1. **CALL TO ORDER**

8:45 AM meeting was called to order by Chair Tonia Khouri at 8:45 AM.

2. **ROLL CALL**

   **PRESENT:** Eckhoff, Khouri, Krajewski, Wiley (Remote)
   **ABSENT:** Gavanes, DiCianni

   Member Greg Hart was also present.

3. **APPROVAL OF MINUTES**

   **A. Economic Development Committee - Regular Meeting - Jun 19, 2018 8:45 AM**

<table>
<thead>
<tr>
<th>RESULT:</th>
<th>ACCEPTED [UNANIMOUS]</th>
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<tr>
<td>MOVER:</td>
<td>Brian J Krajewski, District 3</td>
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<tr>
<td>SECONDER:</td>
<td>Kevin Wiley, District 6</td>
</tr>
<tr>
<td>AYES:</td>
<td>Eckhoff, Khouri, Krajewski, Wiley</td>
</tr>
<tr>
<td>ABSENT:</td>
<td>Gavanes, DiCianni</td>
</tr>
</tbody>
</table>

4. **CHAIRMAN'S REMARKS**

   None

5. **PUBLIC COMMENT**

   None

6. **INCUMBENT WORKER TRAINING MEMOS**

7. **INCUMBENT WORKER TRAINING MEMOS**

   Items accepted and placed on file.
RESULT: APPROVED [UNANIMOUS]
MOVER: Grant Eckhoff, District 4
SECONDER: Brian J Krajewski, District 3
AYES: Eckhoff, Khouri, Krajewski, Wiley
ABSENT: Gavanes, DiCianni

A. Incumbent Worker Training Memo - Abrasive Form

B. Incumbent Worker Training Memo - Associated

C. Incumbent Worker Training Memo - Cavero Coatings Company, LLC

D. Incumbent Worker Training Memo - Creative Panel Systems, Inc.

E. Incumbent Worker Training Memo - JD Norman Industries, Inc.

F. Incumbent Worker Training Memo - Peacock Colors, Inc.

8. GRANT PROPOSAL NOTIFICATION


RESULT: APPROVED [UNANIMOUS]
MOVER: Kevin Wiley, District 6
SECONDER: Brian J Krajewski, District 3
AYES: Eckhoff, Khouri, Krajewski, Wiley
ABSENT: Gavanes, DiCianni

9. RESOLUTIONS

A. FI-R-0386-18 RESOLUTION -- Acceptance and Appropriation of Additional Funding for the Illinois Department of Commerce and Economic Opportunity WIOA Rapid Response Layoffs and Closings Grant PY17 Inter-Governmental Agreement No. 17-651006 Company 5000 - Accounting Unit 2840 $54,630

RESULT: APPROVED [UNANIMOUS]
MOVER: Brian J Krajewski, District 3
SECONDER: Kevin Wiley, District 6
AYES: Eckhoff, Khouri, Krajewski, Wiley
ABSENT: Gavanes, DiCianni
B. FI-R-0387-18 RESOLUTION -- Acceptance and Appropriation of the Illinois Department of Commerce and Economic Opportunity WIOA Local Incentive Grant PY16 Agreement No. 16-632006 Company 5000- Accounting Unit 2840 $24,230

RESULT: APPROVED [UNANIMOUS]
MOVER: Kevin Wiley, District 6
SECONDER: Brian J Krajewski, District 3
AYES: Eckhoff, Khouri, Krajewski, Wiley
ABSENT: Gavanes, DiCianni

C. FI-R-0388-18 RESOLUTION -- Acceptance and Appropriation of Additional Funding for the Illinois Department of Commerce and Economic Opportunity Trade Adjustment Assistance Grant PY16 Agreement No. 16-661006 Company 5000 - Accounting Unit 2840 $940

RESULT: APPROVED [UNANIMOUS]
MOVER: Brian J Krajewski, District 3
SECONDER: Grant Eckhoff, District 4
AYES: Eckhoff, Khouri, Krajewski, Wiley
ABSENT: Gavanes, DiCianni

D. FI-R-0389-18 RESOLUTION -- Acceptance and Appropriation of Additional Funding for the Illinois Department of Commerce and Economic Opportunity Workforce Innovation and Opportunity Act (WIOA) Grant PY17 Inter-Governmental Agreement No. 17-681006 Company 5000 - Accounting Unit 2840 $44,838

RESULT: APPROVED [UNANIMOUS]
MOVER: Kevin Wiley, District 6
SECONDER: Brian J Krajewski, District 3
AYES: Eckhoff, Khouri, Krajewski, Wiley
ABSENT: Gavanes, DiCianni

E. ED-R-0390-18 RESOLUTION -- Amendment to Resolution ED-R-0144-18 Approval of Issuance of Payments by DuPage County To Training Providers Through The Workforce Innovation and Opportunity Act (WIOA) Grant PY17 Inter-Governmental Agreement No. 17-681006 ($585,962 Increase)
10. ACTION ITEMS

A. Budget Transfers -- Request transfer of funds $600,823.00 from multiple accounts to cover various expenses to fully spend the grant by 6/30/19. A reorganization was done in October 2017 which reduced payroll costs by approximately 6 FTEs. The savings in payroll allowed for money for various operating expenses and training assistance. Other expenses that will be covered by this budget transfer include renewal of Microsoft 365 software in Jan 2019, One-Stop Operator Contract for PY18, rent, utilities, travel, other operating expenses, and training assistance. This budget transfer is also in accordance with the budget modification that was approved by the State.

RESULT: APPROVED [UNANIMOUS]
MOVER: Grant Eckhoff, District 4
SECONDER: Kevin Wiley, District 6
AYES: Eckhoff, Khouri, Krajewski, Wiley
ABSENT: Gavanes, DiCianni

B. Authorization for Overnight Travel -- Director, DuPage Workforce Development to travel to East Peoria, IL from September 30, 2018 through October 1, 2018, by Invitation from Governor Rauner to partake in a Summit on work-based learning and career pathways. Discussion on ways in which businesses and educators can work together to fill critical job needs, setting Illinoisans on pathways to self-sufficiency and leading to improved community prosperity. Expenses to include transportation, lodging and meals for an approximate total of $341.85.

RESULT: APPROVED [UNANIMOUS]
MOVER: Kevin Wiley, District 6
SECONDER: Grant Eckhoff, District 4
AYES: Eckhoff, Khouri, Krajewski, Wiley
ABSENT: Gavanes, DiCianni
C. Authorization for Overnight Travel -- Workforce Board Coordinator, DuPage Workforce Development to travel to East Peoria, IL from September 30, 2018 through October 1, 2018, by Invitation from Governor Rauner to partake in a Summit on work-based learning and career pathways. Discussion on ways in which businesses and educators can work together to fill critical job needs, setting Illinoisans on pathways to self-sufficiency and leading to improved community prosperity. Expenses to include transportation, lodging and meals for an approximate total of $338.57.

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<tr>
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<td>Grant Eckhoff, District 4</td>
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<tr>
<td>AYES:</td>
<td>Eckhoff, Khouri, Krajewski, Wiley</td>
</tr>
<tr>
<td>ABSENT:</td>
<td>Gavanes, DiCianni</td>
</tr>
</tbody>
</table>

RESULT: APPROVED [UNANIMOUS]

MOVER: Kevin Wiley, District 6
SECONDER: Grant Eckhoff, District 4
AYES: Eckhoff, Khouri, Krajewski, Wiley
ABSENT: Gavanes, DiCianni

11. DUPAGE CONVENTION & VISITORS BUREAU UPDATE

DuPage Convention and Visitors Bureau Q4 Presentation is attached hereto and made part hereof these minutes.

1. DuPage Convention and Visitors Bureau Q4 Presentation

12. CHOOSE DUPAGE - UPDATE

John Carpenter distributed the Economic Indicators Report for the second quarter. The Committee was also able to view a new Quality of Life marketing piece put together by Choose DuPage.

Member Eckhoff departed the meeting at 9:10AM to attend another Committee Meeting.

Motion by Member Krajewski, seconded by Member Wiley, to appoint Greg Hart to the Economic Development Committee for Quorum purposes. On voice vote, motion carried.

A. Discussion


There were no questions for Mr. Carpenter regarding the Annual Report.

13. WORKNET - UPDATE

A. Discussing Special Populations

Ms. Schvach discussed the different populations seen at the workNet Career Center. The Committee was also updated on upcoming events including a Career Fair for people with disabilities and the third Breaking Boundaries event, both to be held in October.
14. OLD BUSINESS
None

15. NEW BUSINESS
None

16. ADJOURNMENT
Without objection, this meeting was adjourned at 9:30 AM.
1. CALL TO ORDER

8:45 AM meeting was called to order by Chair Tonia Khouri at 8:45 AM.

2. ROLL CALL

PRESENT: DiCianni, Eckhoff, Khouri, Krajewski, Wiley
ABSENT: Gavanes

Mr. Eckhoff arrived after voting was complete due to another Committee running over.

3. APPROVAL OF MINUTES

A. Economic Development Committee - Regular Meeting - May 15, 2018 8:45 AM

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Brian J Krajewski, District 3
SECONDER: Kevin Wiley, District 6
AYES: DiCianni, Eckhoff, Khouri, Krajewski, Wiley
ABSENT: Gavanes

4. CHAIRMAN'S REMARKS

None

5. PUBLIC COMMENT

None

6. GRANT PROPOSAL NOTIFICATION
RESULT: APPROVED [UNANIMOUS]
MOVER: Peter DiCianni, Vice Chair
SECONDER: Brian J Krajewski, District 3
AYES: DiCianni, Khouri, Krajewski, Wiley
ABSENT: Gavanes, Eckhoff

A. Grant Proposal Notifications -- GPN & Report 030-18 for WIOA Local Incentive Grant PY16 Illinois Department of Commerce and Economic Opportunity - Economic Development Committee - $24,230

B. Grant Proposal Notifications -- GPN & Report 036-18 for Workforce Innovation & Opportunity Grant PY18 Illinois Department of Commerce and Economic Opportunity - Economic Development Committee - $4,924,841.00

7. RESOLUTIONS

A. ED-R-0227-18 RESOLUTION -- Amendment to Resolution ED-R-0142-18 Approval of Issuance of Payments by DuPage County to Training Providers through the Trade Adjustment Assistance Grant PY16 Agreement No. 16-661006 ($235,575 Increase)

RESULT: APPROVED [UNANIMOUS]
MOVER: Kevin Wiley, District 6
SECONDER: Brian J Krajewski, District 3
AYES: DiCianni, Khouri, Krajewski, Wiley
ABSENT: Gavanes, Eckhoff

B. FI-R-0228-18 RESOLUTION -- Acceptance and Appropriation of Additional Funding for the Illinois Department of Commerce and Economic Opportunity Trade Adjustment Assistance Grant PY16 Agreement No. 16-661006 Company 5000 - Accounting Unit 2840 $263,668

RESULT: APPROVED [UNANIMOUS]
MOVER: Kevin Wiley, District 6
SECONDER: Peter DiCianni, Vice Chair
AYES: DiCianni, Khouri, Krajewski, Wiley
ABSENT: Gavanes, Eckhoff

C. FI-R-0229-18 RESOLUTION -- Acceptance and Appropriation of Additional funding for the Illinois Department of Commerce and Equal Opportunity Disability Employment Initiative Grant PY14 Agreement No. 14-111001 Company 5000 - Accounting Unit 2840 $11,369
RESULT: APPROVED [UNANIMOUS]
MOVER: Kevin Wiley, District 6
SECONDER: Peter DiCianni, Vice Chair
AYES: DiCianni, Khouri, Krajewski, Wiley
ABSENT: Gavanes, Eckhoff

8. ACTION ITEMS

A. Change Order -- ED-P-0009A-17- Amendment to Resolution ED-P-0009-17 Comcast Business Services for internet services for workNet DuPage Career Center, to increase the encumbrance in the amount of $6,084.00 for Workforce Development, resulting in a new contract total amount not to exceed $44,316.00, an increase of 15.91%.

RESULT: APPROVED [UNANIMOUS]
MOVER: Peter DiCianni, Vice Chair
SECONDER: Kevin Wiley, District 6
AYES: DiCianni, Khouri, Krajewski, Wiley
ABSENT: Gavanes, Eckhoff

9. CHOOSE DUPAGE - UPDATE
Lisa Miceli reviewed the Companies considering relocating to DuPage County provided they can find the space that meets their requirements. It was decided that the prospects would be sent to Committee Members to insure all vacant properties throughout the Districts are available for consideration.

10. WORKNET - UPDATE
Lisa Schvach updated the Committee on the 2018 Workforce Innovation & Opportunity Act Funding to be received at the end of the program fiscal year July 1st, 2018. In addition, the Organizational Chart for Workforce development was reviewed along with upcoming scheduled events.

A. 2017 Vs. 2018 WIOA Allocations

B. Workforce Development Organizational Chart

C. workNet DuPage Career Center Projects

11. OLD BUSINESS
None
12. NEW BUSINESS
Chairwoman Khouri led a discussion about a recent proposal by three federal economists to implement a 1% of home value property tax increase to pay for pension debt. She explained how this property tax increase would be very detrimental to businesses and DuPage County residents where the median home value is $284,000.

