 2" CALIPER	EA	2	\$ 1,500	0.00	\$ 3,000.00	\$	796.00	\$	1,592.00	\$	690.00	\$	1,380.00	\$	600.00	\$ 1,200.00
15	SP-2.08	TREE, CORNUS ALTERNIFOLIA (PAGODA DOGWOOD), 2" CALIPER	EA	3	\$ 1,500	0.00	\$ 4,500.00	\$	637.00	\$	1,911.00	\$	632.50	\$	1,897.50	\$	600.00	\$ 1,800.00

					N	Martam Cons	truct	ion, Inc.	Acqua Contr	racto	rs Corp.	Swallow Cons	struct	ion Corp.	Performance (		
NO.	SP	ITEM	UOM	QTY	F	PRICE	E	XTENDED PRICE	PRICE	E	EXTENDED PRICE	PRICE	E	EXTENDED PRICE	PRICE	E	EXTENDED PRICE
16	SP-2.08	SHRUB, CORNUS SERICEA (RED TWIG DOGWOOD), 5-GALLON	EA	5	\$	220.00	\$	1,100.00	\$ 69.00	\$	345.00	\$ 115.00	\$	575.00	\$ 100.00	\$	500.00
17	SP-2.08	SHRUB, <i>HYDRANGEA ARBORESCENS</i> (SMOOTH HYDRANGEA), 5-GALLON	EA	5	\$	220.00	\$	1,100.00	\$ 69.00	\$	345.00	\$ 126.50	\$	632.50	\$ 110.00	\$	550.00
18	SP-2.08	SHRUB, LONICERA DIERVILLA (NORTHERN BUSH HONEYSUCKLE), 5-GALLON	EA	5	\$	220.00	\$	1,100.00	\$ 74.00	\$	370.00	\$ 115.00	\$	575.00	\$ 100.00	\$	500.00
19	SP-2.09	ROLLED EROSION CONTROL PRODUCT	FT	1,488	\$	4.40	\$	6,547.20	\$ 3.75	\$	5,580.00	\$ 5.00	\$	7,440.00	\$ 8.00	\$	11,904.00
20	SP-2.09	CONCRETE WASHOUT	EA	1	\$	1,000.00	\$	1,000.00	\$ 100.00	\$	100.00	\$ 5,750.00	\$	5,750.00	\$ 500.00	\$	500.00
21	SP-2.09	CONSTRUCTION ENTRANCE	SQ YD	610	\$	26.00	\$	15,860.00	\$ 10.00	\$	6,100.00	\$ 110.00	\$	67,100.00	\$ 12.00	\$	7,320.00
22	SP-2.09	INLET PROTECTION	EA	20	\$	200.00	\$	4,000.00	\$ 200.00	\$	4,000.00	\$ 200.00	\$	4,000.00	\$ 100.00	\$	2,000.00
23	SP-2.10	TREE PROTECTION FENCE	FT	389	\$	10.00	\$	3,890.00	\$ 3.50	\$	1,361.50	\$ 7.25	\$	2,820.25	\$ 3.50	\$	1,361.50
24	SP-2.11	SOIL SAMPLING AND TESTING	LS	1	\$	3,500.00	\$	3,500.00	\$ 2,750.00	\$	2,750.00	\$ 2,250.00	\$	2,250.00	\$ 1,500.00	\$	1,500.00
25	25000110	SEEDING, CLASS 1	ACRE	0.07	\$	40,000.00	\$	2,800.00	\$ 6,900.00	\$	483.00	\$ 10,150.00	\$	710.50	\$ 10,000.00	\$	700.00
26	25100630	EROSION CONTROL BLANKET	SQ YD	2,000	\$	1.50	\$	3,000.00	\$ 2.15	\$	4,300.00	\$ 1.75	\$	3,500.00	\$ 3.00	\$	6,000.00
27	28100107	STONE RIPRAP, CLASS A4	SQ YD	212	\$	92.00	\$	19,504.00	\$ 100.00	\$	21,200.00	\$ 97.00	\$	20,564.00	\$ 125.00	\$	26,500.00
28	28200200	FILTER FABRIC	SQ YD	212	\$	4.00	\$	848.00	\$ 2.00	\$	424.00	\$ 3.00	\$	636.00	\$ 5.00	\$	1,060.00
29	SP-2.12	MAILBOX TO BE RELOCATED	EA	1	\$	300.00	\$	300.00	\$ 500.00	\$	500.00	\$ 375.00	\$	375.00	\$ 200.00	\$	200.00
30	35101600	AGGREGATE BASE COURSE, TYPE B 4"	SQ YD	26	\$	45.00	\$	1,170.00	\$ 27.00	\$	702.00	\$ 11.25	\$	292.50	\$ 20.00	\$	520.00
31	40201000	AGGREGATE FOR TEMPORARY ACCESS	TON	100	\$	40.00	\$	4,000.00	\$ 15.00	\$	1,500.00	\$ 1.00	\$	100.00	\$ 30.00	\$	3,000.00
32	40200300	AGGREGATE SURFACE COURSE, TYPE A 4"	SQ YD	26	\$	65.00	\$	1,690.00	\$ 24.00	\$	624.00	\$ 12.00	\$	312.00	\$ 20.00	\$	520.00
33	SP-3.01	CLASS D PATCH, 5 INCH (MODIFIED)	SQ YD	831	\$	56.00	\$	46,536.00	\$ 42.00	\$	34,902.00	\$ 75.00	\$	62,325.00	\$ 46.00	\$	38,226.00

					Mart	tam Cons	struct	ion, Inc.	Acqua Conti	ractor	rs Corp.	Swallow Cons	struct	ion Corp.	Performance ( Enginee		
NO.	SP	ITEM	UOM	QTY	PRIC	CE	E	XTENDED PRICE	PRICE	E	EXTENDED PRICE	PRICE	E	EXTENDED PRICE	PRICE	E	XTENDED PRICE
34	SP-3.01	CLASS D PATCH, 7 INCH (MODIFIED)	SQ YD	17	\$	335.00	\$	5,695.00	\$ 106.00	\$	1,802.00	\$ 70.00	\$	1,190.00	\$ 305.00	\$	5,185.00
35	SP-3.02	SURFACE PATCH	SQ YD	1,756	\$	24.00	\$	42,144.00	\$ 32.00	\$	56,192.00	\$ 34.50	\$	60,582.00	\$ 20.50	\$	35,998.00
36	SP-3.03	DRIVEWAY PAVEMENT, REMOVE AND REPLACE	SQ YD	72	\$	48.00	\$	3,456.00	\$ 63.50	\$	4,572.00	\$ 100.00	\$	7,200.00	\$ 45.00	\$	3,240.00
37	SP-3.04	CONCRETE RIBBON CURB, 18", REMOVE AND REPLACE	FT	496	\$	40.00	\$	19,840.00	\$ 56.00	\$	27,776.00	\$ 90.00	\$	44,640.00	\$ 42.00	\$	20,832.00
38	54213687	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 42"	EA	1	\$ 4	4,800.00	\$	4,800.00	\$ 5,200.00	\$	5,200.00	\$ 3,600.00	\$	3,600.00	\$ 10,000.00	\$	10,000.00
39	SP-4.01	STORM SEWERS, RCP, TYPE 1 15"	FT	13	\$	125.00	\$	1,625.00	\$ 136.00	\$	1,768.00	\$ 144.00	\$	1,872.00	\$ 125.00	\$	1,625.00
40	SP-4.01	STORM SEWERS, RCP, TYPE 2 15"	FT	79	\$	128.00	\$	10,112.00	\$ 101.00	\$	7,979.00	\$ 150.00	\$	11,850.00	\$ 130.00	\$	10,270.00
41	SP-4.01	STORM SEWERS, RCP, TYPE 2 24"	FT	16	\$	156.00	\$	2,496.00	\$ 162.00	\$	2,592.00	\$ 242.00	\$	3,872.00	\$ 175.00	\$	2,800.00
42	SP-4.01	STORM SEWERS, RCP, TYPE 2 27"	FT	159	\$	136.00	\$	21,624.00	\$ 137.00	\$	21,783.00	\$ 140.00	\$	22,260.00	\$ 195.00	\$	31,005.00
43	SP-4.01	STORM SEWERS, RCP, TYPE 2 36"	FT	209	\$	150.00	\$	31,350.00	\$ 220.00	\$	45,980.00	\$ 167.00	\$	34,903.00	\$ 225.00	\$	47,025.00
44	SP-4.01	STORM SEWERS, RCP, TYPE 3 36"	FT	30	\$	188.00	\$	5,640.00	\$ 244.00	\$	7,320.00	\$ 213.00	\$	6,390.00	\$ 275.00	\$	8,250.00
45	SP-4.01	STORM SEWERS, RCP, TYPE 4 36"	FT	1,299	\$	198.00	\$	257,202.00	\$ 284.00	\$	368,916.00	\$ 171.00	\$	222,129.00	\$ 275.00	\$	357,225.00
46	SP-4.01	STORM SEWERS, RCP, TYPE 4 42"	FT	269	\$	245.00	\$	65,905.00	\$ 316.00	\$	85,004.00	\$ 235.00	\$	63,215.00	\$ 300.00	\$	80,700.00
47	SP-4.02	STORM SEWERS JACKED IN PLACE, 27"	FT	151	\$	136.00	\$	20,536.00	\$ 222.00	\$	33,522.00	\$ 85.00	\$	12,835.00	\$ 1,200.00	\$	181,200.00
48	SP-4.02	STEEL CASINGS FOR 27IN DIA STORM SEWER	FT	151	\$	917.00	\$	138,467.00	\$ 1,000.00	\$	151,000.00	\$ 1,500.00	\$	226,500.00	\$ 200.00	\$	30,200.00
49	SP-4.04	TRENCH BACKFILL, SPECIAL	CU YD	3,490	\$	63.00	\$	219,870.00	\$ 35.00	\$	122,150.00	\$ 60.00	\$	209,400.00	\$ 25.00	\$	87,250.00
50	SP-4.06	CATCH BASINS, TYPE A, 4'- DIAMETER, EJIW V-3610-8 F&G	EA	1	\$ 4	4,200.00	\$	4,200.00	\$ 5,100.00	\$	5,100.00	\$ 4,700.00	\$	4,700.00	\$ 6,000.00	\$	6,000.00
51	SP-4.06	CATCH BASINS, TYPE A, 4'- DIAMETER, EJIW V-6488-0 G	EA	5	\$ 4	4,200.00	\$	21,000.00	\$ 4,125.00	\$	20,625.00	\$ 3,550.00	\$	17,750.00	\$ 5,000.00	\$	25,000.00

					ı	Martam Cons	struc	tion, Inc.	Acqua Contr	acto	ors Corp.	Swallow Cons	truc	tion Corp.	Performance ( Enginee		
NO.	SP	ITEM	UOM	QTY		PRICE	Е	EXTENDED PRICE	PRICE	I	EXTENDED PRICE	PRICE	ı	EXTENDED PRICE	PRICE	ı	EXTENDED PRICE
52	60218400	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EA	4	\$	4,500.00	\$	18,000.00	\$ 5,100.00	\$	20,400.00	\$ 7,025.00	\$	28,100.00	\$ 7,500.00	\$	30,000.00
53	60221000	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, OPEN LID	EA	1	\$	6,200.00	\$	6,200.00	\$ 7,100.00	\$	7,100.00	\$ 8,250.00	\$	8,250.00	\$ 9,000.00	\$	9,000.00
54	60221100	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EA	3	\$	6,200.00	\$	18,600.00	\$ 7,100.00	\$	21,300.00	\$ 8,500.00	\$	25,500.00	\$ 9,000.00	\$	27,000.00
55	60223700	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, OPEN LID	EA	1	\$	9,800.00	\$	9,800.00	\$ 11,500.00	\$	11,500.00	\$ 12,750.00	\$	12,750.00	\$ 12,800.00	\$	12,800.00
56	60223800	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EA	2	\$	9,800.00	\$	19,600.00	\$ 11,500.00	\$	23,000.00	\$ 12,500.00	\$	25,000.00	\$ 12,800.00	\$	25,600.00
57	78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FT	50	\$	70.00	\$	3,500.00	\$ 69.00	\$	3,450.00	\$ 65.05	\$	3,252.50	\$ 65.00	\$	3,250.00
58	78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FT	28	\$	130.00	\$	3,640.00	\$ 127.00	\$	3,556.00	\$ 12.05	\$	337.40	\$ 120.00	\$	3,360.00
59	67100100	MOBILIZATION	LS	1	\$	78,000.00	\$	78,000.00	\$ 94,383.00	\$	94,383.00	\$ 50,000.00	\$	50,000.00	\$ 112,650.00	\$	112,650.00
60	SP-1.22	PRECONSTRUCTION VIDEO TAPING	LS	1	\$	900.00	\$	900.00	\$ 5,000.00	\$	5,000.00	\$ 10,000.00	\$	10,000.00	\$ 6,500.00	\$	6,500.00
61	SP-1.24	TRAFFIC CONTROL AND PROTECTION	LS	1	\$	84,000.00	\$	84,000.00	\$ 86,400.00	\$	86,400.00	\$ 60,000.00	\$	60,000.00	\$ 199,889.96	\$	199,889.96
62	SP-1.33	CONSTRUCTION LAYOUT, STAKING AND AS-BUILTS	LS	1	\$	12,000.00	\$	12,000.00	\$ 25,000.00	\$	25,000.00	\$ 10,750.00	\$	10,750.00	\$ 7,500.00	\$	7,500.00
					тота	AL BASE BID	\$	1,328,630.20		\$	1,440,000.00		\$	1,437,826.15		\$	1,540,668.00

					Martam Co	nstru	iction, Inc.		Acqua Conti	racto	ors Corp.		Swallow Cons	struc	tion Corp.		Performance ( Enginee		
ITEMS	ORDERED	BY ENGINEER																	
NO.	SP	ITEM	UOM	QTY	PRICE		EXTENDED PRICE		PRICE	I	EXTENDED PRICE		PRICE	ı	EXTENDED PRICE		PRICE	E	EXTENDED PRICE
1	20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	59	\$ 35.0	00 \$	2,065.00	\$	22.00	\$	1,298.00	\$	30.00	\$	1,770.00	\$	19.00	\$	1,121.00
2	25000110	SEEDING, CLASS 1	ACRE	0.01	\$ 80,000.0	00 \$	800.00	\$	6,220.00	\$	62.20	\$	10,150.00	\$	101.50	\$	10,000.00	\$	100.00
3	20101700	SUPPLEMENTAL WATERING	UNIT	2	\$ 200.0	00 \$	400.00	\$	400.00	\$	800.00	\$	150.00	\$	300.00	\$	1.00	\$	2.00
4	SP-1.35	CHANGEABLE MESSAGE SIGNS	EA	2	\$ 7,000.0	00 \$	14,000.00	\$	7,758.90	\$	15,517.80	\$	7,500.00	\$	15,000.00	\$	7,000.00	\$	14,000.00
5	SP-2.06	CONTAMINATED WASTE DISPOSAL	CU YD	300	\$ 128.0	00 \$	38,400.00	\$	115.00	\$	34,500.00	\$	112.75	\$	33,825.00	\$	85.00	\$	25,500.00
6	SP-3.01	CLASS D PATCH, 7 INCH (MODIFIED)	SQ YD	82	\$ 195.0	00 \$	15,990.00	\$	111.00	\$	9,102.00	\$	69.00	\$	5,658.00	\$	195.00	\$	15,990.00
7	SP-3.02	SURFACE PATCH	SQ YD	1,376	\$ 24.0	00 \$	33,024.00	\$	33.00	\$	45,408.00	\$	34.50	\$	47,472.00	\$	24.00	\$	33,024.00
8	SP-3.03	DRIVEWAY PAVEMENT, REMOVE AND REPLACE	SQ YD	7	\$ 170.0	00 \$	1,190.00	\$	66.00	\$	462.00	\$	100.00	\$	700.00	\$	175.00	\$	1,225.00
9	SP-3.04	CONCRETE RIBBON CURB, 18", REMOVE AND REPLACE	FT	50	\$ 48.0	00 \$	2,400.00	\$	59.00	\$	2,950.00	\$	90.00	\$	4,500.00	\$	50.00	\$	2,500.00
10	SP-4.01	STORM SEWERS, PVC, TYPE 2 12"	FT	50	\$ 118.0	00 \$	5,900.00	\$	177.00	\$	8,850.00	\$	115.00	\$	5,750.00	\$	100.00	\$	5,000.00
11	SP-4.01	STORM SEWERS, PVC, TYPE 2 15"	FT	50	\$ 128.0	00 \$	6,400.00	\$	211.00	\$	10,550.00	\$	135.00	\$	6,750.00	\$	125.00	\$	6,250.00
12	SP-4.04	TRENCH BACKFILL, SPECIAL	CU YD	500	\$ 63.0	00 \$	31,500.00	\$	35.00	\$	17,500.00	\$	60.00	\$	30,000.00	\$	25.00	\$	12,500.00
		TOTAL ITEM	S ORDEI	RED BY	ENGINEER (IOB	E) \$	152,069.00			\$	147,000.00			\$	151,826.50			\$	117,212.00
						_		1				1				1	·		
					TOTAL BASE B	ID \$	1,328,630.20			\$	1,440,000.00			\$	1,437,826.15			\$	1,540,668.00
		TOTAL ITEM	S ORDEI	RED BY	ENGINEER (IOB	E) \$	152,069.00			\$	147,000.00			\$	151,826.50			\$	117,212.00
					CONTINGEN	Y	\$100,000				\$100,000				\$100,000				\$100,000
		GRAND TOTAL (BA	ASE BID	+ IOBE	+ CONTINGENC	Y) \$	1,580,699.20			\$	1,687,000.00			\$	1,689,652.65			\$	1,757,880.00

					Berger Con	tracto	rs, Inc.	Copenhaver C	onstr	ruction Inc.	Α	Lamp Concrete	e Cor	ntractors, Inc.	В	enchmark Cons	struction Co., Inc.
BASE	BID																
NO.	SP	ITEM	UOM	QTY	PRICE	E	XTENDED PRICE	PRICE	E	EXTENDED PRICE		PRICE	i	EXTENDED PRICE		PRICE	EXTENDED PRICE
1	20101200	TREE ROOT PRUNING	EA	4	\$ 300.00	\$	1,200.00	\$ 110.00	\$	440.00	\$	80.00	\$	320.00	\$	300.00	\$ 1,200.00
2	20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	133	\$ 28.00	\$	3,724.00	\$ 35.00	\$	4,655.00	\$	32.00	\$	4,256.00	\$	28.00	\$ 3,724.00
3	20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	94	\$ 38.00	\$	3,572.00	\$ 45.00	\$	4,230.00	\$	38.00	\$	3,572.00	\$	38.00	\$ 3,572.00
4	20101000	TEMPORARY FENCE	FT	754	\$ 4.00	\$	3,016.00	\$ 10.00	\$	7,540.00	\$	1.00	\$	754.00	\$	8.00	\$ 6,032.00
5	20101700	SUPPLEMENTAL WATERING	UNIT	13	\$ 150.00	\$	1,950.00	\$ 0.01	\$	0.13	\$	1.00	\$	13.00	\$	160.00	\$ 2,080.00
6	SP-1.23	EXPLORATORY TRENCH, SPECIAL	CU YD	100	\$ 1.00	\$	100.00	\$ 20.00	\$	2,000.00	\$	25.00	\$	2,500.00	\$	92.00	\$ 9,200.00
7	SP-1.28	UNDERCUTTING FOR UTILITIES	CU YD	100	\$ 130.00	\$	13,000.00	\$ 20.00	\$	2,000.00	\$	25.00	\$	2,500.00	\$	114.00	\$ 11,400.00
8	SP-2.01	PARKWAY RESTORATION- SOD	SQ YD	1,158	\$ 25.00	\$	28,950.00	\$ 14.00	\$	16,212.00	\$	20.00	\$	23,160.00	\$	21.50	\$ 24,897.00
9	SP-2.02	NATIVE SEEDING (SAVANNA SEED MIX)	ACRE	0.14	\$ 30,000.00	65	4,200.00	\$ 50,000.00	\$	7,000.00	\$	25,000.00	\$	3,500.00	\$	15,000.00	\$ 2,100.00
10	SP-2.04	ECOLOGICAL MANAGEMENT - YEAR 1	ACRE	0.14	\$ 30,000.00	\$	4,200.00	\$ 25,000.00	\$	3,500.00	\$	35,000.00	\$	4,900.00	\$	22,500.00	\$ 3,150.00
11	SP-2.04	ECOLOGICAL MANAGEMENT - YEAR 2	ACRE	0.14	\$ 30,000.00	\$	4,200.00	\$ 25,000.00	\$	3,500.00	\$	35,000.00	\$	4,900.00	\$	22,500.00	\$ 3,150.00
12	SP-2.04	ECOLOGICAL MANAGEMENT - YEAR 3	ACRE	0.14	\$ 30,000.00	\$	4,200.00	\$ 25,000.00	\$	3,500.00	\$	35,000.00	\$	4,900.00	\$	22,500.00	\$ 3,150.00
13	SP-2.06	BRUSH REMOVAL	ACRE	0.17	\$ 6,000.00	\$	1,020.00	\$ 30,000.00	\$	5,100.00	\$	15,000.00	\$	2,550.00	\$	6,000.00	\$ 1,020.00
14	SP-2.08	TREE, CARPINUS CAROLINIANA (BLUE BEECH), 2" CALIPER	EA	2	\$ 600.00	\$	1,200.00	\$ 900.00	\$	1,800.00	\$	850.00	\$	1,700.00	\$	850.00	\$ 1,700.00
15	SP-2.08	TREE, CORNUS ALTERNIFOLIA (PAGODA DOGWOOD), 2" CALIPER	EA	3	\$ 550.00	\$	1,650.00	\$ 900.00	\$	2,700.00	\$	850.00	\$	2,550.00	\$	850.00	\$ 2,550.00
16	SP-2.08	SHRUB, <i>CORNUS SERICEA</i> (RED TWIG DOGWOOD), 5-GALLON	EA	5	\$ 100.00	\$	500.00	\$ 300.00	\$	1,500.00	\$	350.00	\$	1,750.00	\$	350.00	\$ 1,750.00
17	SP-2.08	SHRUB, <i>HYDRANGEA</i> <i>ARBORESCENS</i> (SMOOTH HYDRANGEA), 5-GALLON	EA	5	\$ 110.00	\$	550.00	\$ 300.00	\$	1,500.00	\$	350.00	\$	1,750.00	\$	350.00	\$ 1,750.00

					Berger Conf	tracto	rs, Inc.		Copenhaver C	onstru	uction Inc.	А	Lamp Concrete	Cor	ntractors, Inc.	В	Benchmark Cons	truction Co., Inc.
NO.	SP	ITEM	UOM	QTY	PRICE	Е	XTENDED PRICE		PRICE	Е	EXTENDED PRICE		PRICE	E	EXTENDED PRICE		PRICE	EXTENDED PRICE
19	SP-2.09	ROLLED EROSION CONTROL PRODUCT	FT	1,488	\$ 9.00	\$	13,392.00	\$	15.00	\$	22,320.00	\$	1.00	\$	1,488.00	\$	8.00	\$ 11,904.00
20	SP-2.09	CONCRETE WASHOUT	EA	1	\$ 1,500.00	\$	1,500.00	\$	2,200.00	\$	2,200.00	\$	1,000.00	\$	1,000.00	\$	1,500.00	\$ 1,500.00
21	SP-2.09	CONSTRUCTION ENTRANCE	SQ YD	610	\$ 34.00	\$	20,740.00	\$	10.00	\$	6,100.00	\$	12.75	\$	7,777.50	\$	55.00	\$ 33,550.00
22	SP-2.09	INLET PROTECTION	EA	20	\$ 290.00	\$	5,800.00	\$	140.00	\$	2,800.00	\$	15.00	\$	300.00	\$	160.00	\$ 3,200.00
23	SP-2.10	TREE PROTECTION FENCE	FT	389	\$ 4.00	\$	1,556.00	\$	10.00	\$	3,890.00	\$	1.00	\$	389.00	\$	8.00	\$ 3,112.00
24	SP-2.11	SOIL SAMPLING AND TESTING	LS	1	\$ 4,950.00	\$	4,950.00	₩	6,000.00	65	6,000.00	\$	1,500.00	\$	1,500.00	\$	12,000.00	\$ 12,000.00
25	25000110	SEEDING, CLASS 1	ACRE	0.07	\$ 10,000.00	\$	700.00	₩	30,000.00	65	2,100.00	\$	20,000.00	\$	1,400.00	\$	4,500.00	\$ 315.00
26	25100630	EROSION CONTROL BLANKET	SQ YD	2,000	\$ 1.50	\$	3,000.00	₩	3.00	65	6,000.00	\$	5.00	\$	10,000.00	\$	2.60	\$ 5,200.00
27	28100107	STONE RIPRAP, CLASS A4	SQ YD	212	\$ 165.00	\$	34,980.00	\$	110.00	\$	23,320.00	\$	115.00	\$	24,380.00	\$	192.00	\$ 40,704.00
28	28200200	FILTER FABRIC	SQ YD	212	\$ 3.00	\$	636.00	\$	5.00	\$	1,060.00	\$	3.00	\$	636.00	\$	2.00	\$ 424.00
29	SP-2.12	MAILBOX TO BE RELOCATED	EA	1	\$ 500.00	\$	500.00	\$	500.00	\$	500.00	\$	250.00	\$	250.00	\$	850.00	\$ 850.00
30	35101600	AGGREGATE BASE COURSE, TYPE B 4"	SQ YD	26	\$ 28.00	\$	728.00	\$	20.00	\$	520.00	\$	13.00	\$	338.00	\$	25.00	\$ 650.00
31	40201000	AGGREGATE FOR TEMPORARY ACCESS	TON	100	\$ 55.00	\$	5,500.00	\$	20.00	\$	2,000.00	\$	1.00	\$	100.00	\$	90.00	\$ 9,000.00
32	40200300	AGGREGATE SURFACE COURSE, TYPE A 4"	SQ YD	26	\$ 28.00	\$	728.00	\$	20.00	\$	520.00	\$	16.75	\$	435.50	\$	25.00	\$ 650.00
33	SP-3.01	CLASS D PATCH, 5 INCH (MODIFIED)	SQ YD	831	\$ 112.00	\$	93,072.00	\$	73.00	\$	60,663.00	\$	50.00	\$	41,550.00	\$	53.00	\$ 44,043.00
34	SP-3.01	CLASS D PATCH, 7 INCH (MODIFIED)	SQ YD	17	\$ 155.00	\$	2,635.00	\$	220.00	\$	3,740.00	\$	84.00	\$	1,428.00	\$	116.00	\$ 1,972.00
35	SP-3.02	SURFACE PATCH	SQ YD	1,756	\$ 20.00	\$	35,120.00	\$	34.00	\$	59,704.00	\$	20.00	\$	35,120.00	\$	30.00	\$ 52,680.00
36	SP-3.03	DRIVEWAY PAVEMENT, REMOVE AND REPLACE	SQ YD	72	\$ 67.50	\$	4,860.00	\$	110.00	\$	7,920.00	\$	69.00	\$	4,968.00	\$	160.00	\$ 11,520.00