With Illinois residents already paying the highest property tax rates in the country at 2.67%, the Chairwoman and Committee Members all strongly oppose this proposed property tax increase.

13. ADJOURNMENT
Without objection this meeting was adjourned at 9:22 AM.
Memo

Date: 8/3/2018
To: Economic Development Committee
From: Olivia Sánchez, Job Developer, DuPage Workforce Development Division
RE: Incumbent Worker Training Application – Abrasive Form

Abrasive Form has been in business for over 40 years and employees 130 people. Abrasive Form is a custom shop that specializes in gas powered turbine blades and mission critical components for aerospace, industrial gas turbine and other industries. They have a state of the art ISO 9001:2008 and AS9100 certified facilities.

Since CNC machinists are hard to find and keep due to skill gap this training will add skills existing employees. To remain competitive, they need to increase their machine operator CNC head count with as little disruption to production on shop floor as possible. Making outside training necessary to meet customer demands for aerospace. The advanced CNC programming training will trainees to learn more CNC set up skills in 3axis and 5 axis machining, a skillset very much needed. This training will make allow Abrasive form to be closer to 24/7 operations since they are often short operators to run machines.

The benefits to the trainees will be added skills and increased pay and an opportunity for promotion to lead, train or management. If training is not implemented Abrasive Form will not be able to keep up with the demand which will impact their sales. Lost sales and unhappy employees and lower profits will result in possible layoffs.

Notes:
* Abrasive Form — 130 employees
* Located in Bloomingdale
* Number of Incumbent Workers to be Trained: 2-4
* Total Amount Approved: $25,000
Memo

Date: 7/23/2018
To: Economic Development Committee
From: Olivia Sánchez, Job Developer, DuPage Workforce Development Division
RE: Incumbent Worker Training Application – Associated

Associated is a Raymond authorized Sales and Service Center and have over 50 years in business and located in Addison. They offer its customers the flexibility to grow or move locations nationwide and maintain the same level of sales, service and support they have come to support from Associated. Training provided will allow employees to receive different certifications, allowing employees to be promoted to Level 2 training technicians and closer to team leaders, which can open an opportunity to managerial positions. Associated technicians work on a variety of different types of lift trucks, each type requiring different type of training to continue performing in their role. Associated technicians also are expected to perform scheduled maintenance on other brands of trucks, other than Raymond, which requires additional skills to do their job successfully. Upon completion of skills training, trained technicians can complete more schedules maintenances and repairs that prior to training received.

The increased efficiency of technicians allows for more billable work to be done in a 40-hour work week. The skills level of the technicians also allows for Associated to retain and gain customers over their competitors. Their trainees will benefit from the training classes by learning new skills for repairs on various types of forklifts, work towards different level certifications, which also result in promotions to level 2 and team lead positions. Workforce downsizing is a possible outcome if they let their technicians’ skills become obsolete. Without this training they wouldn’t be able to execute their business operations and keep up with demand.

Notes:
* Associated — 230 employees
* Located in Addison
* Number of Incumbent Workers to be Trained: 6
* Total Amount Approved: $16,295.11
Cavero Coatings Company is a nonstick coating manufacturer for various industrial applications. Their products include both liquid and powder coatings serving the automotive, textile, and baking industry. With ISO 9001:2015 certification they can retain and market to attract more customers who require the ISO certification. They expect to increase sales - $500K annual – this represents a 50% increase in revenues – they expect 75% to come from existing customers opening new opportunities to us, and 25% to come from new customers such as in the automotive and the baking industry. They expect this growth to take place over the next three years.

Nearly all Cavero Coatings Company current customers are requiring ISO-9001 certification specifically to continue to conduct business, and prospective customers will not request quotes or place orders for new business without a certified QMS in place. This training and resulting certification is expected to reduce their costs by 15%, and enable marketing initiatives that are expected to generate $50,000 in additional revenues within 12 months. Existing employees will gain knowledge and skills regarding Quality Management Systems, specifically ISO-9001. This will include best practices regarding process definition and execution, inspection practices, gage calibration, product validation and verification, customer expectations, and various key business processes. This training will also help reduce waste and errors in processes allowing for increase bonus potential. If training does not take place, Cavero Coatings Company will certainly experience loss of key clients and will be unable to attract new customers. Declining revenues over the next 2 years would result in a significant reduction in workforce within 18 months.

Notes:
* Cavero Coatings Company — 6 employees
* Located in Bensenville
* Number of Incumbent Workers to be Trained: 4
* Total Amount Approved: $9,425
Memo

Date: 7/17/2018
To: Economic Development Committee
From: Olivia Sánchez, Job Developer, DuPage Workforce Development Division
RE: Incumbent Worker Training Application – Creative Panel Systems, Inc

Creative Panel Systems has been in business for 2 years and employees 22 people. Creative Panel Systems is a metal fabricator specializing in Architectural, Ornamental, and miscellaneous metal wall panels. Their customers are Chicago area general Contractors including Linn-Mathes, Power Construction Company, W. E O’Neil Construction.

To remain competitive, they acquired new equipment necessary for them to remain competitive, increase production and become more efficient and reduce waste. Production capacity will allow the company to obtain more work and expand in new markets. Stagnant growth, inability to expand, flat revenue and inability to properly reward staff will negatively affect not implementing the training.

The Production Operator’s will learn a more advanced automated fabrication skill set and increase the skill set of every employee taking the training. All employees will benefit financially through the company’s profit sharing plan. If they don’t receive the proper training on the new equipment, they will be forced to shut down as more and more customers take business to their competitors that already have low cost ways to make similar or same products. Upon completion the trainee will be able to start-up the router, set up the machine for the specific panel design, loan material, download the panel sign, route material and run standard jobs. The shop maintenance course will train the employee on preventive maintenance required to safely maintain CNC Router.

Notes:
* Creative Panel Systems — 22 employees
* Located in Itasca
* Number of Incumbent Workers to be Trained: 10
* Total Amount Approved: $16,000
Memo

Date:  7/3/2018
To:   Economic Development Committee
From: Olivia Sánchez, Job Developer, DuPage Workforce Development Division
RE:   Incumbent Worker Training Application – JD Norman Industries, Inc

JD Norman Industries, has been in business for 14 years and have 2,200 employees. It is a diversified manufacturer of metal components and systems with operations in North America and Europe. A leader in manufacturing highly engineered product including formed, machined and cast metals. The 86 Part Specific Product Line training will allow JD Norman the ability to teach new skills by hands on operation of machines they currently do not operate. The trainees will learn how to manufacture new parts according to customer specifications and enjoy growth and continued employment. There will be new opportunities for operators to grow into set up operator roles, which is a higher position of responsibility and team leader roles for the workforce.

This new training will increase productivity, create new job opportunities, increase revenue by $3 million, open new stamping market, ability to stay competitive while expanding their product line capabilities. The tangibles will be the production of the new specific parts, meeting customer quality specifications and continued employment opportunities/expansion due to increase volume from new workforce. Trainees will learn how to correctly operate new machinery, gain new skills in being able to produce the new parts all while expanding their machine operator knowledge and experience. If this product line and workforce is not added to the Addison plant then there is a real risk of downsizing their business operations.

Notes:
* JD Norman Industries, Inc — 2,220 employees
* Located in Addison
* Number of Incumbent Workers to be Trained: 7
* Total Amount Approved: $25,000
Peacock Colors, has been in business for 93 years and has been in current location for 42 years and have 17 employees. They specialize in developing efficient color solutions and customized applications for:

- Plastic Processing Color - Dry, Concrete, Liquid and Bead Formats
- UV Inks and Coatings for Plastic, Wood, Glass and Metal
- Specialty Dispersion – Dry, Polymers, Liquids and Pastes

They serve the automotive/transportation, electronics, safety, medical, recreational, film/packaging, cap and closure, toys, pool, spa, POP, non-woven and agriculture markets.

Current customers require the ISO certification to ensure that they have quality systems have been put in place and have been certified. This certification will also enable them to enter the automotive and medical sectors. Any increase in sales in this sector is tied to a prerequisite of ISO certification. This certification will also allow them to target larger OEM accounts. Cost savings because of this training could be of $50,000 through gained efficiencies, reduced paperwork and waste reduction.

Peacock Colors competes in a highly competitive sector that demands high quality systems and traceability from their second and third tier providers. Longtime customers are beginning to pull back business because they lack the ISO certification. This training will demonstrate their commitment to quality. Achieving this certification enables them to approach larger targeted customers and compete efficiently with their competitors. They expect market increase in productivity with dramatic decrease in lost time due to inefficiencies. If the training is not implemented they will see a slow erosion of current customer base as they lose customers to competitors that have already completed and attained ISO certification. As a result of this training they expect sales growth by being able to provide greater products to their customer base as well as obtaining new customers and will be able to hire new employees as well as consider salary increases and promotions to current workforce.

Notes:
* Peacock Colors, Inc — 17 employees
* Located in Addison
* Number of Incumbent Workers to be Trained: 10
* Total Amount Approved: $13,260
DuPage County

Grant Proposal Notification

GRANT NAME: ILLINOIS TOLLWAY WORKFORCE DEVELOPMENT TECHNICAL ASSISTANCE INITIATIVE (WDTAI)

GRANTING ENTITY: Chicago Cook Workforce Partnership

COUNTY DEPARTMENT: Human Resources-Workforce Development Division

PARENT COMMITTEE: Economic Development

DEPARTMENT CONTACT: Lisa Schvach

AMOUNT REQUESTED: $56,250.00

TYPE OF GRANT (please check): ☐ Competitive  ☐ Continuation  ☐ Formula
DuPage County
Grant Proposal Notification Form

Narrative (Purpose of grant; justification of need):
The grant aims to increase diversity in road building-related occupations. We will help conduct outreach efforts to minority groups, including women, who are underrepresented in these occupations. We will work to connect them with possible avenues for training and/or employment where appropriate. The award is budgeted to cover salary and fringes of 2 staff for actual hours spent on the program, share in operational costs (rent/utilities), and client support services (transportation and childcare) over a period of 3 years.

Grant proposal submission due date (MM/DD/YYYY) 8/7/2018

Start Date: 9/1/2018  
Completion Date: 6/30/2021

Year:  
Duration (years):  

Project or project phase period covered by grant:

If period is unknown, estimate the year the project or project phase will begin and anticipated duration:

If awarded, will this grant require the hiring of additional staff or personnel?

If yes, please list:

How many new positions will be created:

If the grant covers salary or salary & benefits, how many years will the position(s) be retained beyond the grant closing:

What fund will be used to compensate personnel after the project period ends:

Are matching funds required?

If yes, please answer the following questions:

Percentage of funding required by granting agency

County’s match amount: (auto fill) $-  
*Department may seek additional funding in the future to provide match amount

County fund that will provide the matching requirement:

Grant amount request (auto fill) $56,250.00

All other funding already allocated for project or project phase

Total project or project phase cost (auto fill) $56,250.00

☐ Please check this box if you are interested in having a grant writer prepare this grant proposal

Grant Proposal Notification Report 040-18

Submitted on: 08/07/18 Submitted by: Carmi Cyrus, Finance Department

Purpose of Grant: The Illinois Tollway Workforce Development Technical Assistance Initiative (WDTAI) grant is funded through the Illinois State Toll Highway Authority, passed through the Chicago Cook Workforce Partnership. The purpose of the WDTAI is to prepare qualified individuals, particularly historically underrepresented populations, for careers in transportation-related construction occupations. Funding received would be used pay for salary and related fringe benefits of WIOA staff for actual hours spent on the program, related operational costs and client support services.

Proposal Due Date: 8/07/2018 Project Period: 9/1/2018-6/30/2021

Matching Requirement: ☑ No Explain: __________________________

Headcount Requirement: ☑ No Explain __________________________

Funding Origination Source: ☐ Federal ☑ State ☐ Private ☐ Corporate

The following potential issues are noted:

1. There are no issues with this grant.

Other information (i.e. collaboration, allocation of funding, etc.): The allocation award would be in the amount not to exceed $56,250. The program would be administered through the Department of Human Resources-Workforce Development Division – Lisa Schvach, Director.

For more information on the purpose of the grant and the justification of need, please see the Grant Proposal Notification Form submitted by Carmi Cyrus, Finance Department or contact Lisa Schvach, Director-Workforce Development Division at 630-955-2066.
ADDITIONAL APPROPRIATION FOR THE
ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
WIOA RAPID RESPONSE LAYOFFS AND CLOSINGS GRANT PY17
INTER-GOVERNMENTAL AGREEMENT NO. 17-651006
COMPANY 5000 – ACCOUNTING UNIT 2840
$54,630

REVENUE

41000-0008 – Federal Operating Grant-DOL $ 54,630

TOTAL ANTICIPATED REVENUE $ 54,630

EXPENDITURES

PERSONNEL

50000 Regular Salaries $ 33,831
51010 Employer Share IMRF 4,094
51030 Employer Share Social Security 2,588
51040 Employer Medical & Hosp Insurance 13,292

TOTAL PERSONNEL $ 53,805

COMMODITIES

52100 Data Processing Equip-Small Value $ 825

TOTAL COMMODITIES $ 825

TOTAL ADDITIONAL APPROPRIATION $ 54,630
June 25, 2018

Ms. Margaret Ewing
Director
DUPAGE COUNTY DEPARTMENT OF
421 N COUNTY FARM RD
Wheaton, IL 60187-3978

Re: Grant No. 17-651006

Dear Ms. Ewing:

Enclosed is your fully executed copy of the modification/waiver to the above referenced grant agreement (the "Agreement"). Please retain this copy in your files for reference during the administration of the grant and for future audit and monitoring purposes.