					Berger Con	tracto	rs, Inc.	Copenhaver C	onstru	uction Inc.	А	Lamp Concrete	e Cor	ntractors, Inc.	Е	Benchmark Cons	truction Co., Inc.
NO.	SP	ITEM	UOM	QTY	PRICE	E	EXTENDED PRICE	PRICE	E	EXTENDED PRICE		PRICE	E	EXTENDED PRICE		PRICE	EXTENDED PRICE
37	SP-3.04	CONCRETE RIBBON CURB, 18", REMOVE AND REPLACE	FT	496	\$ 54.00	\$	26,784.00	\$ 45.00	\$	22,320.00	\$	55.00	\$	27,280.00	\$	60.00	\$ 29,760.00
38	54213687	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 42"	EA	1	\$ 7,825.00	\$	7,825.00	\$ 7,000.00	\$	7,000.00	\$	29,100.00	\$	29,100.00	\$	9,200.00	\$ 9,200.00
39	SP-4.01	STORM SEWERS, RCP, TYPE 1 15"	FT	13	\$ 112.00	\$	1,456.00	\$ 170.00	\$	2,210.00	\$	156.00	\$	2,028.00	\$	268.00	\$ 3,484.00
40	SP-4.01	STORM SEWERS, RCP, TYPE 2 15"	FT	79	\$ 74.00	\$	5,846.00	\$ 150.00	\$	11,850.00	\$	205.00	\$	16,195.00	\$	268.00	\$ 21,172.00
41	SP-4.01	STORM SEWERS, RCP, TYPE 2 24"	FT	16	\$ 198.00	\$	3,168.00	\$ 210.00	\$	3,360.00	\$	231.00	\$	3,696.00	\$	352.00	\$ 5,632.00
42	SP-4.01	STORM SEWERS, RCP, TYPE 2 27"	FT	159	\$ 255.00	\$	40,545.00	\$ 290.00	\$	46,110.00	\$	317.00	\$	50,403.00	\$	265.00	\$ 42,135.00
43	SP-4.01	STORM SEWERS, RCP, TYPE 2 36"	FT	209	\$ 263.00	\$	54,967.00	\$ 228.00	\$	47,652.00	\$	370.00	\$	77,330.00	\$	450.00	\$ 94,050.00
44	SP-4.01	STORM SEWERS, RCP, TYPE 3 36"	FT	30	\$ 263.00	\$	7,890.00	\$ 410.00	\$	12,300.00	\$	465.00	\$	13,950.00	\$	450.00	\$ 13,500.00
45	SP-4.01	STORM SEWERS, RCP, TYPE 4 36"	FT	1,299	\$ 263.00	\$	341,637.00	\$ 318.00	\$	413,082.00	\$	466.00	\$	605,334.00	\$	398.00	\$ 517,002.00
46	SP-4.01	STORM SEWERS, RCP, TYPE 4 42"	FT	269	\$ 310.00	\$	83,390.00	\$ 396.00	\$	106,524.00	\$	476.00	\$	128,044.00	\$	485.00	\$ 130,465.00
47	SP-4.02	STORM SEWERS JACKED IN PLACE, 27"	FT	151	\$ 115.00	\$	17,365.00	\$ 910.00	\$	137,410.00	\$	262.00	\$	39,562.00	\$	527.00	\$ 79,577.00
48	SP-4.02	STEEL CASINGS FOR 27IN DIA STORM SEWER	FT	151	\$ 1,635.00	\$	246,885.00	\$ 450.00	\$	67,950.00	\$	1,492.00	\$	225,292.00	\$	867.00	\$ 130,917.00
49	SP-4.04	TRENCH BACKFILL, SPECIAL	CU YD	3,490	\$ 74.00	\$	258,260.00	\$ 20.00	\$	69,800.00	\$	35.00	\$	122,150.00	\$	72.00	\$ 251,280.00
50	SP-4.06	CATCH BASINS, TYPE A, 4'- DIAMETER, EJIW V-3610-8 F&G	EA	1	\$ 5,800.00	\$	5,800.00	\$ 3,600.00	\$	3,600.00	\$	4,950.00	\$	4,950.00	\$	5,800.00	\$ 5,800.00
51	SP-4.06	CATCH BASINS, TYPE A, 4'- DIAMETER, EJIW V-6488-0 G	EA	5	\$ 4,000.00	\$	20,000.00	\$ 3,600.00	\$	18,000.00	\$	4,775.00	\$	23,875.00	\$	5,800.00	\$ 29,000.00
52	60218400	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EA	4	\$ 8,200.00	\$	32,800.00	\$ 5,000.00	\$	20,000.00	\$	8,125.00	\$	32,500.00	\$	6,500.00	\$ 26,000.00
53	60221000	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, OPEN LID	EA	1	\$ 11,500.00	\$	11,500.00	\$ 9,900.00	\$	9,900.00	\$	9,750.00	\$	9,750.00	\$	11,900.00	\$ 11,900.00
54	60221100	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EA	3	\$ 11,500.00	\$	34,500.00	\$ 9,700.00	\$	29,100.00	\$	10,600.00	\$	31,800.00	\$	11,900.00	\$ 35,700.00

					Berger C	ontrad	ctors, Inc.	Copenhaver C	onst	truction Inc.	Α	Lamp Concrete	: Co	ntractors, Inc.	В	Benchmark Cons	struct	tion Co., Inc.
NO.	SP	ITEM	UOM	QTY	PRICE		EXTENDED PRICE	PRICE		EXTENDED PRICE		PRICE		EXTENDED PRICE		PRICE	E	EXTENDED PRICE
55	60223700	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, OPEN LID	EA	1	\$ 21,000.	0 \$	21,000.00	\$ 16,000.00	\$	16,000.00	\$	17,325.00	\$	17,325.00	\$	16,512.00	\$	16,512.00
56	60223800	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EA	2	\$ 21,000.0	0 \$	42,000.00	\$ 16,000.00	\$	32,000.00	\$	17,325.00	\$	34,650.00	\$	16,512.00	\$	33,024.00
57		THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FT	50	\$ 15.0	0 \$	750.00	\$ 16.00	\$	800.00	\$	25.00	69	1,250.00	\$	65.00	\$	3,250.00
58	78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FT	28	\$ 30.0	0 \$	840.00	\$ 55.00	\$	1,540.00	\$	33.00	\$	924.00	\$	120.00	\$	3,360.00
59	67100100	MOBILIZATION	LS	1	\$ 100,000.0	0 \$	100,000.00	\$ 140,000.00	\$	140,000.00	\$	119,900.00	\$	119,900.00	\$	125,000.00	\$	125,000.00
60	SP-1.22	PRECONSTRUCTION VIDEO TAPING	LS	1	\$ 2,500.0	0 \$	2,500.00	\$ 2,200.00	\$	2,200.00	\$	950.00	\$	950.00	\$	3,000.00	\$	3,000.00
61	SP-1.24	TRAFFIC CONTROL AND PROTECTION	LS	1	\$ 99,000.0	0 \$	99,000.00	\$ 312,000.00	\$	312,000.00	\$	168,400.00	69	168,400.00	\$	50,000.00	\$	50,000.00
62	SP_1 33	CONSTRUCTION LAYOUT, STAKING AND AS-BUILTS	LS	1	\$ 19,000.0	0 \$	19,000.00	\$ 41,000.00	\$	41,000.00	\$	11,900.00	\$	11,900.00	\$	9,802.00	\$	9,802.00
					TOTAL BASE E	ID \$	1,793,837.00		\$	1,853,742.13			\$	1,998,923.00			\$	1,997,271.00

#### ITEMS ORDERED BY ENGINEER

1	20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	59	\$ 28.00	\$ 1,652.00	\$ 50.00	\$ 2,950.00	\$ 32.00	\$ 1,888.00	\$	1,652.00
2	25000110	SEEDING, CLASS 1	ACRE	0.01	\$ 10,000.00	\$ 100.00	\$ 30,000.00	\$ 300.00	\$ 20,000.00	\$ 200.00	\$	45.00
3	20101700	SUPPLEMENTAL WATERING	UNIT	2	\$ 150.00	\$ 300.00	\$ 0.01	\$ 0.02	\$ 1.00	\$ 2.00	\$	320.00
4	SP-1.35	CHANGEABLE MESSAGE SIGNS	EA	2	\$ 7,000.00	\$ 14,000.00	\$ 1,500.00	\$ 3,000.00	\$ 2,000.00	\$ 4,000.00	\$	14,000.00
5	SP-2.06	CONTAMINATED WASTE DISPOSAL	CU YD	300	\$ 101.00	\$ 30,300.00	\$ 80.00	\$ 24,000.00	\$ 90.00	\$ 27,000.00	\$	25,800.00
6		CLASS D PATCH, 7 INCH (MODIFIED)	SQ YD	82	\$ 155.00	\$ 12,710.00	\$ 90.00	\$ 7,380.00	\$ 84.00	\$ 6,888.00	\$	9,512.00
7	SP-3.02	SURFACE PATCH	SQ YD	1,376	\$ 20.00	\$ 27,520.00	\$ 34.00	\$ 46,784.00	\$ 14.00	\$ 19,264.00	\$	41,280.00
8		DRIVEWAY PAVEMENT, REMOVE AND REPLACE	SQ YD	7	\$ 67.50	\$ 472.50	\$ 130.00	\$ 910.00	\$ 69.00	\$ 483.00	\$	1,120.00

					Berger Con	tracto	ors, Inc.	Copenhaver C	onstr	ruction Inc.	Α	Lamp Concrete	Con	ntractors, Inc.	Benchmark Cons	structi	on Co., Inc.
NO.	SP	ITEM	UOM	QTY	PRICE	ı	EXTENDED PRICE	PRICE	E	EXTENDED PRICE		PRICE	E	EXTENDED PRICE	PRICE	E	XTENDED PRICE
9	SP-3 DA	CONCRETE RIBBON CURB, 18", REMOVE AND REPLACE	FT	50	\$ 52.00	\$	2,600.00	\$ 71.00	\$	3,550.00	\$	55.00	\$	2,750.00		\$	3,000.00
10	SP-4.01	STORM SEWERS, PVC, TYPE 2 12"	FT	50	\$ 108.00	\$	5,400.00	\$ 182.00	\$	9,100.00	\$	165.00	\$	8,250.00		\$	9,000.00
11	SP-4.01	STORM SEWERS, PVC, TYPE 2 15"	FT	50	\$ 120.00	\$	6,000.00	\$ 195.00	\$	9,750.00	\$	210.00	\$	10,500.00		\$	9,000.00
12	SP-4.04	TRENCH BACKFILL, SPECIAL	CU YD	500	\$ 74.00	\$	37,000.00	\$ 53.00	\$	26,500.00	\$	36.00	\$	18,000.00		\$	36,000.00
		TOTAL ITEM	S ORDEI	RED BY	ENGINEER (IOBE)	\$	138,054.50		\$	134,224.02			\$	99,225.00		\$	150,729.00

TOTAL BASE BID	49	1,793,837.00	
TOTAL ITEMS ORDERED BY ENGINEER (IOBE)	\$	138,054.50	
CONTINGENCY		\$100,000	
GRAND TOTAL (BASE BID + IOBE + CONTINGENCY)	\$	2,031,891.50	

3	1,853,742.13	\$	1,998,923.00
3	134,224.02	\$	99,225.00
	\$100,000		\$100,000
	2,087,966.15	\$	2,198,148.00
	·		

\$ 1,997,271.00
\$ 150,729.00
\$100,000
\$ 2,248,000.00

NOTES

Bid Opening 06/18/2024 @ 2:30 PM	NE,SH,CV,RC,DW
Invitations Sent	150
Total Vendors Requesting Documents	2
Total Bid Responses	8



# **Required Vendor Ethics Disclosure Statement**

Failure to complete and return this form may result in delay or cancellation of the

Date:_	6/6/24
	<del>4/4.4</del>

dIC.	ontra	-+/DC	١	
u/ u.	JILLIA	LUEV	ıtt.	

or to award: one (1) or more consure of all political any incumbent consult benefit. The consult benefit of the consult benefit benefit of the consult benefit bene	ontracts, or two (2) I campaign county board ontractor, union enewal requiring a managers.
or to award: one (1) or more consure of all political of any incumbent convill benefit. The conchange order or reses owners, officers, ities under the con	ontracts, or two (2) I campaign county board ontractor, union enewal requiring a managers.
one (1) or more co sure of all political any incumbent co will benefit. The co change order or re es owners, officers, ities under the cor	ounty board county board contractor, union enewal requiring a managers.
ities under the cor	ntrol of the
Amount/Value	Date Made
ne names and cont nty officers or emp	tact information of ployees in relation
	il h may include, but

The full text for the county's ethics and procurement policies and ordinances are available at: http://www.dupagecounty.gov/government/county board/ethics at the county/

I hereby acknowledge that I have received, have read, and understand these requirements.		
Authorized Signature		
Printed Name	Robert Kutrovats	
Title	President	
Date	6/6/24	

Attach additional sheets if necessary. Sign each sheet and number each page. Page of

• With any request for change order except those issued by the county for administrative adjustments



File #: SM-P-0019-24 Agenda Date: 7/2/2024 Agenda #: 18.E.