Please be advised that the requested modification/waiver was approved based on information provided by your agency/organization. Pursuant to Section 3.7 of the pre-GATA Agreement, or Article XII of the post-GATA Agreement, as applicable, you are hereby reminded that: (i) during the time period specified in the Agreement, the Grantee is required to maintain books, records and supporting documents related to all disbursements of funds provided under the Agreement, including those which are the subject of the modification/waiver; and (ii) the Grantee's failure to maintain and provide such records during a subsequent monitoring or audit conducted in accordance with applicable provisions of the Agreement, shall establish a presumption in favor of the Department for the recovery of funds for which adequate documentation is not available.

Should you have any questions regarding the modification/waiver, please contact your DCEO Grant Manager.

Sincerely,

SEAN MCCARTHY
Director

cc: DCEO Grant Manager www.ildceo.net
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<tr>
<td>1. Grant Recipient:</td>
<td>DuPage County</td>
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<tr>
<td>2. Grant Agreement:</td>
<td>17-651006</td>
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<tr>
<td>3. Modification Number:</td>
<td>002</td>
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<tr>
<td>4. Current Grant Period:</td>
<td>07/01/2017 to 12/31/2018</td>
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<td>5. Funding Source:</td>
<td>WIOA RAPID RESPONSE</td>
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<td>6. Purpose of Modification:</td>
<td>Budget</td>
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<td></td>
<td>Unilateral</td>
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<td></td>
<td>Grantee is receiving additional trade case management funding to serve co-enrolled trade customers.</td>
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<td>Except as modified herein, the basic Agreement remains unchanged, including all prior modifications as agreed to by the parties.</td>
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<td>7. This modification has the following effect on the total amount of the grant:</td>
<td>Increase of $54,630.00 From $528,812.00 To $583,442.00</td>
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<td>8. Signature:</td>
<td>By: Travis March</td>
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<td></td>
<td>By: Sean McCarthy, Director</td>
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Unilateral Modification in accordance with section 5.7 of the pre-GATA Grant Agreement, or Article XLI or paragraph 34.3 of the post-GATA Grant Agreement, as applicable.

Date: 6/1/18
### Illinois Department of Commerce & Economic Opportunity

**Grant Agreement Modification**  
**WIOA Rapid Response Layoffs and Closings**  
**17-651006**

<table>
<thead>
<tr>
<th>Name of Applicant/Grantee:</th>
<th>DuPage County</th>
</tr>
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<tr>
<td>Application Grant Number:</td>
<td>17-651006</td>
</tr>
<tr>
<td>Modification Number:</td>
<td>002</td>
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| Project Duration:         | Begin Date: 07/01/2017  
                           | End Date: 12/31/2018    |

#### Summary of Project – By Budget/Cost Category

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<tr>
<th>Cost Cat.</th>
<th>Description</th>
<th>Current Approved Budget</th>
<th>Modification Amount</th>
<th>New Budget Amount</th>
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<tr>
<td><strong>Total Project Costs/Budget</strong></td>
<td><strong>$528,812.00</strong></td>
<td><strong>$54,630.00</strong></td>
<td><strong>$583,442.00</strong></td>
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</table>
Justification for Modification

The unilateral modification reflects revisions in the budget to incorporate new directives effective February 12, 2011, including 20 CFR 618, and TEGL 1-10 with subsequent changes, to serve customers from existing events.
ADDITIONAL APPROPRIATION TO ESTABLISH THE ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY WIOA LOCAL INCENTIVE GRANT PY16 AGREEMENT NO. 16-632006 COMPANY 5000 – ACCOUNTING UNIT 2840 $24,230

REVENUE

41000-0008 – Federal Operating Grant-DOL $ 24,230

TOTAL ANTICIPATED REVENUE $ 24,230

EXPENDITURES

CONMODITIES

52100 Data Processing Equipment-Small Value $ 24,230

TOTAL CONMODITIES $ 24,230

TOTAL ADDITIONAL APPROPRIATION $ 24,230
WIOA Local Incentive 01
Grant No. 16-632006
for the
DuPage County
This Grant Agreement (hereinafter referred to as "Grant Agreement" or the "Agreement") is entered into between the Illinois Department of Commerce and Economic Opportunity (hereinafter referred to as the "Department" or "DCEO") and DuPage County (hereinafter referred to as the "Grantee"). Subject to terms and conditions of this Agreement, the Department agrees to provide a grant (hereinafter referred to as the "Grant") in an amount not to exceed $24,230.00 (hereinafter referred to as the "Grant Funds") to the Grantee.

Subject to the execution of this Agreement by both parties, the Grantee is hereby authorized to incur costs against this Agreement from the beginning date of 05/01/2018 through the ending date of 06/30/2019 (hereinafter referred to as the "Grant Term"). The Grantee hereby agrees to use the Grant Funds provided under the Agreement for the purposes set forth herein and agrees to comply with all terms of this Agreement.

This Agreement includes the following sections, all of which are incorporated into and made part of this Agreement:

Parts:
I. Budget
II. Scope of Work
III. Grant Fund Control Requirements
IV. Terms and Conditions
V. General Provisions
VI. Certifications

This Grant is federally funded.

Under penalties of perjury, the undersigned certifies that the name, taxpayer information number and legal status listed below are correct.

Name: DuPage County

Taxpayer Identification Number:
SSN/FEIN: 366006551
GRANTEE:
DuPage County

Grantee’s execution of this Agreement shall serve as its certification under oath that Grantee has read, understands and agrees to all provisions of this Agreement and that the information contained in the Agreement is true and correct to the best of his/her knowledge, information and belief and that the Grantee shall be bound by the same. Grantee acknowledges that the individual executing this Agreement is authorized to act on the Grantee’s behalf. Grantee further acknowledges that the award of Grant Funds under this Agreement is conditioned upon the above certification.

By:  
(Authorized Signatory)

Date:  06.21.18

Margaret Ewing, Director
Name and Title

STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY

By:  
Sean McCarthy, Director

Date

Grantee Address:

421 North County Farm Road
Wheaton, IL 60187-3978

In processing this Grant and related documentation, the Department will only accept materials signed by the Authorized Signatory or Designee of this Agreement, as designated or prescribed herein. If the Authorized Signatory chooses to assign a designee to sign or submit materials required by this Agreement to the Department, the Authorized Signatory must either send written notice to the Department indicating the name of the designee or provide notice as set forth immediately following this paragraph. Without such notice, the Department 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 below. If an Authorized Designee(s) appears below, please 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 Grant Agreement.

The following are designated as Authorized Designee(s) for the Grantee:

Authorized Designee: _______________________________
Authorized Designee Title: _______________________________
Authorized Designee Phone: _______________________________
Authorized Designee Email: _______________________________

Authorized Designee Signature: _______________________________

Authorized Signatory Approval: _______________________________
PART I

BUDGET

<table>
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<tr>
<th>Cost Category Description</th>
<th>Cost Cat</th>
<th>DCEO Budget Amount</th>
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<tr>
<td>Total</td>
<td></td>
<td>$24,230.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**BUDGET LINE ITEM DEFINITIONS**

The definitions listed below will help to identify allowable costs for each of the budgeted lines in this Agreement. Any costs not specifically named below should be verified to be allowable by the DCEO grant manager prior to incurring the cost.

**LOCAL INCENTIVE FUNDS**

Funds may be used for any activities allowed under the Workforce Innovation and Opportunity Act Title I-B at the discretion of the grantee as per Section 134 of the Workforce Innovation and Opportunity Act.

**Pass-Through Entity or Subgrantor Responsibilities.** If Grantee provides any portion of this funding to another entity through a grant agreement or contract, Grantee is considered to be a pass-through entity or subgrantor. Per Section 5.10(M) of this Agreement, Grantee must obtain written approval before it provides any portion of this funding to another entity through a grant agreement or contract. If the Department provides written approval, the Grantee must adhere to the following for any awards or contracts entered into using the Grant Funds listed above:

1. Inform any subrecipient(s) of the proper Federal award identifying information (shown below) as required by Federal regulations contained in OMB Circular A-133.

   This Federally funded award is identified by the following:

   - **CFDA #** 17.258
   - **CFDA Title** WIOA Adult Program
   - **Award #** AA-28314-16-55-A-17
   - **Federal Awarding Agency** Department Of Labor

   - **CFDA #** 17.278
   - **CFDA Title** WIOA Dislocated Worker Formula Grants
   - **Award #** AA-28314-16-55-A-17
   - **Federal Awarding Agency** Department Of Labor

   - **CFDA #** 17.259
   - **CFDA Title** WIOA Youth Activities
   - **Award #** AA-28314-16-55-A-17
   - **Federal Awarding Agency** Department Of Labor

2. Advise any subrecipient(s) of requirements imposed on them by Federal laws, regulations, and the provisions of contracts or grant agreements which provided this funding. Advise subrecipient(s) of any supplemental requirements imposed by the pass-through entity or subgrantor (your organization).
PART II

SCOPE OF WORK

In consideration for the Grant Funds to be provided by the Department, the Grantee agrees to perform the Project described in Scope of Work (Part II) hereof, in accordance with the provisions of Budget (Part I) hereof.

BACKGROUND
Section 116 of the Workforce Innovation and Opportunity Act (“WIOA”) establishes performance accountability measures for workforce activities to assess the effectiveness in achieving positive outcomes for adults, dislocated workers, and youth.

PERFORMANCE GOAL
Local Workforce Innovation Boards and Chief Elected Officials are required through negotiations with the State to propose expected levels of performance for each of these measures. If these goals are exceeded in a Local Workforce Innovation Area (“LWIA”), the LWIA grantee may be eligible to receive an incentive bonus award as long as the LWIA also meets the minimum training expenditure requirement. For Program Year (“PY”) 2016, an incentive bonus is awarded to LWIAs that meet or exceed the minimum training expenditure requirement because a full year outcome of performance measure data is not available. The incentive amount is based on the number of participants who completed training in an in-demand occupation and the number of participants who received employment in an in-demand occupation related to the training received.

PERFORMANCE AWARD
As a result of the LWIA meeting or exceeding performance measures for PY 2016, the Grantee is eligible to receive incentive funds as authorized by Section 134 of WIOA. The local incentive Grant Funds may be used at the discretion of the Grantee for activities allowed under WIOA Title IB.

PRE-AWARD COSTS
Pre-award costs may be incurred effective July 1, 2017. Pre-award costs may not exceed the total grant award amount.
PART III
GRANT FUND CONTROL REQUIREMENTS

3.1 AUDITS

A. Standard Audit If the Grantee is required to have a Standard Audit, the Grantee shall provide the Department with a copy of such audit report within thirty (30) days of the Grantee’s receipt of such audit report, but in no event later than nine (9) months following the end of the period for which the audit was performed. The Audit Report is required to be provided to DCEO any year an audit is performed over the life of the grant. In lieu of providing a Standard Audit, the Grantee may submit a Grant-Specific Audit as defined in Section 3.1 D.

B. Federal Requirements If the Grantee is required to have an audit performed pursuant to the Single Audit Act of 1984, as amended in 1996 (“Single Audit Act”) and by the Office of Management and Budget Circular A-133 (“OMB Circular A-133”) (“Single Audit”) or 2 CFR 200 Subpart B-General Provisions; or, Subpart F-Audit Requirements, the Grantee shall provide the Department with a copy of the audit report, as provided for in the Single Audit Act and OMB Circular A-133 or 2 CFR 200 Subpart B-General Provisions; or, Subpart F-Audit Requirements, to the Department within thirty (30) days of the Grantee’s receipt of such audit report, but in no event later than nine (9) months following the end of the period for which the audit was performed. The audit report is required to be provided to DCEO annually for the life of the grant. In accordance with the American Recovery and Reinvestment (ARRA) Act of 2009 Article 3, the audit report in the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) must separately identify all expenditures for federal awards including each subrecipient, the Federal Award number, CFDA number, and the amount of ARRA funds. Please refer to the ARRA Act Article 3 for further guidance. If no Single Audit is required of federally-funded Grantees, the Grantee is to provide DCEO with an annual letter stating a Single Audit was not required.

C. Discretionary Audit The Department may, at any time, require a grant-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).

D. Grant-Specific Audit If the Grantee chooses to submit a grant-specific audit in place of a standard audit in accordance with 2 CFR 200.501(c), the Grantee must notify DCEO’s Office of Accountability-External Audit Unit in writing or by e-mail. The grant-specific audit must meet the following requirements:

The audit must be completed at the end of the grant, cover the entire grant period, and be delivered within thirty (30) days of the Grantee's receipt of such audit report, but in no event later than nine (9) months following the end of the period for which the audit was performed.