# EASEMENT AGREEMENT BETWEEN THE FOREST PRESERVE DISTRICT OF DUPAGE COUNTY AND THE COUNTY OF DUPAGE FOR A STORMWATER SEWER WITHIN YORK/HIGH RIDGE FOREST PRESERVE

WHEREAS, the DISTRICT owns certain property commonly known as the York/High Ridge Forest Preserve (hereinafter "York/High Ridge"); and

WHEREAS, the COUNTY is in the design stage for the Luther High Ridge Flood Relief Stormwater Sewer Project to reduce stormwater ponding in Roosevelt Road within unincorporated York Township; and

WHEREAS, the COUNTY has requested to use a certain portion of York/High Ridge for the construction of a stormwater sewer (hereinafter "PROJECT"); and

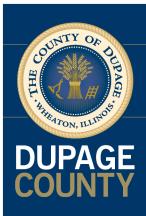
WHEREAS, the COUNTY has requested that the DISTRICT grant a permanent easement for the proposed stormwater sewer improvements and a temporary easement for the work area and grading; and

WHEREAS, the DISTRICT and the COUNTY are municipalities as defined in Section 1(c) of the Local Government Property Transfer Act, 50 ILCS 605/1(c), hereinafter referred to as the "Transfer Act"; and

WHEREAS, Section 2 of the Transfer Act authorizes transfers of real estate, or interests therein, between municipalities for any public purpose upon such terms as are agreed to by the corporate authorities of the respective municipalities; and

WHEREAS, in accordance with Section 2 of the Transfer Act, the COUNTY, pursuant to a duly passed ordinance, has determined that it is necessary to be granted a permanent easement for the proposed stormwater sewer improvements and a temporary easement for work area and grading; and

File #: SM-P-0019-24	<b>Agenda Date:</b> 7/2/2024	<b>Agenda #:</b> 18.E.
	BE RESOLVED, the DISTRICT has deterrelifare to grant the COUNTY a permanent experts herein.	
Enacted and appr	oved this 9th day of July, 2024 at Wheaton,	Illinois.
		DEBORAH A. CONROY, CHAIR DU PAGE COUNTY BOARD
	Attest:	
	JEAN	KACZMAREK, COUNTY CLERK



# STORMWATER MANAGEMENT

#### MEMORANDUM

Date: June 20, 2024

To: Stormwater Management Committee

From: Robert Covey, P.E., Senior Project Engineer

Re: Luther – High Ridge Drainage Project (ARPA) –Easement Agreement w/

Forest Preserve District of DuPage County

DuPage County Stormwater Management, through its Watershed Planning Program, has been working to implement various projects outlined in the Sugar Creek Watershed Plan. The watershed plan, which was approved by the County Board on August 21, 2018, includes several recommended projects to reduce flooding and improve water quality throughout the watershed. Staff from Stormwater Management have been working with staff from York Township, Village of Lombard, and the Forest Preserve District of DuPage County to implement one of the projects: the Luther – High Ridge Drainage Project. DuPage County has received ARPA funding in the amount of \$179,266,585 with a portion of these funds being allocated to Stormwater projects. The Stormwater Management Department has received a portion of the ARPA funds to be used for construction of new projects. The Luther – High Ridge Drainage Project will be funded through ARPA and will provide critical reduction in flood depth and duration along Luther Avenue in unincorporated York Township. Stormwater staff also worked with the Illinois Department of Transportation to expedite the storm sewer crossing of the Illinois 38 (Roosevelt Road) right-of-way.

Stormwater Management staff has worked with an engineering consultant to design and permit final construction documents of the proposed stormwater project. The proposed solution will include the installation of a new storm sewer to collect storm water from upstream of Roosevelt Road and convey the water downstream to the High Ridge Forest Preserve north of Edwards Street. The new reinforced concrete storm sewer will range in size from 27" diameter at the start of the project, up to 42" diameter at the downstream end of the project. There will also be several small pipe connections and local road inlets that will help alleviate some ponding water along the project route. Restoration of the pavement areas has been coordinated with York Township Highway Department so as not to duplicate pavement reconstruction work in the near future. Reductions in flood elevations upstream of Roosevelt Road provide for a 25-year level of service. In the case of a 25-year design storm event, Luther Avenue would have

Watershed Management

Water Quality

**Floodplain Mapping** 

Regulatory **Services** 

**Flood Operations** & Maintenance

Shared Services



some water on the pavement, but the road would still be passable for vehicle traffic. In addition, some tree clearing and vegetation removal will take place along the project route and within the High Ridge Forest Preserve in order to facilitate the construction of the improvements. As part of the final project restoration, the wetland buffer within the High Ridge Forest Preserve will be fully restored and improved over existing conditions.

An Easement Agreement is required between DuPage County and the Forest Preserve District of DuPage County in order to facilitate the construction of the drainage improvements. The majority of the improvements will be taking place within the township right-of-way, however the downstream portion of the work will take place in the High Ridge Forest Preserve. This Easement Agreement with the Forest Preserve District will include a permanent drainage easement which will provide DuPage County Stormwater Management the appropriate permissions to operate, inspect, and maintain the improvements on District property in perpetuity.

The Easement Agreement also outlines several fees required to be paid by DuPage County for the easements in the amount of \$41,677.38. Tree Value fees for the project have been negotiated with the Forest Preserve District and the District has agreed to waive these specific fees for this project.

**Action Requested**: Staff is requesting approval of the Easement Agreement with the Forest Preserve District of DuPage County for the Luther – High Ridge Drainage Improvement Project along with the corresponding Ordinance.



	SECTION 1:	DESCRIPTION			
General Tracking		Contract Terms			
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$41,677.38		
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 07/02/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$41,677.38		
	CURRENT TERM TOTAL COST: \$41,677.38	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM		
Vendor Information		Department Information			
VENDOR: DuPage County Forest Preserve	VENDOR #: 21345	DEPT: Stormwater Management	DEPT CONTACT NAME: Robert Covey		
VENDOR CONTACT: Kevin Stough	VENDOR CONTACT PHONE: 630-933-7235	DEPT CONTACT PHONE #: (630)407-6714	DEPT CONTACT EMAIL: robert.covey@dupagecounty.gov		
VENDOR CONTACT EMAIL: kstough@dupageforest.org	VENDOR WEBSITE: dupageforest.org	DEPT REQ #: 1600-2418	1		

#### 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.). Easement Agreement with the Forest Preserve outlines required easement and tree value fees.

 ${\it JUSTIFICATION\ Summarize\ why\ this\ procurement\ is\ necessary\ and\ what\ objectives\ will\ be\ accomplished}$ 

The agreement is necessary for DuPage County Stormwater to proceed with the Luther - High Ridge (ARPA) project.

	SECTION 2: DECISION MEMO REQUIREMENTS
DECISION MEMO NOT REQUIRED IGA (INTERGOVERNMENTAL AGREI	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

	SECTION 3: DECISION MEMO
SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

Form under revision control 05/17/2024 905

	SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION
JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement.
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information							
Send Purci	hase Order To:	Send	d Invoices To:				
Vendor: DuPage County Forest Preserve	Vendor#: 21345	Dept: Division: Stormwater Management  Attn: Email:					
Attn: Kevin Stough	Email: kstough@dupageforest.org	Attn: Robert Covey	Email: robert.covey@dupagecounty.gov				
Address: 3 S 580 Naperville Road	City: Wheaton	Address: City: 421 N. County Farm Rd. Wheaton					
State: IL	Zip: 60189	State:         Zip:           IL         60187					
Phone: 630-933-7200	Fax:	Phone: 630-407-6714	Fax:				
Send Po	ayments To:		Ship to:				
Vendor: SAME	Vendor#:	Dept: SAME	Division:				
Attn:	Email:	Attn:	Email:				
Address:	City:	Address:	City:				
State:	Zip:	State:	Zip:				
Phone:	Fax:	Phone:	Fax:				
Shipping		Cor	ntract Dates				
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jul 9, 2024	Contract End Date (PO25): June 30, 2025				

Form under revision control 05/17/2024 906

					Purchas	se Requis	ition Lin	e Details			
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1 1 EA Temp Easement FY24 1600 3000 53830 3,677.38 3,677.38							3,677.38			
2 1 EA Permanent Easement Fees FY24 1600 3000 54000 38,000.00 38,0						38,000.00					
FYis	s require	d, ensure	the correct FY i	s selected.					'	Requisition Total	\$ 41,677.38

	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.

Form under revision control 05/17/2024 907

Prepared by and Return to:
Land Preservation Manager
Forest Preserve District of DuPage County
P.O. Box 5000
Wheaton, IL 60189-5000

Property Address: Vacant Land on North Side of Edward Street and West of Addison Avenue Lombard, Illinois 60148 P.I.N.: 06-16-401-003 (part)

# EASEMENT AGREEMENT BETWEEN THE FOREST PRESERVE DISTRICT OF DUPAGE COUNTY AND COUNTY OF DUPAGE FOR A STORMWATER SEWER WITHIN YORK/HIGH RIDGE FOREST PRESERVE

THIS EASEMENT AGREEMENT (hereinafter referred to as the "Agreement") is effective upon being signed by all parties and is made and entered into by and between the Forest Preserve District of DuPage County, a body politic and corporate (hereinafter referred to as the "DISTRICT") and the County of DuPage, a body politic and corporate (hereinafter referred to as the "COUNTY"). The DISTRICT and the COUNTY are sometimes referred herein individually as a "Party" and collectively as the "Parties."

#### WITNESSETH:

WHEREAS, the DISTRICT owns certain property commonly known as the York/High Ridge Forest Preserve (hereinafter "York/High Ridge"); and

WHEREAS, the COUNTY is in the design stage for the Luther High Ridge Flood Relief Stormwater Sewer Project to reduce stormwater ponding in Roosevelt Road within unincorporated York Township; and

WHEREAS, the COUNTY has requested to use a certain portion of York/High Ridge for the construction of a stormwater sewer (hereinafter "PROJECT"); and

WHEREAS, the COUNTY has requested that the DISTRICT grant a permanent easement for the proposed stormwater sewer improvements and a temporary easement for the work area and grading; and

WHEREAS, the DISTRICT and the COUNTY are municipalities as defined in Section 1(c) of the Local Government Property Transfer Act, 50 ILCS 605/1(c), hereinafter referred to as the "Transfer Act"; and

WHEREAS, Section 2 of the Transfer Act authorizes transfers of real estate, or interests therein, between municipalities for any public purpose upon such terms as are agreed to by the corporate authorities of the respective municipalities; and

WHEREAS, in accordance with Section 2 of the Transfer Act, the COUNTY, pursuant to a duly passed ordinance, has determined that it is necessary to be granted a permanent easement for the proposed stormwater sewer improvements and a temporary easement for work area and grading; and

WHEREAS, the DISTRICT has determined that it is reasonable, necessary and in the public interest and welfare to grant the COUNTY a permanent easement and temporary easements subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing preambles and the promises, terms and conditions set forth herein, the Parties agree as follows:

#### 1.0 INCORPORATION OF RECITALS

1.1 The recitals set forth above are incorporated herein and made a part of this Agreement.

#### 2.0 <u>EASEMENTS GRANTED</u>

- 2.1 The DISTRICT hereby grants the COUNTY a non-exclusive, permanent easement for the construction and future operation, maintenance and replacement of a stormwater sewer and stormwater water improvements in a certain portion of York/High Ridge as depicted in the easement exhibit attached hereto and incorporated herein as **Exhibit A** and legally described in **Exhibit B**, attached hereto and incorporated herein (hereinafter "Permanent Easement Premises") on the terms and conditions as provided for in this Agreement.
- 2.2 The DISTRICT also hereby grants the COUNTY a non-exclusive, temporary easement for work area and to conduct grading in a certain portion of York/High Ridge as depicted in the easement exhibit attached hereto as Exhibit A (hereinafter "Temporary Easement Premises") on the terms and conditions as provided for in this Agreement.
- 2.3 The temporary easement shall expire upon DISTRICT written acceptance of the restoration of all disturbed areas.

#### 3.0 SCOPE OF PROJECT

- 3.1 The PROJECT is located within York/High Ridge as depicted in Exhibit A. The Parties have agreed that the PROJECT work shall be as depicted and described in the plan drawings, prepared by Engineering Resource Associates and dated May 7, 2024 (hereinafter referred to as "Final Plan"). The Final Plan shall be deemed incorporated herein by reference but without attaching said document hereto due to its size.
- 3.2 The COUNTY intends to begin construction of the PROJECT no earlier than October 1, 2024, with substantial completion anticipated on or before June 30, 2025.
- 3.3 The Parties agree that the PROJECT work shall be consistent with the terms and conditions of each and every permit and, or, approval issued by any regulatory authority having jurisdiction over the PROJECT.
- 3.4 The COUNTY shall notify the DISTRICT'S designated project representative (Kevin Stough, kstough@dupageforest.org) no less than five business days prior to the first access to the Permanent Easement Premises and Temporary Easement Premises. The COUNTY shall notify the DISTRICT no less than 14 business days prior to any in-river work so that the

DISTRICT can perform mussel relocation in advance of the work. The COUNTY shall notify the DISTRICT no less than six weeks prior to any future construction project within the Permanent Easement Premises related to the compensatory storage in accordance with the notice provisions in paragraph 12.0 herein. The COUNTY shall make any independent contractor accessing the Permanent Easement Premises and Temporary Easement Premises aware of the terms and conditions of this Agreement.

3.5 The COUNTY shall notify the DISTRICT'S designated project representative within two days after the completion of the restoration of the Permanent Easement Premises and Temporary Easement Premises.