The audit must include a Revenue (Receipt) and Expenditure Statement, which verifies budget amounts with actual amounts for this grant. The audit must also include a compliance component which covers, at a minimum, the following items:

- Confirmation that the Grantee completed the activities described in the Scope of Work (Part II) within the Grant Term;
- Confirmation that the Grantee obtained prior written approvals from the Department for material changes from the performance of the activities described in the Scope of Work (Part II);
- Confirmation that the Grantee expended Grant Funds within the grant period;
- Confirmation that the Grantee adhered to the grant Budget (Part I) or, if not variances must be identified;
- Confirmation that the Grantee obtained prior written approvals from the Department for any material variances in its expenditure of Grant Funds;
• Confirmation that the Grantee adequately accounted for the receipts and expenditures of Grant Funds;
• Confirmation, if applicable, that the Grantee returned Grant Funds and interest to the Department in accordance with the provisions of the Grant Agreement; and
• Confirmation that the amounts reported in the Final Grantee Report are traceable to its general ledger and accounting records.

E. Audit Performance All Audits shall be performed by an independent certified public accountant or accounting firm licensed by the appropriate licensing body in accordance with applicable auditing standards.

F. Audit Submission The Grantee shall electronically send all audit reports and related deliverables to the Department at the following address:

externalauditunit@illinois.gov

If the Grantee is unable to submit the aforementioned documents to the Department electronically, the information shall be sent to the Department at the following address:

Illinois Department of Commerce and Economic Opportunity
Office of Accountability
External Audit Section
500 East Monroe Street
Springfield, IL  62701

3.2 REPORTING REQUIREMENTS

In addition to any other documents specified in this Agreement, the Grantee must submit the following reports and information in accordance with the provisions hereof.

A. Expenditures and Project Activity Prior to Grant Execution If the Agreement is executed more than thirty (30) days after the beginning date of the Grant Term provided in the Notice of Grant Award, the Grantee must submit a Grantee Report, in a format provided by the Department, including the status of the Project, certification of job counts and accounting for expenditures incurred from the beginning of the Grant Term up to the end of the month preceding the date of the Department’s execution. If this Report is required, the Department will not disburse any Grant Funds until the report is submitted to and approved by the Department.

B. Final Grantee Report The Final Grantee Report described in Section 5.3 hereof is due within 45 days following the end date stated in the Notice of Grant Award. The Grantee should refer to the Welcome Package and the Reports Deliverable Schedule for the specific reporting requirements and due dates. Grantee must submit the report in the format provided by the Department. This report must summarize expenditure of the Grant Funds and activities completed during the Grant Term. The Grantee’s failure to comply with the Close-out requirements set forth herein and in Section 5.3 will be considered a material breach of the performance required by this Agreement and may be the basis to initiate proceedings to recover all Grant Funds disbursed to the Grantee. Grantee’s failure to comply with this Section shall be considered prima facie evidence of default, and may be admitted as such, without further proof, into evidence before the Department or in any other legal proceeding.

C. Additional Information Upon request by the Department, the Grantee must, within the time directed by the Department, submit additional written reports regarding the Project, including, but not limited to, materials sufficient to document information provided by the Grantee.

D. Submittal of Reports Submittal of all reports and documentation required under this Agreement should be submitted to the individual as directed by the Department. All grants require, at a minimum, the filing of
quarterly reports describing the progress of the program, project, or use and the expenditure of the Grant Funds related thereto.

E. Failure to Submit Reports  In the event Grantee fails to timely submit any reports required under this Agreement, the Department may withhold or suspend the distribution of Grant Funds until said reports are filed and approved by the Department.

3.3 WELCOME PACKAGE

Upon execution of this Grant Agreement, the Grantee will receive a Welcome Package detailing reporting requirements and procedures relating to the Grant. The Grantee is obligated to comply with those requirements and any revisions thereto in accordance with Section 3.2(B) of this Grant Agreement.

3.4 FISCAL RECORDING REQUIREMENTS

The Grantee's financial management system shall be structured to provide for accurate, current, and complete disclosure of the financial results of the Project funded under this grant program. The Grantee is accountable for all Grant Funds received under this Grant, including those expended for subgrantees. The Grantee shall maintain effective control and accountability over all Grant Funds, equipment, property, and other assets under the grant as required by the Department. The Grantee shall keep records sufficient to permit the tracing of Grant Funds to a level of expenditure adequate to insure that Grant Funds have not been inappropriately expended, and must have internal controls consistent with generally accepted accounting practices adopted by the American Institute of Certified Public Accountants.

3.5 DUE DILIGENCE IN EXPENDITURE OF FUNDS

Grantee shall ensure that Grant Funds are expended in accordance with the following principles: (i) grant expenditures should be made in accordance with generally accepted sound, business practices, arms-length bargaining, applicable federal and state laws and regulations; (ii) grant expenditures should conform to the terms and conditions of this Agreement; (iii) grant expenditures should not exceed the amount that would be incurred by a prudent person under the circumstances prevailing at the time the decision is made to incur the costs; and (iv) grant accounting should be consistent with generally accepted accounting principles.

3.6 MONITORING

The grant will be monitored for compliance in accordance with the terms and conditions of the Grant Agreement, together with appropriate programmatic rules, regulations, and/or guidelines that the Department promulgates or implements. The Grantee must permit any agent authorized by the Department, upon presentation of credentials, in accordance by all methods available by law, including full access to and the right to examine any document, papers and records either in hard copy or electronic, of the Grantee involving transactions relating to this grant.

3.7 RECORDS RETENTION

The Grantee is accountable for all Grant Funds received under this Agreement and shall maintain, for a minimum of four (4) years following the Department’s final written approval of all required close-outs, unless the Department notifies the Grantee prior to the expiration of the four years that a longer period is required, adequate books, records, and supporting documents, including digital and electronic data, to verify the amount, recipients and uses of all disbursements of Grant Funds passing in conjunction with this Agreement. This Agreement and all books, records and supporting documents related hereto shall be available for inspection and audit by the Department, the Office of Inspector General, the Auditor General of the State of Illinois, the Illinois Attorney General, or any of their duly authorized representative(s), and the Grantee agrees to fully cooperate with any audit performed by the Auditor General or the Department. Grantee agrees to provide full access to all relevant materials and to provide copies of same upon request. Failure to maintain books, records and supporting documents required by this Agreement shall establish a presumption in favor of the Department for the recovery of any Grant Funds paid by the Department under
this Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement or expenditure.

If any of the services to be performed under this Agreement are subcontracted and/or if subgrants are issued/awarded for the expenditure of Grant Funds provided under this Agreement, the Grantee shall include in all such subcontracts and subgrants, a provision that the Department, the Office of Inspector General, and the Auditor General of the State of Illinois, or any of their duly authorized representatives, will have full access to and the right to examine any pertinent books, documents, papers and records of any such subcontractor or subgrantee involving transactions related to this Agreement for a period of four (4) years following the Department’s final approval of all required close-outs (financial and/or programmatic), and any such subcontractor shall be governed by the same requirements to which the Grantee is subject under this Agreement.
PART IV
TERMS AND CONDITIONS

4.1 AUTHORITY: PURPOSE: REPRESENTATIONS AND WARRANTIES

A. Authority  The Department is authorized to make this grant pursuant to Public Law 113-128; 20 ILCS 605/605-30,605-807.

The purpose of this authority is as follows:

To provide employment and training services to Adults, Youth, and Dislocated Workers.

B. Purpose; Representations and Warranties  The sole purpose of this grant is to fund the Grantee’s performance of the Project, described in Scope of Work (Part II) hereof, during the term of this grant. The Grantee represents and warrants that the grant proposal/application submitted by the Grantee is in all material respects true and accurate; that it is authorized to undertake the obligations set forth in this Agreement and that it has obtained or will obtain and maintain all permits, licenses or other governmental approvals necessary to perform the Project described in Scope of Work (Part II).

4.2 PROJECT SCHEDULE; EXTENSIONS

A. Project Schedule The Grantee must complete the Scope of Work (Part II) within the Grant Term. The Department may require the submission of deliverables. Deliverables must be provided as directed by the Department. For purposes of this Agreement, the Grant Period Begin Date shall be the Project Commencement Date and the Grant Period End Date shall be the Project Completion Date unless these dates are clearly identified as distinctly different in the Scope of Work (Part II).

B. Extensions  Extensions of the Grant Term will be granted only for good cause. Grantees requiring an extension of the Grant Term should submit a written request to the Program Manager prior to the grant expiration date stating the reason for the extension. All extensions must comply with requirements of Section 5.7.

Grantee’s failure to adhere to the schedule set forth in Scope of Work (Part II) may be grounds for suspension or termination of this Agreement pursuant to Section 5.5 herein. Further, failure by the Grantee to comply with the terms and conditions outlined in Scope of Work (Part II), or with any additional terms and conditions within the Agreement, may result in the Grantee being deemed ineligible by the Department for future funding.

4.3 PAYMENT AND EXPENDITURE OF GRANT FUNDS

A. Expenditure of Funds; Right to Refund  Payment of the grant amount specified in the Notice of Grant Award shall be made to the Grantee as specified herein. Grant Funds provided under this Agreement must be expended only to perform the tasks set forth in the Scope of Work (Part II) of this Agreement. In addition to reasons set forth in other sections of this Agreement, the Department will require a refund from Grantee if (i) the total grant expenditures are less than the amount vouchered to the Grantee from the Department pursuant to the Notice of Grant Award; or (ii) Grant Funds have not been expended or legally obligated within the Grant Term in accordance with Budget (Part I) and Scope of Work (Part II) hereof. If the Department requires a refund under either of the above circumstances, the Grant Funds must be returned to the Department within forty-five (45) days of the end of the Grant Term or the otherwise effective Grant Agreement termination date.

B. Payment Provisions; Prior Incurred Costs
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.

Prior Incurred Costs
Reimbursement of costs incurred prior to the beginning date as specified in the Notice of Grant Award will be allowed only if specifically provided for in the Scope of Work (Part II), as approved by the Department. If not clearly identified in Scope of Work (Part II), any costs incurred prior to this Agreement will be disallowed.

4.4 GRANT SPECIFIC TERMS/CONDITIONS

Federal Awarding Agency: U.S. Department of Labor / ETA Division of Federal Assistance
Federal Award Number: AA-28314-16-55-A-17
Federal Award Date: Funding Agreement signed by USDOL on April 8, 2016
Amount of Federal Funds Obligated by this Grant: $24,230
Total Amount of Federal Funds Obligated to Grantee under this Federal Award: $24,230
Total Amount of Federal Award: $130,285,178
Federal Award Project Description: This Grant Agreement applies to funds appropriated for Program Year (PY) 2016 for Workforce Investment and Opportunity Act (WIOA) Title I State formula-funded Youth, Adult, and Dislocated Worker programs.

Is Award for R&D? No

Funds Provided:
- CFDA #17.258 WIOA Adult Program: $6,978
- CFDA #17.259 WIOA Youth Activities: $7,439
- CFDA #17.278 WIOA Dislocated Workers: $9,813

Grantee DUNS Number: 135836026

Catalog of State Financial Assistance Number (CSFA): 420-30-0075

Indirect Cost Rate:
The indirect cost rate applicable to the grant is N/A.

Indirect Costs:
☐ Approved federally recognized indirect cost rate negotiated between the Grantee and the Federal Government.
☐ Approved indirect cost rate negotiated between the Grantee and the State of Illinois.
☐ De minimis indirect cost rate
☐ Cost allocation plan that is submitted to and approved by the Department of Commerce and Economic Opportunity (expressly limited to the WIOA Program Year 2015 and/or 2016 grants).
☒ Grantee will not request reimbursement of indirect costs.

Grant is a subaward? Yes

A. Performance Goals. The levels of performance for the Workforce Innovation and Opportunity Act (“WIOA”) or the “Act”) performance measures included in the Workforce Investment Plan submitted by the Grantee and incorporated by reference in this Agreement in the Scope of Work hereof, reflect the negotiated goals as agreed by the Department and the Local Workforce Development Area. The U.S. Department of Labor (“USDOL”) has the option to raise the Department’s state-level performance
goals for any of these measures. These goals referred to in Scope of Work are subject to modification by the Department, if the Department is required by USDOL to raise its state-level performance goals. In such event, the goals for such measures may be increased on a proportional basis by the minimum amount required to ensure that the collective planned levels of performance for all Local Workforce Development Areas is equal to the revised state-level performance goals as imposed by USDOL. Any changes necessitated as a result of the imposition of performance goals by USDOL, will not be subject to renegotiation with the Local Workforce Development Board or the Chief Elected Official.

B. Veteran’s Priority Provisions. The Jobs for Veterans Act (Public Law 107-288) requires recipients to provide priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services for any job training program directly funded, in whole or in part, by DOL. The regulations implementing this priority of service can be found at 20 CFR part 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program’s eligibility requirements. Recipients must comply with DOL guidance on veterans’ priority. ETA’s Training and Employment Guidance Letter (TEGL) No. 10-09 (issued November 10, 2009) provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded in whole or in part by DOL. TEGL No. 10-09 is available at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2816.

C. Disbursement of Grant Funds. The Adult and Dislocated Worker programs receive funding allotments from two Federal Fiscal Years (FFY). The first funding allotment becomes available for obligation on July 1; this portion is commonly referred to as the “base” funds. The second funding allotment becomes available for obligation on October 1; this portion is commonly referred to as “advance” funds. **No “advance” funds issued on October 1 (i.e., future fiscal year appropriations) can be used to pay prior fiscal year expenditures.** The Grantee must comply with expenditure limits outlined in the funding breakdown contained in the Department’s WIA/WIOA Notice No. 14-NOT-05, Change 1.

D. Federal Grant Requirements. Notwithstanding anything in this Agreement to the contrary, this Grant is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR 200 et seq. (the “Uniform Requirements”), which supersedes those federal Office of Management and Budget (“OMB”) guidance documents and regulations specified at 2 CFR 200.104 (the “OMB Circulars”). All references in this Agreement to any of the OMB Circulars are subject to the Uniform Requirements. Any specific exceptions to the Uniform Requirements adopted by USDOL may be found at 2 C.F.R. §§ 2900.1-2900.22.

4.4a WIOA PROGRAM TERMS AND CONDITIONS

A. Compliance With Program Specific Laws And Regulations. The Grantee agrees to comply with the requirements of this Program, and with the regulations and policies promulgated there under by the federal government and the Department. The Grantee further agrees that this Agreement is subject to such modifications which the Department determines may be required by Federal or State law, rules, or regulations applicable to this Agreement. Any such required modifications shall be incorporated into and be a part of this Agreement as if fully set forth herein in accordance with the provisions of Section 5.7 hereof.

(1) **Applicable Authority:** Funds provided under this grant agreement must be expended in accordance with all applicable federal statutes, regulations and policies, including those of the Workforce Investment and Opportunity Act (as presently in effect and as may become effective during the terms of this Agreement); the applicable approved State WIOA plan including approved modifications and amendments to the plan, and any waiver plan approved under WIOA Sec. 189(i)(3) or Workforce Flexibility (Workflex) plan approved under WIOA Sec. 190; the
negotiated performance levels and policies established pursuant to the Secretary’s authority under
WIOA Section 116; and the applicable provisions in the appropriations act(s).

(2) **Order of Precedence:** The terms and conditions of this Notice of Award and other requirements
have the following order of precedence if there is any conflict in what they require:
1. Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth
   Activities Program Allotments for Program Year (PY) 2016;
2. Consolidated Appropriations Act, 2016 (Pub. L.114-113);
3. other applicable Federal statutes and their implementing regulations; and
4. terms and conditions of award.

(3) **Training and Employment Guidance Letter:** The Training and Employment Guidance Letter No.
into this Grant Agreement. Recipients are bound by the authorizations, restrictions, and
requirements contained in the Funding Opportunity Announcement. The applicable terms of
Training and Employment Guidance Letter (TEGL) No. 17-15 is taken as the Statement of Work.
If there is any inconsistency between items in this project narrative and any Department of Labor
(DOL) regulation, guidance or OMB cost principle, the DOL regulation, guidance or cost principle
will prevail.

### B. Compensation To The Grantee

Payments pursuant to this Grant Agreement are subject to the
availability of Federal WIOA funds, their appropriation or authorized expenditure under Illinois state
law, and sufficiency and availability of appropriated funds as determined by the Department.

(1) **Method of Compensation.** The method of compensation shall be in accordance with the
applicable State laws relative to such compensation by which the Department is governed.
Grantee shall comply with direction issued by the Department as to procedures to be followed
when requesting disbursement of Grant Funds. All payment requests submitted by the Grantee
shall be reviewed by the Department to ensure that such requests are:

(a) in accordance with the approved Grant Budget (Part I hereof);

(b) in accordance with the Section of the Act applicable to Grantee’s program, Section 129 or
134(b), and the WIOA Regulations at 20 C.F.R. § 683.200.

(2) **Allowable Costs/Cost Principles.** Grantee is responsible for ensuring that it and any of its
subrecipients follow those Federal cost principles set forth below which are applicable to Grantee
or its subrecipients.

(a) Allowable costs for state, local and Indian tribal government organizations, non-profits,
institutions of higher education, for profit and foreign entities are located at 2 C.F.R. Part
200.

(b) Allowable costs for hospitals are contained in 45 CFR Part 74, Appendix E. Refer to
Appendix VIII to 2 CFR Part 200 for nonprofit organizations exempted from Subpart E –
Cost Principles of Part 200.

(c) USDOL has adopted exceptions to the Cost Principles of Subpart E – Cost Principles of Part
200. Those exceptions may be found at 2 C.F.R. §§ 2900.16-19.

(3) **Funding Terms and Restrictions.**

(a) **Reimbursement Limitation.** The Grantee cannot be reimbursed for costs incurred in excess
of the total approved Grant Budget. The Grantee may be reimbursed for costs exceeding
amounts budgeted by specific cost categories only in accordance with provisions of Section
5.7 hereof.
(b) **Repayment.** Grantee shall be liable for repayment of any Grant Funds which are expended in violation of the terms of this Agreement. Grantee should obtain approval prior to incurring expenditures which necessitate a change in the approved Grant Budget. The Department reserves the right to withhold funds for such expenditures until a revised Plan has been submitted by the Grantee and approved by the Department.

(c) **Overpayment.** An overpayment of Grant Funds (unliquidated balance) as of the end date of the Grant Term specified in the Notice of Grant Award shall be refunded to the Department within 45 days from said end date, accompanied by a final grant closeout report in the format provided by the Department. In addition, the Grantee agrees to repay the Department for any funds that are determined by the Department to have been spent improperly in accordance with applicable regulations or rules.

(d) **Administrative Costs.** Local areas are limited to spending no more than 10 percent of their annual allocation on administrative costs. Flexibility is provided to States and local areas in the statute by allowing administrative funds from the three formula funding streams awarded under subtitle B to be pooled and used together for administrative costs for any of the three programs, at the State and locals’ discretion.

(e) **Supportive Services & Participant Support Costs.** Where authorized in the Workforce Innovation and Opportunity Act, Title I, Subtitle B for Adult and Dislocated Workers, in Subtitle D Sections 167 and 171, or as otherwise allowed in WIOA regulations, funds may be used for supportive services. Participant support costs listed at 2 CFR 200.75 are also approved. No additional prior approval from the Federal Grant Officer is required; however costs must meet the basic considerations at 2 CFR 200.402 – 200.411.

(f) **Salary and Bonus Limitations.** Pursuant to P.L. 113-114, Division H, Title I, Section 105 none of the funds appropriated under the heading “Employment and Training” shall be used by a recipient or sub-recipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. The Executive Level II salary may change yearly and is located on the OPM.gov website (http://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2016/executive-senior-level). The salary and bonus limitation does not apply to contractors (vendors) providing goods and services as defined in 2 CFR 200.330.

(g) **Consultant Rate Limitation.** The total salary and bonus of any consultant that is considered a subrecipient who provides services under a program cannot exceed the daily rate equivalent of the Executive Level II salary level in effect at the time services are rendered.

(h) **Foreign Travel.** Pursuant to WIOA section 181 (e), no funds received shall be used for foreign travel.

(i) **Publicity.** No funds provided under this grant shall be used for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself. Nor shall grant funds be used to pay the salary or expenses of any recipient or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive Order proposed or pending before the Congress, or any state government, state legislature, or local legislature body other than for normal and recognized executive-legislative
relationships or participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government.

C. Accounting/Fiscal Control Requirements. Fund accounting procedures shall be established as may be necessary to assure the proper expenditure of an accounting for federal funds paid by the Department to the Grantee, or any of its subrecipients, under this program, including procedures for monitoring the assistance provided under this program.


E. Travel Regulations. Costs in accordance with 2 C.F.R. § 200.474 and the latest State of Illinois Travel Regulations or such reasonable travel policies approved and adopted by the Grantee are allowable for expenses for transportation, lodging, subsistence, and related items incurred by Grantee’s employees who are in travel status on official business incident to the Grant program. If State of Illinois Travel Regulations are not followed by the Grantee, the Grantee must have on file its approved travel policy for reference by the Department, the Comptroller of the State of Illinois, Comptroller General of the United States, or any of their duly authorized representatives. Provided, however, that travel expenses which exceed limitations established by Federal statute or regulation (including OMB circulars, etc.) applicable to this Agreement are not allowable costs under this Agreement.

(1) For reimbursement on a mileage basis, this federal award cannot be charged more than the maximum allowable Mileage Reimbursement Rates for Federal employees. Mileage rates must be checked annually at www.gsa.gov/mileage to ensure compliance. The Grantee must retain receipts on file as source documentation for travel expenses of its employees.

(2) This award waives the prior approval requirement for domestic travel as contained in 2 CFR 200.407. For domestic travel to be an allowable cost, it must be necessary, reasonable, allocable and conform to the non-Federal entities written policies and procedures. All travel must also comply with Fly America Act (49 USC 40118), which states in part that any air transportation, regardless of price, must be performed by, or under a code-sharing arrangement with, a US Flag air carrier if service provided by such carrier is available.

(3) No funds made available through DOL appropriations may be used for travel and conference activities that are not in compliance with Office of Management and Budget Memorandum M-12-12 dated May 11, 2012 or any subsequent revisions to that memorandum.

F. Modification and Amendment of Grant Agreement. The following provisions relate solely to modifications of the approved Grant Budget (Part I hereof). Provisions relating to Modifications by Operation of Law or Discretionary Modifications are set forth in Section 5.7 of this Agreement.

(1) Modifications in Budget. Modification in the Budget shall be in accordance with the following provisions:

(a) If the Grantee has reason to believe that its operation for the Grant Term will result in an over expenditure of the amount budgeted for the programmatic cost category, the programmatic cost category may be over expended to the extent that the Administrative cost category is under expended.

(b) If the Grantee has reason to believe that its operation for the Grant Term will exceed the total budget authorization, it shall request approval of the Department in writing. In no event shall the Grantee make any change in cost categories which increases or decreases the total budget without prior approval of the Department.
(c) Failure of the Grantee to either request approval of the Department for anticipated budget variations or to formally request approval for variation of the total grant amount, except as provided under Section 5.7(B)(2), herein, shall be deemed sufficient reason for the Department to disallow costs incurred in excess of specific cost category amounts or total grant amount as set forth in the Grant Budget even if the total costs incurred are within the legislated limitations of the cost categories.

(d) If the Department grants a budget revision, a Grant Agreement Modification shall be issued by the Department incorporating a revised Grant Budget.

G. Publication, Reproduction And Use Of Material. No material produced in whole or in part with funds provided under this Grant Agreement shall be subject to copyright in the United States or in any other country. All documents, including reports, studies and other materials developed, produced or generated by the Grantee or its subgrantees or subcontractors as part of the performance required under this Agreement are referred to herein as the Grant Documents. Grantee and the Department shall have the mutual right to publish, distribute, and use all Grant Documents without permission of or payment to the other Party. The Grantee will not publish or permit any other person to publish any Grant Documents without advance notice to the Department. The Grantee shall acknowledge the Department as providing funds for any such publication, and shall accede to any request by the Department that appropriate disclaimer language be incorporated into the publication.

H. Requirements to Provide Certain Information in Public Communication. Pursuant to P.L. 113-114, Division H, Title V, Section 505, 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 money, all recipients receiving Federal funds shall clearly state: (1) The percentage of the total costs of the program or project which will be financed with Federal money; (2) The dollar amount of Federal funds for the project or program; and (3) The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

I. Reports Required. The Grantee shall submit programmatic and expenditure reports as required pursuant to written direction issued by the Department to the Grantee.

J. Monitoring And Evaluation. The Department will periodically monitor and evaluate programmatic activities and the financial records pursuant to this Grant Agreement. The Grantee will be monitored for compliance with all applicable Federal and State laws, regulations, and rules applicable to this Agreement. The Grantee’s performance will be assessed to gauge its impact upon the target population and for the effective and efficient utilization of the WIOA funds. Assessments will occur both during the operation of the program and upon its completion. The Grantee must cooperate with the DOL in the conduct of a third-party evaluation, including providing DOL or its authorized contractor with appropriate data and access to program operating personnel and participants in a timely manner.

K. Ownership of Nonexpendable Personal Property. It is understood that nonexpendable personal property purchased by the Grantee with funds provided under this Grant Agreement and nonexpendable personal property received from the Department shall not be the property of the Grantee but shall be held by it in trust for the benefit of the People of the State of Illinois. Upon the termination of this Grant and upon the election of the Department, the Grantee shall surrender possession of such property to the Department or, ship same to any designated location.

L. Property Management. The Grantee may not purchase nonexpendable personal property items exceeding $5,000 without the Department’s prior written approval. The Grantee agrees to comply with 2 C.F.R. §§ 200.310-200.316, as applicable to its organization, in the management of property. Further, for the purposes of 2 C.F.R. §§ 200.311 – 200.314, and in accordance with TEGL 18-13, real property, equipment, and supplies includes real property, equipment, and supplies acquired under this Agreement and real property, equipment, and supplies transferred to this Agreement from prior agreements.
M. **Requirement for Unique Entity Identifier.** Grantee must provide its unique entity number to the Department. Grantee must notify potential subgrantees that no entity may receive a subgrant unless the entity has provided its unique entity identifier to you. Grantee and subgrantees must maintain the information in the System of Award Management until the final financial report required under this award or receive the final payment, whichever is later. This requires Grantees to review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

   “System of Award Management (SAM)” means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at [http://www.sam.gov](http://www.sam.gov)).