#### 4.0 EASEMENT FEE

- 4.1 The DISTRICT'S Ordinance 96-096 (Rules and Regulations for Easements and Licenses) provides that easement fees are based on 1) an easement fee and 2) the value of the trees within an easement. The fee for the permanent easement is \$38,000.00, which is based on a land value of \$200,000 per acre (\$200,000 X 0.19 acres = \$38,000.00). The fee for the temporary easement is \$3,677.38, which is based on \$26,267 per acre (\$26,267 X 0.14 acres The total of the fees for the permanent and temporary easements is \$41,677.38. The COUNTY intends to remove only a portion of the trees within the Permanent Easement Premises and Temporary Easement Premises as referenced in the Tree Survey Report prepared by Engineering Resources Associates and revision dated 4/11/2024, attached hereto and incorporated herein as Exhibit C. The total tree value fee is \$65,170.00 as calculated in the Tree Value Table attached hereto and incorporated herein as Exhibit D. Ordinance 96-096 also authorizes the DISTRICT to accept in-kind services and construction of improvements in lieu of paying easement fees. The COUNTY has requested that the natural resource restoration work within West Branch Forest Preserve (2022 Smith Road Storm Sewer Easement Agreement) be accepted by the DISTRICT in lieu of paying tree removal fees. The DISTRICT agrees to the COUNTY'S natural resource restoration work within West Branch Forest Preserve as payment in lieu of paying tree removal fees. The total easement fee shall be paid to the DISTRICT prior to the execution of this Agreement by the DISTRICT.
- 4.2 Upon COUNTY written notice of the completion of the PROJECT to the DISTRICT, the COUNTY shall provide the DISTRICT with an updated Tree Survey Report which identifies all of the trees removed within the Permanent Easement Premises and Temporary Easement Premises. After DISTRICT inspection and confirmation of the total number of trees removed, the DISTRICT will prepare an updated Tree Value Table to establish a final tree value fee. If the final tree value exceeds the original tree value identified in Exhibit F, the COUNTY will pay the DISTRICT the balance of the tree value fee. If the COUNTY removes any trees within the Permanent Easement Premises in the future, the County shall pay the DISTRICT the requisite tree removal fees then in existence in the DISTRICT'S regulations.

#### 5.0 PERMITS AND APPROVALS

5.1 The COUNTY shall complete the design of the PROJECT, including all plan sets, drawings, specifications, and cost estimates. The COUNTY agrees to cooperate with the DISTRICT regarding any significant proposed changes, alterations, or modifications to the Final Plans that materially affect the DISTRICT including, but not limited to any field adjustments or

- change orders, by providing reasonable advance notification and opportunity for review and comment.
- 5.2 The COUNTY shall obtain all necessary permits or other approvals required for the stormwater improvements. The COUNTY shall also comply with all applicable federal, state, and local laws, rules, and regulations (including, but not limited to, those relating to safety) whenever it performs any work on the Permanent Easement Premises and Temporary Easement Premises or exercises any rights conferred under this Agreement.
- 5.3 The COUNTY agrees to provide the DISTRICT with as-built record drawings of the PROJECT within 90 days following completion of the PROJECT.

#### 6.0 INSURANCE

- 6.1 The COUNTY is self-insured and does not purchase insurance on a case-by-case basis. Before beginning any PROJECT work and any future work (as referenced in paragraph 9.0) within the Permanent Easement Premises, the COUNTY shall require each of its contractors and consultants (including their sub-contractors) to obtain the following minimum insurance coverages, which shall be maintained in force until the COUNTY has furnished the DISTRICT with a letter certifying that all PROJECT work, restoration work, and future work has been completed:
  - (a) Workers' Compensation Insurance with limits as required by the applicable statutes of the State of Illinois.
  - (b) Employer's Liability Insurance with limits of not less than \$1,000,000.00 each accident/injury; \$500,000.00 each employee/disease.
  - (c) Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence bodily injury/ property damage combined single limit; \$2,000,000 aggregate bodily injury/property damage combined single limit. The policy of Commercial General Liability Insurance shall provide "occurrence" based coverage and shall include an endorsement naming the DISTRICT as an additional insured. The Commercial General Liability policy shall include, but not be limited to, the following:
    - (i) premises/operations coverage;
    - (ii) products/completed operations coverage;
    - (iii) contractual liability coverage (specifically covering the indemnification obligations referred to in paragraph 10);
    - (iv) personal injury coverage (with the employment exclusion deleted);
    - (v) broad form property damage coverage;
    - (vi) explosion, collapse, and underground coverage; and
    - (vii) independent contractor liability coverage.
  - (d) Comprehensive Motor Vehicle Liability Insurance with limits of not less than \$2,000,000 each accident bodily injury/property damage combined single limit.
  - (e) Umbrella/excess liability insurance shall be in force for a minimum limit of \$1,000,000 per each occurrence bodily injury/property damage combined single limit. The umbrella coverage shall apply in excess above the limits stated in subparagraphs (b) and (c).

The foregoing insurance coverage shall be provided by companies authorized to transact business in the State of Illinois and acceptable to and approved by the Parties. The COUNTY

shall provide the DISTRICT with Certificates of Insurance from their contractors and consultants and if requested, copies of the policies or endorsements issued by the insurers. Each certificate and policy shall provide that no cancellation or modification of the policy will occur without at least 30 days' prior written notice to the DISTRICT. The COUNTY shall not allow any contractor or consultant to commence work on properties owned by the DISTRICT until all the insurance coverage required under this paragraph have been obtained and satisfactory evidence thereof has been furnished in writing to the DISTRICT. Each contract between the COUNTY and a contractor and, or consultant, performing work on the properties owned by the DISTRICT shall provide that the DISTRICT is intended as a third-party beneficiary of the insurance obligation that is required of the contractor, or consultant, under this paragraph. The DISTRICT may require, as part of their pre-bid comments, that any COUNTY-hired vendor performing work on DISTRICT property maintain insurance coverage in higher amounts and, or, that such coverage include specific endorsements. The COUNTY shall maintain during the term of this Agreement, as part of their self-insurance, a policy of Commercial General Liability Insurance providing coverage for bodily injury and property damage claims arising on or from the use of the Permanent Easement Premises.

#### 7.0 CONSTRUCTION ACTIVITY

- 7.1 All construction activities shall be confined to the Permanent Easement Premises and Temporary Easement Premises. No construction personnel or equipment shall be permitted outside the Permanent Easement Premises and Temporary Easement Premises while engaged in construction activities. The COUNTY shall install temporary construction fencing or silt fencing at the boundary of the Permanent Easement Premises and Temporary Easement Premises prior to starting the work.
- 7.2 The DISTRICT shall not be responsible for or have control over the construction means, methods, techniques, or procedures with respect to the construction of the PROJECT. In no event shall the DISTRICT be responsible for or have any obligation with respect to the safety of any person performing work on the Permanent Easement Premises and Temporary Easement Premises, including, but not limited to, the employees of the COUNTY or of any contractor, subcontractor, agent, or consultant.
- 7.3 The COUNTY shall maintain the Permanent Easement Premises and Temporary Easement Premises in accordance with applicable safety rules and regulations.
- 7.4 In the event the COUNTY, its employees or agents, or any contractor or subcontractor engaged to perform work on the Permanent Easement Premises and Temporary Easement Premises causes any damage to trees, shrubs, or other vegetation or landscaping, or any improvements lying outside the boundaries thereof, the COUNTY shall pay the cost of replacement in the case of trees, shrubs or other vegetation, and in the case of landscaping or improvements, shall pay the cost of restoration and repair. Said costs shall be calculated at current replacement costs as reasonably determined by the DISTRICT for all material, labor, and incidentals necessary for a complete restoration and repair. In addition to paying for the cost of restoration and repair, the COUNTY shall pay the DISTRICT an amount equal to 15 percent of the cost of restoration and repair for administrative and supervision expenses.

#### 8.0 RESTORATION

- 8.1 Following completion of the PROJECT, all areas affected or disturbed within the Permanent Easement Premises and Temporary Easement Premises shall be restored in accordance with the Final Plan. The COUNTY'S restoration of the Permanent Easement Premises and Temporary Easement Premises is subject to DISTRICT inspection and acceptance.
- 8.2 If the COUNTY fails to properly restore the Permanent Easement Premises and Temporary Easement Premises within 30 days of service of the DISTRICT'S written demand for the restoration work, the DISTRICT shall have the right to take such action as it deems necessary to perform the restoration or corrective work, which shall include the authority to (a) perform the work with its own personnel and (b) engage the services of an independent contractor to perform the work. The COUNTY shall reimburse the DISTRICT for costs associated with said DISTRICT restoration or corrective work within 30 days of service of the DISTRICT'S written demand for payment. In addition to paying for the cost of restoration or corrective work, the COUNTY shall pay the DISTRICT an amount equal to 15 percent of the cost of restoration and corrective work for administrative and supervision expenses.

#### 9.0 FUTURE WORK

9.1 The COUNTY shall provide written notice to the DISTRICT no less than 60 days prior to access to the Permanent Easement Premises for any major work. The COUNTY shall notify the DISTRICT'S designated project representative no less than five business days prior to access to the Permanent Easement Premises for any minor maintenance work.

#### 10.0 INDEMNIFICATION

- 10.1 To the extent permitted by law, the COUNTY shall defend, save, and hold harmless the DISTRICT, its elected officials, officers, employees and agents from any and all claims, liabilities, causes of action, losses, damages and for all costs and expenses related thereto, including, without limitation, reasonable attorney and expert witness fees that may at any time arise or be claimed by any person or entity as a result of bodily injury, sickness, death or property damage, or as a result of any other claim or suit of any nature whatsoever, allegedly arising out of or in any manner connected with, directly or indirectly, the construction activities, when such bodily injury, sickness, death, property damage or other claim is allegedly caused by a negligent or intentional act or omission on the part of the COUNTY or its contractors, subcontractors, engineers, consultants, employees, or agents.
- 10.2 To the extent permitted by law, the COUNTY shall also defend, save, hold harmless and indemnify the DISTRICT from any and all claims, liabilities, causes of action, losses and damages that may arise or be claimed by any person or entity for bodily injury, sickness, death or property damage, or for any other claim or suit of any nature whatsoever, arising from or in any manner connected with, directly or indirectly, any defect in the proposed stormwater sewer and swale caused by defective materials, workmanship or construction methods.
- 10.3 The obligation on the part of the COUNTY to defend, hold harmless and indemnify the DISTRICT relative to the activities contemplated within this Agreement is perpetual. Nothing contained herein shall be construed as prohibiting the COUNTY, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them and/or the DISTRICT. The COUNTY

- does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. by reason of indemnification or insurance.
- 10.4 The COUNTY shall require each contractor who performs any work on the Permanent Easement Premises and Temporary Easement Premises, to defend, hold harmless and indemnify the DISTRICT to the same extent as required of the COUNTY under paragraph 10.0.
- 10.5 The COUNTY shall promptly pay all costs and expenses relating to any and all work within the Permanent Easement Premises and Temporary Easement Premises and shall not allow any liens on DISTRICT property as a result of the work. To the extent permitted by law, the COUNTY shall defend, indemnify, and hold the DISTRICT harmless from any and all liens, costs and expenses arising from any work performed under this Agreement.

#### 11.0 BREACH OF AGREEMENT

- 11.1 If a Party reasonably believes that a breach of this Agreement has occurred or is occurring, the Party shall serve written notice thereof upon the Party committing or permitting such breach to occur, specifying in detail the breach and the facts supporting such claim. The Party alleged to have committed the breach shall have 30 days within which to cure the violation. If the Party in violation is the COUNTY, and the COUNTY fails to cure the breach within the 30-day period, the DISTRICT may pursue monetary damages or specific performance provided that the 30-day cure period shall be extended for a reasonable time if the COUNTY has undertaken to cure the breach within the 30-day period and continues to diligently and in good faith to complete the corrective action.
- 11.2 Action by any Party to enforce this Agreement shall be without prejudice to the exercise of any other rights provided herein or by law or in equity to remedy a breach of this Agreement, subject to the terms of the preceding Paragraph 11.1.
- 11.3 A waiver by a Party of any breach of one or more of the terms of this Agreement on the part of the other Party shall not constitute a waiver of any subsequent or other breach of the same or other term, nor shall the failure on the part of a Party to require exact, full and complete compliance with any of the terms contained herein be construed as changing the terms of this Agreement or estopping a Party from enforcing full compliance with the provisions set forth herein. No delay, failure, or omission of a Party to exercise any right, power, privilege or option arising from a breach shall impair any right, privilege or option, or be construed as a waiver or acquiescence in such breach or as a relinquishment of any right. No option, right, power, remedy or privilege of the Parties shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, power, privileges, and remedies given the Parties under this Agreement and by law shall be cumulative.

#### 12.0 NOTICES

12.1 All notices required to be given under the terms of this Agreement shall be in writing and served by certified or registered mail, return receipt requested, properly addressed with the postage prepaid and deposited in the United States mail. Notices served upon the DISTRICT shall be directed to the Executive Director, Forest Preserve District of DuPage County, P.O. Box 5000, Wheaton, IL 60189-5000. Notices served upon COUNTY shall be directed to the Director, DuPage County Department of Stormwater Management, County of DuPage, 421 N. County Farm Road, Wheaton, Illinois 60187. Any Party may designate a new location for

service of notices by serving notice of the change in accordance with the requirements of this paragraph.

#### 13.0 MISCELLANEOUS TERMS

- 13.1 All rights, title and privileges herein granted, including all benefits and burdens, shall be binding upon and inure to the benefit of the Parties hereto, their respective successors and assigns.
- 13.2 The DISTRICT hereby reserves the right to use, or permit to be used, the Permanent Easement Premises in any manner that will not prevent or materially interfere with the exercise by the COUNTY of the rights granted herein.
- 13.3 If any Party initiates any legal proceeding or action, whether at law or in equity, to enforce any provision of this Agreement, the prevailing Party (as determined by the court) shall be entitled to recover its reasonable costs and expenses incurred in connection with said proceeding or action, including, but not limited to, reasonable expert witness and attorney fees.
- 13.4 The DISTRICT shall be responsible for recording this Agreement, at its expense, in the Office of the Recorder of Deeds, DuPage County, and for providing the COUNTY with a recorded copy.
- 13.5 The provisions set forth herein represent the entire agreement between the Parties and supersede any previous oral or written agreements, as it is the intent of the Parties to provide for a complete integration within the terms of this Agreement. No provision may be modified in any respect unless such modification is in writing, duly approved and signed by all Parties.
- 13.6 This Agreement shall be construed in accordance with the laws of the State of Illinois. The jurisdiction and venue for resolving any disputes concerning the Parties respective performance, or failure to perform, under this Agreement, shall be in the 18th Judicial Circuit Court, DuPage County, Illinois.
- 13.7 This Agreement shall be executed in duplicate, and each Party shall retain a fully executed original, all of which shall be deemed to be one Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates stated below.