   “Unique entity identifier” means the identifier required for SAM registration to uniquely identify business entities.

N. **Managing Subawards and Subrecipients.** *Subaward* means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. The provisions of the Terms and Conditions of this award will be applied to any subrecipient under this award.

   (1) **Monitoring.** The Grantee is responsible for the monitoring of the subrecipient, ensuring that the Terms and Conditions are in all subaward packages and that the subrecipient is in compliance with all applicable regulations and the terms and conditions of this award (2 CFR 200.101(b)(1)). The Grantee shall also provide oversight and monitoring of subrecipients on a frequency which ensures that the financial systems of its subrecipients are in accordance with WIOA Regulations Parts 683.400(c)(1) and 683.410(a).


P. **Bonding.** The Grantee shall provide bonding for every officer, director, agent or employee who handles funds (cash, checks or other instruments of payment for program costs) under this Grant Agreement. The amount of coverage shall be the higher of: (1) the highest cash draw down planned during the term of this Agreement, or (2) $100,000.


R. **Interest Income.** All interest earned on funds received by the Grantee under this Grant Agreement shall be treated as program income in accordance with Section 194(7) (B) (iii) of the Act.

S. **Equal Opportunity/Nondiscrimination.** As a condition to the award of financial assistance under WIOA from the Department of Labor, the Grantee assures, with respect to operation of the WIOA-funded program or activity, that it will comply fully with the nondiscrimination and equal opportunity provisions in Sec. 188 of WIOA; 29 C.F.R. Part 38, as amended; 29 C.F.R. Parts 31 and 32, including the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Title IX of the Education Amendments of 1972, as amended; the Age Discrimination Act of 1975, as amended; The Civil Rights Restoration Act of 1987; Executive Order 12250; Age Discrimination in Employment Act of 1967; Federal Equal Pay Act of 1963; Illinois Equal Pay Act of 2003; U.S. Department of Labor Regulations at 28 CFR Part 42, Subparts F & H; Title VII of the Civil Rights Act of 1964, as amended; and the Victims Economic Security and Safety Act.
T. **Complaint Process.** The Grantee shall comply with the grievance and complaint procedure(s) contained in Section 181(c) of WIOA, and any state-issued policy guidance.

U. **Conflict Of Interest.** In addition to any other conflict of interest provisions set forth in this Agreement, the Grantee and its employees are subject to the provisions of Section 107(h) of WIOA.

V. **Intellectual Property Rights:** The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and ii) any rights of copyright to which the grantee, subgrantee or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or license fee for use of a copyrighted work, or the cost of acquiring by purchase a copyright in a work, where the Department has a license or rights of free use in such work. If revenues are generated through selling products developed with Grant Funds, including intellectual property, these revenues are program income. Program income must be used in accordance with the provisions of this grant award and 2 CFR 200.307.

If applicable, the following needs to be on all products developed in whole or in part with Grant Funds:

> “This workforce product was funded by a grant awarded by the U.S. Department of Labor’s Employment and Training Administration. The product was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it. Internal use by an organization and/or personal use by an individual for non-commercial purposes is permissible. All other uses require the prior authorization of the copyright owner.”

W. **Creative Commons License Requirement.** Pursuant to 2 CFR 2900.13, to ensure that the Federal investment of DOL funds has as broad an impact as possible and to encourage innovation in the development of new learning materials the recipient will be required to license to the public all work created with the support of this grant under a Creative Commons Attribution 4.0 (CC BY) license. Work that must be licensed under the CC BY includes both new content created with the grant funds and modifications made to pre-existing, recipient-owned content using grant funds.

This license allows subsequent users to copy, distribute, transmit, and adapt the copyrighted Work and requires such users to attribute the Work in the manner specified by the recipient. Notice of the license shall be affixed to the Work. For general information on CC BY, please visit http://creativecommons.org/licenses/by/4.0. Instructions for marking your work with CC BY can be found at http://wiki.creativecommons.org/Marking_your_work_with_a_CC_license.

Only work that is developed by the recipient in whole or in part with grant funds is required to be licensed under the CC BY license. Pre-existing copyrighted materials licensed to, or purchased by the recipient from third parties, including modifications of such materials, remains subject to the intellectual property rights the recipient receives under the terms of that particular license or purchase. In addition, works created by the recipient without grant funds do not fall under the CC BY license requirement. The purpose of the CC BY licensing requirement is to ensure that materials developed with funds provided by this award result in work that can be freely reused and improved by others. When purchasing or licensing consumable or reusable materials, the recipient is required to respect all applicable Federal laws and regulations, including those pertaining to the copyright and accessibility provisions of the Federal Rehabilitation Act.
In addition to the guidance set forth in 2 CFR 200.315(d)(3), USDOL requires intellectual property developed under a competitive Federal award process to be licensed under a Creative Commons Attribution license. This license allows subsequent users to copy, distribute, transmit and adapt the copyrighted work and requires such users to attribute the work in the manner specified by the Grantee.

X. Personally Identifiable Information. Recipients must recognize and safeguard personally identifiable information (PII) except where disclosure is allowed by prior written approval of the Grant Officer or by court order. Recipients must meet the requirements in Training and Employment Guidance Letter (TEGL 39-11), Guidance on the Handling and Protection of Personally Identifiable Information (PII).

Y. Reporting Waste, Fraud and Abuse. Pursuant to P.L. 113-114, Division E, Title VII, Section 743, no entity receiving federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

Z. Prohibition on Trafficking in Persons. This Agreement may be terminated without penalty, if the Grantee, Grantee’s Employees, Subgrantees, or Subgrantee Employees, engages in (i) severe forms of trafficking in persons during the period of time that the grant is in effect; (ii) the procurement of a commercial sex act during the period of time that the grant is in effect, or (iii) the use of forced labor in the performance of the grant, contract, or cooperative agreement; or (iv) acts that directly support or advance trafficking in persons. 22 U.S.C. § 7104(g). Grantee must inform the Department immediately of any information you receive from any source alleging a violation of this provision.

“Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102)

“Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

“Employee” means (i) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or (ii) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

AA. Requirements For Conferences and Conference Space. Conferences sponsored in whole or in part by the recipient of Federal awards are allowable if the conference is necessary and reasonable for the successful performance of the Federal Award. Recipients are urged to use discretion and judgment to ensure that all conference costs charged to the grant are appropriate and allowable. For more information on the requirements and allowability of costs associated with conferences, refer to 2 CFR 200.432. Recipients will be held to the requirements in 2 CFR 200.432. Costs that do not comply with 2 CFR 200.432 will be questioned and may be disallowed.

BB. Hotel-Motel Fire Safety. Pursuant to 15 U.S.C. 2225a, the recipient must ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended). Recipients may search the Hotel Motel National Master List at http://www.usfa.dhs.gov/applications/hotel/ to see if a property is in compliance, or to find other information about the Act.

CC. Executive Order 13043. Seat Belts: Pursuant to Executive Order 13043 (April 16, 1997), Increasing the Use of Seat Belts in the United States, Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating vehicles, whether organizationally
owned or rented or personally owned. Grantee must comply with the Illinois Vehicle Code (625 ILCS 5/12-603.1).

DD. Executive Order 13513. Pursuant to Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, dated October 1, 2009, Grantee is encouraged to adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles or Government-owned, Government-leased, or Government rented vehicles, or while driving privately owned vehicles when on official Government business or when performing any work for or on behalf of the Government. Grantee and its subrecipients are also encouraged to conduct initiatives of the type described in section 3(a) of Executive Order 13513.

EE. Buy American Notice Requirement. None of the funds made available under Titles I or II WIOA or under the Wagner-Peyser Act (29 U.S.C. 49 et seq.) may be expended by an entity unless the entity agrees that in expending the funds it will comply with 41 U.S.C. §§ 8301-8303 (commonly known as the “Buy American Act”).

FF. Executive Order 12928. Pursuant to Executive Order 12928, the Grantee is strongly encouraged to provide subcontracting/subgranting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

GG. Executive Order 13166. Pursuant to Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, Grantee must take reasonable steps to ensure the LEP persons have meaningful access to programs in accordance with USDOL’s Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency [5/29/2003] Volume 68, Number 103, Pages 32289-32305. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Grantee is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding LEP obligations, go to http://www.lep.gov.

HH. Restriction on Health Benefit Coverage for Abortion. Pursuant to P.L. 113-114, Division H, Title V, Sections 506 and 507, Federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the abortion due to a pregnancy that is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, including life-endangering physical conditions caused by or arising from the pregnancy itself that would, as certified by a physician, place the women in danger of death unless and abortion is performed. This restriction does not prohibit any non-Federal entity from providing health benefits coverage for abortions when all funds for that specific benefit do no come from a Federal source. Additionally, no funds made available through this award may be provided to a State or local government if such government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

II. Restriction on the Promotion of Drug Legalization. Pursuant to P.L. 113-114, Division H, Title V, Section 509, no Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal recognized executive-congressional communications or where the grant agreement provides for such use because there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance.

JJ. Restriction on Purchase of Sterile Needles or Syringes. Pursuant to P.L. 113-114, Division H, Title V, Section 520, no Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.
KK. **Requirement for Blocking Pornography.** Pursuant to P.L. 113-114, Division H, Title V, Section 521, no Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

LL. **Flood Insurance.** The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001 et seq., provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

MM. **Architectural Barriers.** The Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Federal Property Management Regulations (see 41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by GSA (see 36 CFR 1191, Appendixes C and D) set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.

NN. **Prohibition on Contracting with Inverted Domestic Corporations.** No funds made available under a Federal Act may be used for any contract with any foreign incorporated entity which is treated as an inverted domestic corporation under section 835(b) of the Homeland Security Act of 2002 (6 U.S.C. § 395 (b)) or any subsidiary of such an entity. Waivers to this regulation may be granted by the Secretary of Labor if the Secretary determines that the waiver is required in the interest of national security.

OO. **Prohibition on Contracting with Corporations with Unpaid Tax Liabilities.** Pursuant to P.L. 113-114, Division E, Title VII, Section 745, the recipient may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.

PP. **Prohibition on Contracting with Corporations with Felony Criminal Convictions.** Pursuant to P.L. 113-114, Division E, Title VII, Section 746, the recipient may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.

QQ. **Prohibition on Procuring Goods Obtained Through Child Labor.** Pursuant to P.L. 113-114, Division H, Title I, Section 103, no funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by DOL prior to December 18, 2015. DOL has identified these goods and services here: http://www.dol.gov/ilab/reports/child-labor/list-of-products/index-country.htm.

RR. **Prohibition of Providing Federal Funds to ACORN.** Pursuant to P.L. 113-114, Division H, Title V, Section 522, these funds may not be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations or successors.
SS. **Profit.** Pursuant to 2 CFR 200.400(g), non-Federal entities may not earn or keep any profit resulting from federal financial assistance, except as authorized by WIOA Section 121(d) for One-Stop operators (American Job Centers) or service providers which are for-profit entities.

TT. **Violation of the Privacy Act.** These funds cannot be used in contravention of the 5 U.S.C. § 552a or regulations implementing that section.

UU. **Assurances.** The provision by the Grantee of the following assurances and certifications in no way affects the Grantee’s obligation to comply with every provision of this Agreement, even if not specifically mentioned in this Section. The Grantee hereby assures and certifies compliance with each of the requirements applicable to its Program:

1. It will comply with Program Requirements as provided for under Sections 181, 183, 184, 186, 187, 189 and 194 of the Act.

2. It will comply with WIOA Regulations Part 683.250(a)(2) prohibiting utilization of funds to carry out public service employment programs under Title I of the Act.

3. It will comply with the limitations on the use of funds as provided for under WIOA Regulations Part 683.250 (a) and (b).

4. It will comply with Section 189(h) of the Act, by assuring that each individual participating in any program established under the Act, or receiving any assistance under the Act, has not violated Section 3 of the Military Selective Service Act (50 U.S.C. appl. 453).

5. It will permit and cooperate with federal investigations undertaken in accordance with Section 185 of the Act.

6. It will comply with Section 134(e) (3) of the Act and WIOA Regulations Parts 680.930, 680.940, 680.950, 680.960 and 680.970 in making needs-based payments to individuals participating in a training program.

7. It will comply with the record retention requirements contained in 2 CFR 200 Sections 200.333 – 200.337.

8. It agrees to comply with WIOA Regulations Part 683.270 which prohibits replacing a currently employed worker with any WIOA participant.

9. It will only serve non-economically disadvantaged participants in accordance with Section 129 (a)(3)(A)(ii) of the Act.

10. It agrees to comply with WIOA Regulations Part 683.245, prohibiting funds to be used for employment generating activities, economic development and other similar activities unless they are directly related to training for eligible individuals.

11. It will comply with the policy on debarment and suspension regulations as established in accordance with 29 CFR Part 98. No contract shall be made to parties listed on the General Services Administration’s System for Award Management from Federal Procurement or Nonprocurement Programs in accordance with E.O.’s 12549 and 12689, Debarment and Suspension. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

12. It will require all of its subrecipients that fall within the definition of “Non-Federal Entity” at 2 C.F.R. §2900.2 and which expend more than the minimum level specified at 2 CFR 200.501 have
either an organization-wide audit conducted or a program specific financial and compliance audit in accordance with 2 CFR 200.501 (b) or (c).

(13) It will comply with WIOA Sections 134 (c)(3)(F)(iii) and 134(c)(3)(G).


(15) Where applicable, Grantee shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public works, to give up any part of the compensation to which one is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

(16) Where applicable, the Grantee shall comply with the Davis-Bacon Act, as supplemented by Department of Labor regulations (29 CFR Part 5, Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

(17) Where applicable, Grantee shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR Part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(18) Where applicable, Grantee shall comply with all requirements relating to the performance of experimental, developmental, or research work including providing for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR Part 401, Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, and any implementing regulations issued by the awarding agency.

(19) Where applicable, the Grantee shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(20) Where applicable, Grantee shall comply with the provisions of the Byrd Anti-Lobbying
Section 4.5 DEPOSIT OF GRANT FUNDS

Grant Funds paid in advance of realized costs must be kept in an interest bearing account and maintained therein until used in accordance with the terms and conditions of this Agreement. The Department may waive this requirement upon a written request from the Grantee; however written Departmental approval must be received before any Grant Funds are kept in a non-interest bearing account. Grantee will be responsible for the payment of interest to the Department at a rate equal to twelve percent (12%) per annum on any of the Grant Funds kept in a non-interest bearing account without prior Departmental written approval.

Any interest earned on these Grant Funds must be accounted for as provided in Section 4.6 of this Agreement. Exceptions to Section 4.5 are not permissible without prior written approval by the Department.

Grant Funds paid in reimbursement of previously paid costs may be kept in a non-interest bearing account at the Grantee’s discretion.

Section 4.6 INTEREST ON GRANT FUNDS

The Grantee may be allowed to retain interest earned on Grant Funds awarded under this Agreement, provided that:

A. Interest earned must be treated as program income in accordance with Section 4.7 Program Income; and

B. All interest earned/program income must be accounted for and reported to the Department in the Final Grantee Report described in Section 5.3 herein.

Section 4.7 PROGRAM INCOME

Program income for this Grant is defined under 29 CFR Part 95.24 or 29 CFR 97.25 in combination with 20 CFR 667.200. Grantees are required to use the addition method for computing and expending program income. The Grantee may deduct those costs incident to generation of program income from gross income to determine net program income to be added to the grant, provided that such costs were not charged to...
Grant Funds under this Agreement. If costs incident to generation of program income are charged to the grant, gross income must be added to the grant.

4.8 SUPPORT

Grantee, through its agents, employees and contractors, will provide all equipment, supplies, services and other items of support which are necessary for the effective performance of the Project, unless the Agreement specifically sets forth items of support to be provided by the Department.

4.9 OWNERSHIP, USE AND MAINTENANCE OF PERSONAL PROPERTY

A. Ownership Subject to the provisions of this Section, and the remedies available to the Department as set forth in Section 4.11 below, equipment and material authorized to be purchased with Grant Funds becomes the property of the Grantee. Grantee will maintain an inventory or property control record for all equipment and material purchased with Grant Funds.

B. Use; Maintenance; Insurance During the Grant Term, the Grantee must:

(1) use equipment and materials acquired with Grant Funds only for the approved project purposes set forth in Scope of Work (Part II); and (2) provide sufficient maintenance on the equipment and materials to permit achievement of the approved Project purposes and maintain, at its own expense, insurance coverage on all equipment and material purchased with Grant Funds, for its full insurable value, against loss, damage and other risks ordinarily insured against by owners or users of similar equipment and material in similar businesses.

C. Prohibition Against Disposition/Encumbrance The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment or material during the Grant Term without prior written approval of the Department.

4.10 PUBLIC INFORMATION REQUIREMENTS

For the duration of the Agreement, the Grantee will prominently acknowledge the participation of the Department in the Project in all press releases, publications and promotional materials presented to the media or otherwise dissemination published concerning the project. The Grantee must provide the Department with copies of any proposed press releases, publications and promotional materials within ten (10) days, or as soon as practical with written permission from the Department, before these materials are disseminated. Grantee will submit copies of any press releases, publications and promotional materials to the Department.

The Grantee will provide adequate advance notice pursuant to Section 4.12 of promotional events such as open houses, dedications, or other planned publicity events; and will also coordinate in the planning of said events with the Department. Any materials or displays to be distributed in connection with the promotional event must be submitted to the Department in advance of publication or dissemination and must prominently acknowledge the Department’s participation in the project.

4.11 DEPARTMENT REMEDIES

In addition to any remedies found elsewhere in this Agreement or at law, the Department may elect any of the following remedies in the event this Agreement is terminated pursuant to Section 5.5 herein. Grantee must comply with the Department’s direction within 45 days following written notice or demand from the Department.

A. The Department may direct the Grantee to refund all Grant Funds disbursed to it under this Agreement;

B. The Department may 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;

C. The Department may direct the Grantee to transfer ownership of equipment or material purchased with Grant Funds provided under this Agreement to the Department or its designee.

4.12 NOTICES

Notices and other communications provided for herein shall be given in writing by first class mail, by registered, or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the respective party at the address set forth on the signature page hereto, or to such other authorized designees as the parties may designate in writing from time to time. Grantee is responsible for providing the Department with correct address and contact information for itself and its designees. Any notice to the Grantee shall be deemed to have been provided if sent to the address or contact information on the signature page or to the address of an authorized designee. Notice to the Department is deemed to have been provided at the time it is actually received.

4.13 COMPLAINT PROCESS

In the event of a Grantee complaint, the Department’s Administrative Hearing Rules shall govern and said rules can be found at 56 Ill. Adm. Code 2605.

4.14 GRANT FUNDS RECOVERY ACT (30 ILCS 705/1, ET SEQ.)

This Agreement is subject to all applicable provisions of the Illinois Grant Funds Recovery Act, including the requirement that any Grant Funds not expended or legally obligated at the expiration or termination of the Grant Term must be returned to the Department within 45 days following said expiration or termination. 30 ILCS 705/5. Notwithstanding any provision specified elsewhere in this Agreement regarding the treatment of interest earned on the Grant Funds, any interest earned on Grant Funds that is not expended or legally obligated during the Grant Term must also be returned to the Department within 45 days following the expiration or termination of this Agreement. 30 ILCS 705/10; 30 ILCS 705/5.

4.15 GRANT PROJECT MANAGEMENT

All necessary and ordinary communications, submittals, approvals, requests and notices related to the project shall be submitted to:

Lora Dhom
Illinois Department of Commerce and Economic Opportunity
500 E. Monroe St.
Springfield, IL  62701

4.16 FEDERALLY FUNDED GENERAL GRANT PROVISIONS

A. Lobbying Restrictions The Grantee acknowledges that receipt of Grant Funds under the Agreement may require compliance with 31 U.S.C. §1352 regarding the certification and disclosure of lobbying activities with the Federal Government and agrees to comply with those provisions, and all federal rules promulgated by the United States Department of Health and Human Services, the funding source for implementation of programs operated under this Agreement; and will require that this assurance of compliance is part of any sub-agreements executed hereunder.

By executing this Agreement on behalf of the Grantee, the Authorized Signatory hereby certifies, to the best of his or her knowledge and belief, that:
(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, 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 a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Grantee shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made and entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who failed to file the required certification shall be subject to civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

B. Debarment The Grantee certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any Federal department or agency.

C. Non-Smoking for Children's Services, 20 U.S.C. 7183 requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18 if the services are funded by Federal programs either directly or through States or local governments by Federal grant, contract, loan or loan guarantee. This language must be included in all sub-awards containing provisions for children’s services.
PART V
GENERAL PROVISIONS

5.1 GRANTEE REPRESENTATIONS AND WARRANTIES; GRANTEE GENERAL COVENANTS

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

(1) That it has all requisite authority to carry on its business and to execute, deliver and consummate the transactions contemplated by this Agreement;

(2) That its employees, agents and officials are competent to perform as required under this Agreement;

(3) That it is the real party in interest to this Agreement and is not acting for or on behalf of an undisclosed party;

(4) That it has taken all necessary action under its governing documents to authorize the execution and performance of this Agreement under the terms and conditions stated herein;

(5) That it has no public or private interest, direct or indirect, and shall 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;

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

(7) 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;

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

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

(b) Have not within a three-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 false statement, or receiving stolen property; and

(c) 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 (b) of this certification.

Any request for an exception to the provisions of this paragraph must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction.
(9) That this Agreement has been duly executed and delivered on behalf of the Grantee and constitutes a legal, valid and binding obligation of the Grantee, enforceable in accordance with its terms, except to the extent that enforcement of any such terms may be limited by

(a) Applicable bankruptcy, reorganization, debt arrangement, insolvency or other similar laws generally affecting creditors' rights; or

(b) Judicial public policy limitations upon the enforcement of certain remedies including those which a court of equity may in its discretion decline to enforce; and performance required under this Agreement; and

(10) 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 the Department 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 the Department is authorized to declare Grantee in default of this Agreement and suspend or terminate the Agreement pursuant to Section 5.5.

B. General Covenants In connection with the execution and delivery of this Agreement, the Grantee makes the following covenants to the Department, which are in addition to any specific covenants contained in this Agreement:

(1) That it will use Grant Funds only for the purposes set forth in the Budget (Part I) and Scope of Work (Part II), respectively, of this Agreement;

(2) That all warranties and representations made by the Grantee in this Agreement shall be true, accurate and complete for the term of the Agreement;

(3) That it shall be subject to, obey, and adhere to any and all federal, state and local laws, statutes, ordinances, rules, regulations and executive orders as are now or may be in effect during the term of this Agreement which may be applicable to the Grantee;

(4) That it shall remain solvent and able to pay its debts as they mature. In the event of bankruptcy filing by the Grantee, voluntary or involuntary, the Department may decline to make any further payment, which may otherwise be required under this Agreement;

(5) That it shall immediately notify the Department of any and all events or actions that may materially adversely affect its ability to carry on its operations or perform any or all of its obligations under this Agreement; and

(6) That it shall not enter into any other agreement or transaction that would conflict with the performance of its duties hereunder.

5.2 APPROPRIATION; NONAPPROPRIATION/INSUFFICIENT APPROPRIATION; REDUCED FUNDING SOURCES/REVENUES

A. Appropriation The Grantee is hereby given actual knowledge that pursuant to the State Finance Act, 30 ILCS 105/30, payments under this grant are contingent upon the existence of a valid appropriation therefore and that no officer shall contract any indebtedness on behalf of the State, or assume to bind the State in an amount in excess of the money appropriated, unless expressly authorized by law.
B. **Non-appropriation/Insufficient Appropriation** Payments pursuant to this Agreement are subject to the availability of applicable federal and/or state funding from the Department and their appropriation and authorized expenditures under State law. The Department shall use its best efforts to secure sufficient appropriations to fund this Agreement. However, the Department’s obligations hereunder shall cease immediately, without penalty or further payment being required, if the Illinois General Assembly or federal funding source fails to make an appropriation sufficient to pay such obligation. The Department, at its sole discretion, shall determine whether amounts appropriated are sufficient to continue its obligations under this Agreement. **Termination resulting from non-appropriation or insufficient appropriation shall be in accordance with Section 5.5(A)(1) hereof. Any grant is void by operation of law if the Department fails to obtain the requisite appropriation to pay the grant in any year in which this Agreement is in effect.**

C. **Reduced Funding Sources/Revenues** The Department reserves the right to reduce the amount to be paid to Grantee under this Agreement if the Department determines that it is in the best interest of the State of Illinois to reduce its obligation under this Agreement as a result of the occurrence of any of the following events during the term of the Agreement:

1. Receipts from revenues which provide the funding for this Agreement either fall significantly short of anticipated levels, or significantly decrease, or

2. Other sources (external grants, contracts, awards, etc.) providing funds for this Agreement are decreased or withdrawn. If such an event occurs, the Department will notify the Grantee as soon as possible. If the Department and Grantee are able to agree on a reduced compensation amount and a corresponding reduced Scope of Work, the parties shall execute a grant modification so stating. If the Department and Grantee are unable to agree on the reduced compensation and reduced Scope of Work, the Department shall terminate the Grant in accordance with the provisions of Section 5.5(A)(2) herein.

### 5.3 GRANT CLOSE-OUT

A. **Final Grantee Report** In addition to any other reporting requirements specified in this Agreement, the Grantee shall complete and submit a Final Grantee Report on forms provided by the Department, within forty-five (45) days of the earlier of the Grant Period end date or the effective date of termination of this Agreement. The Grantee should refer to the Welcome Package and the Reports Deliverable Schedule for the specific reporting requirements and due dates. The Grantee must report on the expenditure of Grant Funds provided by the State, and if applicable, the Grantee’s required matching funds. The Grantee is responsible for taking the necessary steps to correct any deficiencies disclosed by such Final Grantee Report, including such action as the Department, based on its review of the report, may direct.