DUPAGE COUNTY	COUNTY OF DUPAGE
BY: Daniel Hebreard, President	BY: Deborah A. Conroy, Chair, DuPage County Board
ATTEST: Judith Malahy, Secretary	ATTEST: Jean Kaczmarek, County Clerk
Date signed:	Date signed:

#### **LEGAL DESCRIPTION:**

#### **PERMANENT EASEMENT DESCRIPTION:**

THAT PART OF LOT 33 IN YORK TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NUMBER TWO (ALSO KNOWN AS WESTMORE LANDS) DESCRIBED BY COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 33; THENCE RUNNING EAST ALONG THE SOUTH LINE OF SAID LOT 33 A DISTANCE OF 101.96 FEET TO THE POINT OF BEGINNING; THENCE NORTHERLY ALONG A LINE 101.79 FEET EASTERLY OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 33 A DISTANCE OF 265.00 FEET: THENCE NORTHWESTERLY 19.71 FEET TO A LINE 89.84 FEET EASTERLY OF AND PARALLEL WITH SAID WEST LINE OF LOT 33; THENCE NORTHERLY ALONG SAID PARALLEL LINE A DISTANCE OF 70.00 FEET; THENCE EASTERLY ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT 33 A DISTANCE OF 40.00 FEET; THENCE SOUTHWESTERLY A DISTANCE OF 69.98 FEET TO A POINT ON THE WEST LINE OF THE EAST 11.0 FEET OF LOT 33; THENCE SOUTH ON SAID WEST LINE OF THE EAST 11.0 FEET A DISTANCE OF 280.00 FEET TO THE SOUTH LINE OF SAID LOT 33 ALSO BEING THE NORTH LINE OF EDWARD STREET; THENCE WEST ALONG THE NORTH LINE OF SAID EDWARD STREET A DISTANCE OF 20.04 FEET TO THE POINT OF BEGINNING, BEING PART OF THE SOUTH HALF OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE SAID ASSESSMENT PLAT RECORDED AUGUST 23, 1943 AS DOCUMENT 452576, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 06-16-401-003 (part)

		High Ridge Fores	High Ridge Forest Preserve Tree Inventory	ory		<15 & R	<15 & Removed	>15" re	>15" removed
Tree #	Size (in.)	Scientific Name	Common Name	Condition	Removal	<15"	Removed	>15"	Removed
837	14	14 Ulmus pumila	Siberian Elm	Fair		yes	ı	no	
838	10	10 Malus domestica	Common Apple	Fair	×	yes	10 r	no	
839	7	7 Rhamnus cathartica	Buckthorn	Good	×	yes	7 7	no	
840	16	16 Malus domestica	Common Apple	Poor	X	no	<u>`</u>	yes	16
841	31	Acer saccharinum	Silver Maple	Fair		no	\ 	yes	
842	20	20 Malus domestica	Common Apple	Dead	×	no	\ 	yes	20
843	18	18 Pinus strobus	White Pine	Good		no	\	yes	
844	18	18 Pinus strobus	White Pine	Good		no	\	yes	
845	10	10 Juglans nigra	Black Walnut	Good	×	yes	10 r	ou	
846	14	14 Populus alba	White Poplar	Poor	X	yes	14 no	01	
847	15	15 Populus alba	White Poplar	Fair	×	yes	15 r	ou	
848	13	13 Populus alba	White Poplar	Fair	X	yes	13 r	no	
849	2	Juglans nigra	Black Walnut	Good	×	yes	5 r	no	
850	78	26 Populus alba	White Poplar	Good		no	\	yes	
851	33	33 Populus alba	White Poplar	Fair	×	no	\	yes	33
852	4	4 Thuja occidentalis	Arborvitae	Good		yes	ı	no	
853	4	4 Thuja occidentalis	Arborvitae	Good		yes	ı	no	
854	3	3 Thuja occidentalis	Arborvitae	Good		yes	-	no	
855	5	5 Thuja occidentalis	Arborvitae	Good		yes	ľ	no	
856	4	Thuja occidentalis	Arborvitae	Good		yes	ı	no	
857	5	Thuja occidentalis	Arborvitae	Good		yes	ı	no	
857	4	4 Thuja occidentalis	Arborvitae	Good		yes		no	
859	2	5 Thuja occidentalis	Arborvitae	Good		yes	_	no	
860	5	5 Thuja occidentalis	Arborvitae	Good		yes		no	
861	3	3 Thuja occidentalis	Arborvitae	Good		yes	ľ	no	
861	4	4 Thuja occidentalis	Arborvitae	Good		yes	_	no	
862	4	4 Thuja occidentalis	Arborvitae	Good		yes	ı	no	
863	3	Thuja occidentalis	Arborvitae	Good		yes	-	no	
863	3	Thuja occidentalis	Arborvitae	Good		yes	1	no	
864	3	3 Thuja occidentalis	Arborvitae	Good		yes	-	no	
214	8	8 Acer negundo	Boxelder	Poor	×	yes	8	no	
215	7	7 Acer negundo	Boxelder	Poor	×	yes	7 no	о <u>г</u>	

216	9 Acer negundo	Boxelder	Dead	X	yes	ou 6	
217	10 Acer saccharinum	Silver Maple	Poor	×	yes	10 no	
218	10 Juglans nigra	Black Walnut	Fair	×	yes	10 no	
219	9 Acer negundo	Boxelder	Dead	×	yes	ou 6	
220	25 Prunus serotina	Black Cherry	Dead	×	no	yes	25
221	6 Ulmus americana	American Elm	Fair	×	yes	ou 9	
222	6 Acer saccharinum	Silver Maple	Dead		yes	ou	
223	11 Ulmus americana	American Elm	Good		yes	no	
					TOTAL	133 TOTAL	94

4/11/2024

Bradley Earnest Certified Arborist # IL-9808-A

- ess than 30% of the crown appears to be in good health. A fair rated tree may exhibit some minor issues but is otherwise in good health, and a good The condition rating scale used considers trees to be in poor health when significant mechanical or insect damage, absence of canopy growth, or ated tree is either in excellent condition or was noted to only exhibit minor health problems or mechanical damage.
- Rating is based on tree health and structural integrity where trees with structural issues may be considered in poor condition even if there is no ndication of internal health problems or declining status.
  - Adjacent private property trees requiring protective fencing will be protected using perimeter construction fencing instead of individual tree
- Install Tree Protection Fence per Tree Protection Plan prior to any construction activity
- Fence the public portion (parkways) of the entire Tree Protection Zones with a 6' chain-link fence to prevent wounds to the parkway tree(s) as well as soil compaction prior to any construction activity. Post the fence with a sign stating "Tree Protection Zone – Keep Out"
- At no time shall any equipment, materials, supplies or fill soil be allowed in the Tree Protection Zones.
- The entire Tree Protection Zone(s) should be mulched to improve the growing conditions for tree roots, and minimize the maintenance of the parkway lawn.
- Tree Protection Zone is the designated area that encompasses and entire tree canopy.
- This tree preservation plan incorporates all reasonable steps necessary to minimize damage to trees on property and adjacent to the property.
- The row of arborviate along the north limits of the FPD access route should be preserved to the extent practicable. If removal is required to complete the project, compansation will be paid as an additional fee in accordance with this table.

# DuPage County Easement Agreement York-High Ridge FOREST PRESERVE DISTRICT DUPAGE COUNTY - TREE VALUE TABLE

Diameter Squared x 0.785 x \$36.00 Sq.In. x 75% x 75% x 75% Base Value x Species x Condition x Location

CALIPER	COST	NO.	TOTAL	CALIPER	COST	NO.	TOTAL
1"	\$81.00	<u> </u>	\$0.00	22"	\$5,770.00		\$0.00
1.5"	\$114.00		\$0.00	23"	\$6,306.00		\$0.00
2"	\$139.00		\$0.00	24"	\$6,867.00		\$0.00
2.5"	\$187.00		\$0.00	25"	\$7,451.00		\$0.00
3"	\$233.00	5	\$1,165.00	26"	\$8,059.00	1	\$8,059.00
3.5"	\$276.00		\$0.00	27"	\$8,691.00		\$0.00
4"	\$319.00	6	\$1,914.00	28"	\$9,347.00		\$0.00
4.5"	\$367.00		\$0.00	29"	\$10,026.00		\$0.00
5"	\$423.00	6	\$2,538.00	30"	\$10,729.00		\$0.00
5.5"	\$473.00		\$0.00	31"	\$11,457.00	1	\$11,457.00
6"	\$545.00	1	\$545.00	32"	\$12,208.00		\$0.00
7"	\$584.00	1	\$584.00	33"	\$12,983.00	1	\$12,983.00
8"	\$763.00	1	\$763.00	34"	\$13,782.00		\$0.00
9"	\$965.00		\$0.00	35"	\$14,605.00		\$0.00
10"	\$1,192.00	3	\$3,576.00	36"	\$15,451.00		\$0.00
11"	\$1,442.00	1	\$1,442.00	37"	\$16,321.00		\$0.00
12"	\$1,716.00		\$0.00	38"	\$17,216.00		\$0.00
13"	\$2,014.00	1	\$2,014.00	39"	\$18,134.00		\$0.00
14"	\$2,336.00	2	\$4,672.00	40"	\$19,075.00		\$0.00
15"	\$2,682.00	1	\$2,682.00	41"	\$20,041.00		\$0.00
16"	\$3,052.00	1	\$3,052.00	42"	\$21,030.00		\$0.00
17"	\$3,445.00		\$0.00	43"	\$22,044.00		\$0.00
18"	\$3,862.00	2	\$7,724.00	44"	\$23,081.00		\$0.00
19"	\$4,304.00		\$0.00	45"	\$24,142.00		\$0.00
20"	\$4,768.00		\$0.00	46"	\$25,227.00		<u>\$0.00</u>
21"	\$5,257.00		<u>\$0.00</u>				
Total			\$32,671.00				\$32,499.00
Grand Total							\$65.170.00

#### Stormwater Ordinance

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



# ORDINANCE NO. SM-O-0001-24 DECLARING THE ASSIGNMENT OF EASEMENTS FROM THE FOREST PRESERVE OF DUPAGE COUNTY TO THE COUNTY OF DUPAGE NECESSARY AND CONVENIENT TO THE COUNTY OF DUPAGE FOR THE LUTHER - HIGH RIDGE DRAINAGE IMPROVEMENT PROJECT IN THE HIGH RIDGE FOREST PRESERVE

WHEREAS, the County of DuPage (hereinafter referred to as "COUNTY") proposes to improve drainage by constructing storm sewers and swales, generally located along Luther Avenue, between Roosevelt Road and the High Ridge Forest Preserve, and within the Forest District of DuPage County (hereinafter referred to as "DISTRICT") owned property, all within unincorporated York Township (hereinafter referred to as "PROJECT"); and

WHEREAS, the COUNTY hereby determines that it is reasonable, necessary and in the best interest of the COUNTY to acquire both a permanent and a temporary easement from the DISTRICT for the PROJECT (See Exhibit A attached hereto); and

WHEREAS, the DISTRICT is empowered to assign easements to the COUNTY pursuant to the authority conferred by the Local Government Property Transfer Act, 50 ILCS 605/0.01 et seq. (hereinafter "TRANSFER ACT"); and

WHEREAS, the COUNTY and the DISTRICT are municipalities as defined in Section 1 (c) of the TRANSFER ACT; and

WHEREAS, Section 2 of the TRANSFER ACT authorizes the conveyance of real property from one municipality to another municipality upon two-thirds vote of the corporate authorities of the transferor municipality; and

WHEREAS, as a condition precedent to a conveyance under Section 2 of the TRANSFER ACT, the transferee, the COUNTY, must first declare by ordinance "that it is necessary or convenient for it to use, occupy or improve" the real estate held by the transferor municipality; and

NOW, THEREFORE, BE IT ORDAINED by the DuPage County Board that the recitals set forth above are incorporated herein and made a part hereof; and

File #: SM-O-0001-24	Agenda Date: 7/2/2024	Agenda #: 18.F.
	·	•

BE IT FURTHER ORDAINED that the COUNTY hereby declares that "it is necessary or convenient for it to use, occupy or improve" the permanent and temporary easement premises, currently owned by the DISTRICT, for the above-referenced PROJECT; and

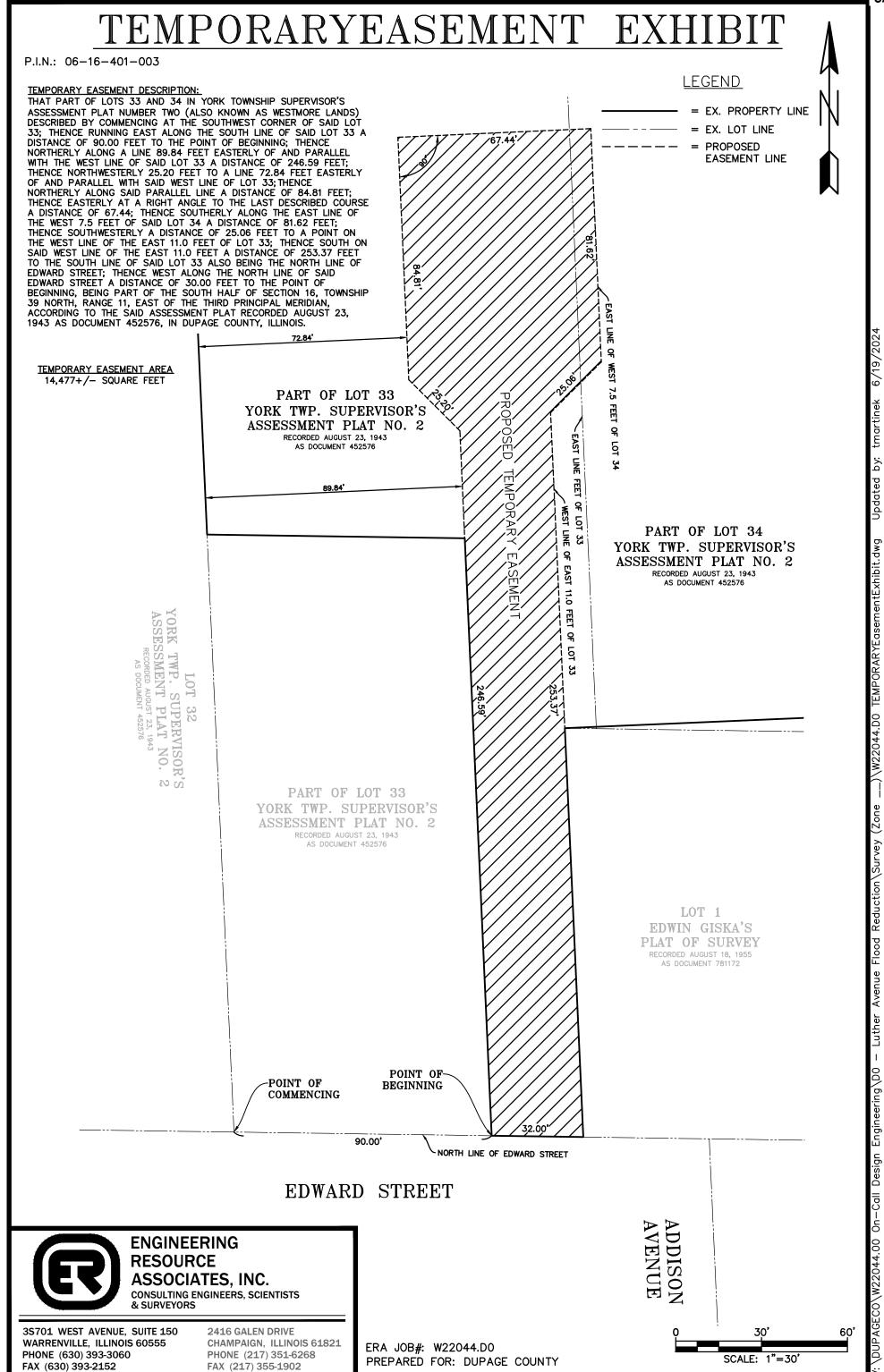
BE IT FURTHER ORDAINED that the Director of the Department of Stormwater is hereby authorized to execute on behalf of the COUNTY the attached AGREEMENT necessary towards accepting the Easement Premises therein referenced; and

BE IT FURTHER ORDAINED that the Clerk is hereby directed to transmit two duplicate originals of this Ordinance to the DISTRICT, by and through the Department of Stormwater.

Enacted and approved this 9th day of July, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR	?
DU PAGE COUNTY BOARI	)

JEAN KACZMAREK, COUNTY CLERK



# Authorization to Travel







# **DuPage County Employee Overnight Business Travel Expense Reimbursement**

# Request

This expense form is used to request advance approval for County reimbursement of **overnight travel expenses**. Advance approval is required for County reimbursement for all overnight travel whether in-state or out-of-state. After travel is completed, a separate <u>Overnight Business Travel Report Form</u> must be completed and submitted to receive reimbursement for travel expenses.

Elected Officials subject to 50 ILCS 150/15 should not use this Overnight Business Travel Request Form. Applicable form for Elected Officials subject to 50 ILCS 150/15.

Do not use this form for travel that does not include an overnight stay. Advance approval is not required for travel that does not include an overnight stay.

Written documentation is not required for approval prior to travel. However, complete itemized documentation is required for reimbursement after travel.

Please review the County's Business Travel Expense Policy before completing this form.

The County's Business Travel Expense Policy: ["Yes"]

**Employee Name:** 

Empolyee Email Address:

Department: GIS/IT

Supervisor Email: Anthony.McPhearson@dupagecounty.gov

# **Description of the Requested Business Travel**

Description of conference, training or other out of town event: Collaborate and learn in a dynamic environment by attending user presentations and interactive workshops. Meet one-on-one with Esri subject matter experts to ask questions, share ideas, and uncover ways to advance my work. Accepting the SAG Award (Special Achievement in GIS Award) for the county's Police Transparency Portal Application. Here are three projects I think will benefit from my attendance: AI with GIS using GEOAI Roadway Management Solution for DOT ArcGIS Enterprise Deployment

Start date of conference, training or other out of town event: 07-15-2024 End date of conference, training or other out of town event: 07-19-2024

**Departure travel date:** 07-14-2024 **Return travel date:** 07-19-2024

If travel dates extend before or after the dates related to the purpose of travel, explain why the additional travel days are necessary: We are traveling out on Sunday as the User Conference starts first thing on Monday the 15th.

# Estimate of costs for the requested business travel

**Budget Account Code:** 1100-2900-53510-0000

Registration fees for conference, training or event: \$0

Form of Payment:

Estimated transportation cost to and from location: \$836

Describe methods of transportation to and from location: Southwest Airlines out of Chicago Midway to San

Diego Airport

**Rental Vehicle request:** 

Provide estimated rental car cost: \$ Describe reason(s) for vehicle rental:

**Business Travel Expense Policy - Supplemental Insurance:** 

**Total Estimated Lodging Costs: \$2418** 

**Description of lodging needs, including number of nights and cost per night:** It will be 5 nights at \$483.60

per night

# **Meal Per Diem Policy**

See Business Travel Expense Policy Section 6.0 regarding meal per diems. Individual meals, including room service, are not reimbursable and meal receipts are not required or accepted. Tips are included in the per diem and are not reimbursable. Per diems are paid at 100% of applicable GSA CONUS rates for non-travel days and at 75% of applicable GSA CONUS rates for the travel day at the beginning of the trip and the travel day for returning from the trip.

See the per diem rates at <a href="https://www.gsa.gov/travel/plan-book/per-diem-rates">https://www.gsa.gov/travel/plan-book/per-diem-rates</a>.

Estimate Total Per Diem expenses: \$407 Estimate such additional expenses: \$0 Describe expected additional expenses:

Estimated total cost of the requested Overnight Business Travel: \$3661

#### **Confirmation and Submission**

By typing my name below, the employee submitting this request certifies that the information provided herein accurately describes the proposed business travel and the requested travel expenses are my best estimate of the costs and expenses related to that travel. I understand that this request requires advance approval by my Department Head and the Parent Committee Chair (if the total is not more than \$2,500) or the Parent Committee (if the total is more than \$2,500).

**Employee Name:** 



#### **Instructions for Immediate Supervisor other than Department Head**

Please review this Overnight Business Travel Request Form. If you approve the requested travel, please forward the form by email to the Department Head and indicate your approval.

#### **Instructions for Department Head**

Please review this Overnight Business Travel Request Form. If you approve the requested travel, please print this form, sign below, scan and email to the Chair of the relevant Parent Committee.

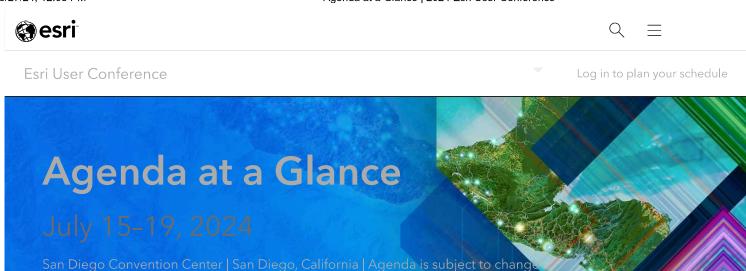
#### **Instructions for Parent Committee Chair**

Please review this Overnight Business Travel Request Form. If \$2,500 or less, and you approve the requested travel, please print this form, sign below, scan, and return via email to the Department Head. If more than \$2,500, place this item on the agenda of the relevant Parent Committee. After approval by the Parent Committee, please print this form, sign below, scan, and return via email to the Department Head.

# Department Head: Date: Committee Chair: Date: If the request is over \$2,500 the Committee Chair certifies that the travel was approved by a majority vote at a scheduled meeting of the Parent Committee Committee Name:

**REVIEWED BY AND DATE APPROVED:** 

Meeting Date:



Mon 15 Jul







# Monday

8:30 a.m.

Esri UC Plenary Session: Part 1 of 3

Review the detailed agenda  $\rightarrow$ 

8:30 a.m. – 10:30 a.m.

9 Halls F-H, Ground Level

Plenary

11:00 a.m.

Esri UC Plenary Session: Part 2 of 3

11:00 a.m. – 12:30 p.m.

9 Halls F-H, Ground Level

Plenary

2:00 p.m.

# Esri UC Plenary Session Conclusion

2:00 p.m. – 3:30 p.m.

0 Halls F-H, Ground Level

Plenary

3:30 p.m.

#### Academic Fair

3:30 p.m. – 5:00 p.m.

<sup>®</sup> Ballroom 20 Foyer, Upper Level

Conference Activity

4:00 p.m.

### Map Gallery Reception

4:00 p.m. – 6:00 p.m.

O Sails Pavilion, Upper Level

Conference Activity

5:00 p.m.

# Lightning Talks

5:00 p.m. - 6:30 p.m.

<sup>0</sup> Ballroom 20 D, Upper Level

Lightning Talk

# Tuesday

6:30 a.m.

# Morning Yoga

6:30 a.m. – 7:30 a.m.

Separate Registration Required

<sup>®</sup> Hilton San Diego Bayfront–Promenade Plaza

7:00 a.m.

# Special Interest Group Meetings

7:00 a.m. - 8:00 a.m.

**O Various Rooms** 

Special Interest Group Meeting

8:00 a.m.

#### Map Lounge

8:00 a.m. - 6:00 p.m.

9 Sails Pavilion, Upper Level

Conference Activity

8:30 a.m.

#### Technical Sessions and User Presentations

8:30 a.m. - 5:00 p.m.

**O Various Rooms** 

#### Esri Kids Fair

8:30 a.m. – 5:30 p.m.

<sup>0</sup> Marriott Marquis, Pacific Ballroom Salon 18

Conference Activity

9:00 a.m.

#### Expo

9:00 a.m. - 6:00 p.m.

9 Halls A-D, Ground Level

Ехро

11:30 a.m.

# Special Interest Group Meetings

11:30 a.m. – 12:30 p.m.

**O Various Rooms** 

Special Presentation

# Wednesday

6:30 a.m.

#### Esri 5K Fun Run/Walk

6:30 a.m. - 8:00 a.m.

Separate Registration Required

<sup>0</sup> Hilton San Diego Bayfront to Embarcadero Boardwalk

Conference Activity

7:00 a.m.

# Special Interest Group Meetings

7:00 a.m. - 8:00 a.m.

**O Various Rooms** 

Special Interest Group Meeting

8:00 a.m.

# Map Lounge

8:00 a.m. - 6:00 p.m.

<sup>0</sup> Sails Pavilion, Upper Level

Conference Activity

8:30 a.m.

#### Technical Sessions and User Presentations

8:30 a.m. – 5:00 p.m.

**O Various Rooms** 

#### Esri Kids Fair

8:30 a.m. – 5:00 p.m.

<sup>®</sup> Marriott Marquis, Pacific Ballroom Salon 18

Conference Activity

9:00 a.m.

#### Expo

9:00 a.m. - 6:00 p.m.

0 Halls A-D, Ground Level

Ехро

11:30 a.m.

# Special Interest Group Meetings

11:30 a.m. – 12:30 p.m.

**O Various Rooms** 

Special Interest Group Meeting

3:30 p.m.

# Esri Awards Ceremony

3:30 p.m. – 5:30 p.m.

9 Hall F, Ground Level

Conference Activity

# Thursday

6:30 a.m.

# Morning Yoga

6:30 a.m. - 7:30 a.m.

Separate Registration Required

<sup>0</sup> Hilton San Diego Bayfront–Promenade Plaza

Conference Activity

7:00 a.m.

# Special Interest Group Meetings

7:00 a.m. - 8:00 a.m.

**O Various Rooms** 

Special Interest Group Meeting

8:00 a.m.

#### Map Lounge

8:00 a.m. – 5:00 p.m.

<sup>®</sup> Sails Pavilion, Upper Level

Conference Activity

8:30 a.m.

#### Esri Kids Fair

8:30 a.m. - 2:00 p.m.

<sup>0</sup> Marriott Marquis, Pacific Ballroom Salon 18

Conference Activity

#### Technical Sessions and User Presentations

8:30 a.m. - 5:00 p.m.

**O Various Rooms** 

9:00 a.m.

## Ехро

9:00 a.m. - 4:00 p.m.

9 Halls A-D, Ground Level

Expo

11:30 a.m.

# Special Interest Group Meetings

11:30 a.m. – 12:30 p.m.

Special Interest Group Meeting

5:30 p.m.

# Thursday Night Party

5:30 p.m. – 10:00 p.m.

Social Activity

# Friday

9:00 a.m.

#### **Technical Sessions**

9:00 a.m. - 10:00 a.m.

**O Various Rooms** 

Technical Workshop

10:30 a.m.

## Closing Session

10:30 a.m. – 12:00 p.m.

9 Hall F, Ground Level

Closing Session

Agenda is subject to change

# Register for the Esri User Conference

Get registration details

Log in to plan your schedule

Log in

#### Esri User Conference

Sign up for event updates

#### DATES AND LOCATION

July 15-19, 2024
San Diego Convention Center
111 West Harbor Drive | San Diego, CA 92101 | USA

#### RESOURCES

Proceedings

Code of Conduct

External Meeting Request

#### CONFERENCE HELP

1-888-377-4576 confregis@esri.com

ESRI EVENTS APP







Esri Home / About / Events / Esri User Conference / Agenda

#### ARCGIS

About ArcGIS

Mapping

ArcGIS Pro

ArcGIS Enterprise

ArcGIS Online

Developer APIs

ArcGIS Platform

Esri Store

ArcGIS Architecture Center

#### COMMUNITY

Esri Community

ArcGIS Blog

Industry Blog

User Research and Testing

Esri Young Professionals Network

Events

#### **UNDERSTANDING GIS**

What is GIS?

Location Intelligence

Training

ArcUser

ArcNews

ArcWatch

Esri Press

Esri Videos

#### COMPANY

About Esri

Contact Us

Careers

Open Vision

Partners

Code of Business Conduct

Environmental & Sustainability Statement

#### SPECIAL PROGRAMS

ArcGIS for Personal Use

ArcGIS for Student Use

Conservation
Disaster Response
Education
Nonprofit
COVID-19
Racial Equity
Privacy
Accessibility
Legal
Sitemap
Trust Center
Manage Cookies
<del>S</del>

Do Not Share My Personal Information

# Authorization to Travel







# **DuPage County Employee Overnight Business Travel Expense Reimbursement**

# Request

This expense form is used to request advance approval for County reimbursement of **overnight travel expenses**. Advance approval is required for County reimbursement for all overnight travel whether in-state or out-of-state. After travel is completed, a separate <u>Overnight Business Travel Report Form</u> must be completed and submitted to receive reimbursement for travel expenses.

Elected Officials subject to 50 ILCS 150/15 should not use this Overnight Business Travel Request Form. Applicable form for Elected Officials subject to 50 ILCS 150/15.

Do not use this form for travel that does not include an overnight stay. Advance approval is not required for travel that does not include an overnight stay.

Written documentation is not required for approval prior to travel. However, complete itemized documentation is required for reimbursement after travel.

Please review the County's Business Travel Expense Policy before completing this form.

The County's Business Travel Expense Policy : ["Yes"]

**Employee Name:** 

Empolyee Email Address:

Department: IT/GIS

Supervisor Email: tom.ricker@dupagecounty.gov

# **Description of the Requested Business Travel**

**Description of conference, training or other out of town event:** Collaborate and learn in a dynamic environment by attending user presentations and interactive workshops. Meet one-on-one with Esri subject matter experts to ask questions, share ideas, and uncover ways to advance my work. Accepting the SAG Award (Special Achievement in GIS Award) for the county's Police Transparency Portal Application. Here are three projects I think will benefit from my attendance: AI with GIS using GEOAI Roadway Management Solution for DOT ArcGIS Enterprise Deployment

Start date of conference, training or other out of town event: 07-15-2024 End date of conference, training or other out of town event: 07-19-2024

**Departure travel date:** 07-14-2024 **Return travel date:** 07-19-2024

If travel dates extend before or after the dates related to the purpose of travel, explain why the additional travel days are necessary: We are traveling out on Sunday as the User Conference starts first thing on Monday the 15th.

# Estimate of costs for the requested business travel

**Budget Account Code:** 1100-2900-53510-0000

Registration fees for conference, training or event: \$0

Form of Payment:

Estimated transportation cost to and from location: \$836

Describe methods of transportation to and from location: Southwest Airlines out of Chicago Midway to San

Diego Airport

**Rental Vehicle request:** 

**Provide estimated rental car cost: \$ Describe reason(s) for vehicle rental:** 

**Business Travel Expense Policy - Supplemental Insurance:** 

**Total Estimated Lodging Costs: \$2418** 

Description of lodging needs, including number of nights and cost per night: It will be 5 nights at \$483.60

per night

#### **Meal Per Diem Policy**

See Business Travel Expense Policy Section 6.0 regarding meal per diems. Individual meals, including room service, are not reimbursable and meal receipts are not required or accepted. Tips are included in the per diem and are not reimbursable. Per diems are paid at 100% of applicable GSA CONUS rates for non-travel days and at 75% of applicable GSA CONUS rates for the travel day at the beginning of the trip and the travel day for returning from the trip.

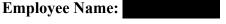
See the per diem rates at https://www.gsa.gov/travel/plan-book/per-diem-rates.

**Estimate Total Per Diem expenses: \$407** Estimate such additional expenses: \$0 **Describe expected additional expenses:** 

Estimated total cost of the requested Overnight Business Travel: \$3661

#### **Confirmation and Submission**

By typing my name below, the employee submitting this request certifies that the information provided herein accurately describes the proposed business travel and the requested travel expenses are my best estimate of the costs and expenses related to that travel. I understand that this request requires advance approval by my Department Head and the Parent Committee Chair (if the total is not more than \$2,500) or the Parent Committee (if the total is more than \$2,500).



#### **Instructions for Immediate Supervisor other than Department Head**

Please review this Overnight Business Travel Request Form. If you approve the requested travel, please forward the form by email to the Department Head and indicate your approval.

#### **Instructions for Department Head**

Please review this Overnight Business Travel Request Form. If you approve the requested travel, please print this form, sign below, scan and email to the Chair of the relevant Parent Committee.

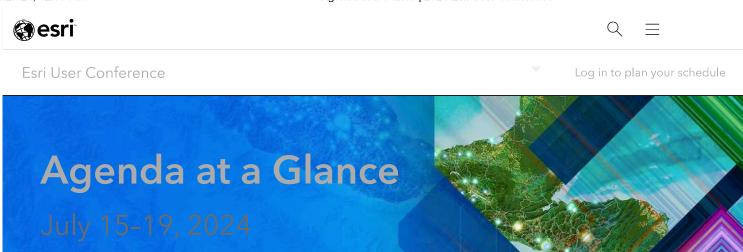
#### **Instructions for Parent Committee Chair**

Please review this Overnight Business Travel Request Form. If \$2,500 or less, and you approve the requested travel, please print this form, sign below, scan, and return via email to the Department Head. If more than \$2,500, place this item on the agenda of the relevant Parent Committee. After approval by the Parent Committee, please print this form, sign below, scan, and return via email to the Department Head.

# Department Head: Date: Committee Chair: Date: If the request is over \$2,500 the Committee Chair certifies that the travel was approved by a majority vote at a scheduled meeting of the Parent Committee Committee Name:

**REVIEWED BY AND DATE APPROVED:** 

Meeting Date:



San Diego Convention Center | San Diego, California | Agenda is subject to change

Mon 15 Jul







# Monday

8:30 a.m.

Esri UC Plenary Session: Part 1 of 3

Review the detailed agenda  $\rightarrow$ 

8:30 a.m. – 10:30 a.m.

9 Halls F-H, Ground Level

Plenary

11:00 a.m.

Esri UC Plenary Session: Part 2 of 3

11:00 a.m. – 12:30 p.m.

9 Halls F-H, Ground Level

Plenary

2:00 p.m.

# Esri UC Plenary Session Conclusion

2:00 p.m. – 3:30 p.m.

0 Halls F-H, Ground Level

Plenary

3:30 p.m.

#### Academic Fair

3:30 p.m. - 5:00 p.m.

<sup>0</sup> Ballroom 20 Foyer, Upper Level

Conference Activity

4:00 p.m.

# Map Gallery Reception

4:00 p.m. – 6:00 p.m.

Sails Pavilion, Upper Level

Conference Activity

5:00 p.m.

# Lightning Talks

5:00 p.m. - 6:30 p.m.

<sup>0</sup> Ballroom 20 D, Upper Level

Lightning Talk

# Tuesday

6:30 a.m.

# Morning Yoga

6:30 a.m. - 7:30 a.m.

Separate Registration Required

<sup>®</sup> Hilton San Diego Bayfront–Promenade Plaza

7:00 a.m.

# Special Interest Group Meetings

7:00 a.m. - 8:00 a.m.

**O Various Rooms** 

Special Interest Group Meeting

8:00 a.m.

#### Map Lounge

8:00 a.m. - 6:00 p.m.

<sup>®</sup> Sails Pavilion, Upper Level

Conference Activity

8:30 a.m.

#### Technical Sessions and User Presentations

8:30 a.m. - 5:00 p.m.

**O Various Rooms** 

#### Esri Kids Fair

8:30 a.m. – 5:30 p.m.

<sup>0</sup> Marriott Marquis, Pacific Ballroom Salon 18

Conference Activity

9:00 a.m.

#### Expo

9:00 a.m. - 6:00 p.m.

9 Halls A-D, Ground Level

Ехро

11:30 a.m.

# Special Interest Group Meetings

11:30 a.m. – 12:30 p.m.

**O Various Rooms** 

Special Presentation

# Wednesday

6:30 a.m.

#### Esri 5K Fun Run/Walk

6:30 a.m. - 8:00 a.m.

Separate Registration Required

<sup>0</sup> Hilton San Diego Bayfront to Embarcadero Boardwalk

Conference Activity

7:00 a.m.

# Special Interest Group Meetings

7:00 a.m. - 8:00 a.m.

**O Various Rooms** 

Special Interest Group Meeting

8:00 a.m.

# Map Lounge

8:00 a.m. - 6:00 p.m.

<sup>®</sup> Sails Pavilion, Upper Level

Conference Activity

8:30 a.m.

#### Technical Sessions and User Presentations

8:30 a.m. – 5:00 p.m.

**O Various Rooms** 

#### Esri Kids Fair

8:30 a.m. – 5:00 p.m.

<sup>®</sup> Marriott Marquis, Pacific Ballroom Salon 18

Conference Activity

9:00 a.m.

#### Expo

9:00 a.m. - 6:00 p.m.

0 Halls A-D, Ground Level

Ехро

11:30 a.m.

# Special Interest Group Meetings

11:30 a.m. – 12:30 p.m.

**O Various Rooms** 

Special Interest Group Meeting

3:30 p.m.

# Esri Awards Ceremony

3:30 p.m. – 5:30 p.m.

9 Hall F, Ground Level

Conference Activity

# Thursday

6:30 a.m.

# Morning Yoga

6:30 a.m. - 7:30 a.m.

Separate Registration Required

<sup>0</sup> Hilton San Diego Bayfront–Promenade Plaza

Conference Activity

7:00 a.m.

# Special Interest Group Meetings

7:00 a.m. - 8:00 a.m.

**O Various Rooms** 

Special Interest Group Meeting

8:00 a.m.

# Map Lounge

8:00 a.m. – 5:00 p.m.

<sup>®</sup> Sails Pavilion, Upper Level

Conference Activity

8:30 a.m.

#### Esri Kids Fair

8:30 a.m. - 2:00 p.m.

<sup>®</sup> Marriott Marquis, Pacific Ballroom Salon 18

Conference Activity

#### Technical Sessions and User Presentations

8:30 a.m. - 5:00 p.m.

**O Various Rooms** 

9:00 a.m.

# Ехро

9:00 a.m. - 4:00 p.m.

9 Halls A-D, Ground Level

Expo

11:30 a.m.

# Special Interest Group Meetings

11:30 a.m. – 12:30 p.m.

Special Interest Group Meeting

5:30 p.m.

# Thursday Night Party

5:30 p.m. – 10:00 p.m.

Social Activity

# Friday

9:00 a.m.

#### **Technical Sessions**

9:00 a.m. - 10:00 a.m.

**O Various Rooms** 

Technical Workshop

10:30 a.m.

# Closing Session

10:30 a.m. – 12:00 p.m.

9 Hall F, Ground Level

Closing Session

Agenda is subject to change

# Register for the Esri User Conference

Get registration details

Log in to plan your schedule

Log in

#### Esri User Conference

Sign up for event updates

#### DATES AND LOCATION

July 15-19, 2024
San Diego Convention Center
111 West Harbor Drive | San Diego, CA 92101 | USA

#### RESOURCES

Proceedings

Code of Conduct

External Meeting Request

#### CONFERENCE HELP

1-888-377-4576 confregis@esri.com

ESRI EVENTS APP







#### Esri Home / About / Events / Esri User Conference / Agenda

#### ARCGIS

About ArcGIS

Mapping

ArcGIS Pro

ArcGIS Enterprise

ArcGIS Online

Developer APIs

ArcGIS Platform

Esri Store

ArcGIS Architecture Center

#### COMMUNITY

Esri Community

ArcGIS Blog

Industry Blog

User Research and Testing

Esri Young Professionals Network

Events

#### **UNDERSTANDING GIS**

What is GIS?

Location Intelligence

Training

ArcUser

ArcNews

ArcWatch

Esri Press

Esri Videos

#### COMPANY

About Esri

Contact Us

Careers

Open Vision

Partners

Code of Business Conduct

Environmental & Sustainability Statement

#### SPECIAL PROGRAMS

ArcGIS for Personal Use

ArcGIS for Student Use

#### 6/27/24, 12:05 PM

Conservation

Disaster Response

 ${\sf Education}$ 

Nonprofit

COVID-19

Racial Equity

Privacy

Accessibility

Legal

Sitemap

Trust Center

Manage Cookies

Do Not Share My Personal Information