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

### 5.4 DEFAULT AND REMEDIES

The occurrence of any of the following events, during the Grant Term, shall constitute a default:

A. Grantee shall fail to observe or perform any covenant or agreement contained in this Agreement, including the Exhibits hereto;

B. Any representation, warranty, certificate or statement made by the Grantee in this Agreement, including the Exhibits hereto, or in any certificate, report, financial statement or other document delivered pursuant to this Agreement shall prove to have been incorrect when made in any material respect;
C. Grantee shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing;

D. An involuntary case or other proceeding shall be commenced against the Grantee seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceedings shall remain undismissed and unstayed for a period of 60 days; or an order for relief shall be entered against the Grantee under the federal bankruptcy laws as now or hereby after in effect;

E. The Grantee permanently ceases the conduct of active trade or business at the location specified in Scope of Work (Part II), for any reason, including, but not limited to, fire or other casualty;

F. Company fails to provide the Company Contribution, if applicable, as identified in Scope of Work (Part II);

G. Grantee defaults on a loan from a third party. Grantee shall provide the Department with immediate notice upon making a determination that it will default on a loan.

Grantee shall have 30 days from the date Department notifies it of the occurrence of a default to cure the default to Department’s satisfaction. Grantee’s failure to cure, or to initiate a cure which is satisfactory to the Department, shall be a sufficient basis for the Department to terminate this Agreement and to direct Grantee to refund all Grant Funds disbursed to it by the Department within thirty (30) days of receipt of the notice of termination.

At the Department’s discretion the Grantee shall be responsible for the payment of interest at a rate equal to twelve percent (12%) per annum for any amount of the Grant Funds which it has not refunded to the Department beginning thirty (30) days from the date the termination notice is sent by the Department and continuing to the date that all Grant Funds are refunded by Grantee or recovered through other legal processes available to the Department.

5.5 TERMINATION; SUSPENSION

A. This Agreement may be terminated as follows:

(1) Non-appropriation, Insufficient Appropriation. In the event of non-appropriation or insufficient appropriation as described in Section 5.2(B) above, Grantee shall be paid for non-cancelable, allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of termination which shall be the date stated in the written termination notice provided to Grantee. The Department shall provide such notice to Grantee as soon as possible after it becomes aware of such non-appropriation or insufficient appropriation. Any refunds due the Department shall be submitted in accordance with the provisions of Section 5.3(B) hereof.

(2) Reduced Funding Sources/Revenues. In the event the parties are unable to agree on a reduced amount of compensation and Scope of Work necessitated due to a reduction in revenues or other funding sources for this Agreement as described in Section 5.2(C) above, Grantee shall be paid for non-cancelable, allowable expenditures incurred in the performance of authorized services under
this Agreement prior to the effective date of termination which shall be the date stated in the written termination notice provided to Grantee. Any refunds due the Department shall be submitted in accordance with the provisions of Section 5.3(B) hereof.

For Cause If the Department determines that the Grantee has failed to comply with any of the covenants, terms, conditions or provisions of this Agreement, or any other application, proposal or grant award executed by the Department and the Grantee, including any applicable rules or regulations, or has made a false representation or warranty in connection with the receipt of the grant, the Department may terminate this Agreement in whole or in part at any time before the expiration date of this Agreement. The Department shall notify the Grantee in writing of the reasons for the termination and the effective date of the termination. Grantee shall not incur any costs after the effective date of the termination. Payments made to the Grantee or recovery by the Department shall be in accord with the legal rights and liabilities of the parties.

In the event of termination for cause, Grantee shall also be subject to any other applicable provisions specified elsewhere in this Agreement.

Termination for cause may render the Grantee ineligible for consideration for future grants from the Department for a period not to exceed two (2) years.

(3) For Convenience The Grantee acknowledges that this grant was made by the Department based on its determination that the activities to be funded under this Agreement are in furtherance of either the Department’s statutory requirements or its program objectives. The Grantee further acknowledges that the Department may unilaterally terminate this Agreement based on its good faith determination that the continued expenditure of Grant Funds under this Agreement is no longer in furtherance of said statutory requirements or program objectives. Termination for convenience shall be effective upon delivery of notice to Grantee pursuant to Section 5.10(F) hereof. The Grantee shall not incur new obligations after the effective date of the termination, and shall cancel as many outstanding obligations as possible. The Department shall allow full credit to the Grantee for properly incurred expenditures made in connection with the Grant in accordance with the provisions of Budget (Part I) and Scope of Work (Part II). Grant refunds shall be submitted in accordance with the provisions of Section 5.3(B) hereof.

B. Suspension If the Grantee fails to comply with the specific conditions and/or general terms and conditions of this Agreement, the Department may, upon written notice to the Grantee, suspend this Agreement, withhold further payments and prohibit the Grantee from incurring additional obligations of Grant Funds, pending corrective action by the Grantee or a decision to terminate this Agreement. The Department may determine to allow such necessary and proper costs, which the Grantee could not reasonably avoid during the period of suspension provided that the Department agrees that such costs were necessary and reasonable and incurred in accordance with the provisions of this Agreement.

5.6 INDEMNIFICATION

A. Non-Governmental Entities The Grantee agrees to assume all risk of loss and to indemnify and hold the State, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments including costs, attorneys’ and witnesses’ fees, and expenses incident thereto, relating to bodily injuries to persons (including death) and for loss of, damage to, or destruction of real and/or tangible personal property (including property of the State) resulting from the negligence or misconduct of Grantee, its employees, agents, or subcontractors or subgrantees in the performance of this Agreement. Grantee shall do nothing to prejudice the State’s right to recover against third parties for any loss, destruction or damage to State property and shall, at the State’s request and expense, furnish to the State reasonable assistance and cooperation including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the State in obtaining recovery.
The Grantee shall, at its expense, defend the State against all claims asserted by any person that anything provided by Grantee infringes a patent, copyright, trade secret or other intellectual property right and shall, without limitation, pay the costs, damages and attorneys' fees awarded against the State in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement.

B. Governmental Entities In the event that the Grantee is a Governmental Entity, it will indemnify and hold harmless the Department to the same degree as would a Non-Governmental Entity as provided in Section 5.6 A above, to the extent authorized by Federal and/or State constitution(s) and/or laws.

5.7 MODIFICATION BY OPERATION OF LAW; BUDGET MODIFICATIONS; DISCRETIONARY MODIFICATIONS

A. Modifications by Operation of Law This Agreement is subject to such modifications as the Department determines may be required by changes in Federal or State law or regulations applicable to this Agreement. Any such required modification shall be incorporated into and become part of this Agreement as if fully set forth herein. The Department shall timely notify the Grantee of any pending implementation of or proposed amendment to such regulations of which it has notice.

B. Budget Modifications Grantee must expend the Grant Funds in accordance with the approved budget set forth in Part I hereof. If the Grantee determines that its expenditures for the Grant Term will vary from the amounts listed in the approved project budget it must submit a written request for approval from the Department prior to incurring the revised costs. Said request must give the reasons for and amounts of the revisions. If the Department approves the revised expenditures, it will provide the Grantee with a revised Budget (Part I) incorporating the revisions. Grantee’s failure to obtain written approval for anticipated budget revisions is a sufficient reason for the Department to disallow any costs not included in the original project budget and require a refund from the Grantee.

The Grantee may make a line item transfer up to the allowable variance percentage/amount of the total approved line item budget as specified in Budget (Part I) without prior written approval of the Department, subject to the following conditions:

1. Modifications Requiring Departmental Approval If the Grantee determines that its expenditures will vary from the approved budgeted line item amounts listed in Budget (Part I) by more than the allowable variance percentage/amount for any given line item expenditure, but will not exceed the total grant award, it shall submit a written request for approval from the Department prior to incurring the revised costs. Modification requests shall give the reasons for and amounts of the revisions. If the Department approves the revised expenditures, it will provide the Grantee with a revised Budget (Part I) incorporating the revisions. Grantee’s failure to obtain written approval for anticipated budget revisions shall be deemed sufficient for the Department to disallow any costs not included in the original project budget and require a refund from the Grantee.

2. Discretionary Transfers Transfers between approved line items that do not exceed the allowable variance percentage/amount of the original approved budget line item may be made at the Grantee’s discretion without the Department’s approval. For purposes of the allowable discretionary transfer(s), the line item to which the transfer is made cannot be increased by more than the allowable variance percentage/amount of the original approved line item. Additionally, the allowable discretionary transfer does not apply to an Audit line item (if present). Any and all modifications to an existing Audit line item may only be made with the Department’s prior written approval.

C. Discretionary Modifications If either the Department or the Grantee wishes to modify the terms of this Agreement other than as set forth in Sections 5.7(A) and 5.7(B) above, 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 Department and the Grantee. However, if the Department 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 proposed modification will be deemed to have been approved by the Grantee. In making an objection to the proposed modification, the Grantee shall specify the reasons for the objection and the Department shall consider those objections when evaluating whether to follow through with the proposed modification. The Department's notice to the Grantee shall contain the Grantee name, Grant number, modification number, purpose of the revision and signature of the Department's Director.

D. **Unilateral Modifications** The parties agree that the Department may unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by the Department for the sole purpose of increasing the Grantee’s funding allocation as additional funds become available for the grant during the program year covered by the term of this Agreement. The parties further agree that the thirty (30) day period for objection described in Section 5.7(C) above does not apply to the unilateral modification authority described in this Section.

E. **Management Waiver** The parties agree that the Department may issue a waiver of specific requirements of this Agreement after the term of the Agreement has expired. These waivers are limited to requirements relating to the Grantee’s compliance with existing audit requirements in the Agreement, retention of interest earned by the Grantee on Grant Funds, variances to budgetary line items, non-material changes to the Scope of Work (Part II), and any other non-material changes to specific grant terms that the Department determines are necessary to place the Grantee in administrative compliance with the terms 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 Department 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 section.

F. **Term Extensions** The Grantee acknowledges that all Grant Funds must be expended or legally obligated during the Grant Term set forth in the Notice of Grant Award. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 et seq.), no Grant Term may be extend beyond a two-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.

5.8 CONFLICT OF INTEREST; INTEREST OF PUBLIC OFFICIALS/EMPLOYEES; BONUS/COMMISSION PROHIBITED; HIRING OF STATE EMPLOYEES PROHIBITED; DUE DILIGENCE IN EXPENDITURE OF GRANT FUNDS

A. **Conflict of Interest** A conflict of interest exists if a Grantee’s officers, directors, agents, employees and family members use their position for a purpose that is, or gives the appearance of, being motivated by a desire for a private gain, financial or nonfinancial, for themselves or others, particularly those with whom they have family business or other ties. The Grantee must establish safeguards to prohibit such a conflict of interest from occurring. Safeguards, evidenced by rules or bylaws, shall also be established to prohibit persons from engaging in actions, which create or which appear to create a conflict of interest as described herein.

The Grantee must immediately notify the Department in writing of any actual or potential conflicts of interest, as well as any actions that create or which appear to create a conflict of interest.

B. **Interest of Public Officials/Employees**

(1) **Governmental Entity** If the Grantee is a governmental entity, the Grantee certifies that no conflict of interest as defined in Section 5.8(A) exists. Further, Grantee certifies that no officer or employee of the Grantee and no member of its governing body and no other public official of the locality in which the program objectives will be carried out who exercises any functions or
responsibilities in the review or approval of the undertaking or carrying out of such objectives shall participate in any decision relating to any contract negotiated under a program grant which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested, or has any financial interest, direct or indirect, in such contract or in the work to be performed under such contract.

(2) Nongovernmental Entity. If the Grantee is a nongovernmental entity, the Grantee certifies that no conflict of interest as defined in Section 5.8(A) exists. If such a conflict or appearance thereof exists or arises, the Grantee must provide immediate notification to the Department as provided in Section 5.8(A). The Department may, in its discretion, issue Grant Funds if it determines that appropriate safeguards are in place and that it is in the best interest of the State to proceed.

Violations of Section 5.8 may result in suspension or termination of this Agreement, and recovery of Grant Funds provided hereunder. Violators may also be criminally liable under other applicable State or Federal laws and subject to actions up to and including felony prosecution.

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

D. Hiring State Employees Prohibited. No State officer or employee may be hired to perform services under this Agreement, or be paid with Grant Funds derived directly or indirectly through this Grant without the written approval of the Department.

5.9 APPLICABLE STATUTES

A. Grantee Responsibility. All applicable Federal, State and local laws, rules and regulations governing the performance required by Grantee shall apply to this Agreement and will be deemed to be included in this Agreement the same as though written herein in full. 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 Department shall not be responsible for monitoring Grantee's compliance.

B. Land Trust/Beneficial Interest Disclosure Act (765 ILCS 405/2.1). No Grant Funds shall 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 Department identifying each beneficiary of the land trust by name and address and defining such interest therein.

C. Historic Preservation Act (20 ILCS 3420/1 et seq.). The Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Historic Preservation Agency. The Grantee shall 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 Historic Preservation Agency. 20 ILCS 3420/3(f).

D. State of Illinois Discrimination Laws (775 ILCS 5/1-101 et seq.). In carrying out the performance required under this Agreement, the Grantee shall comply with all applicable provisions of the Illinois Human Rights Act, and rules and regulations promulgated by the Illinois Department of Human Rights, prohibiting unlawful discrimination in employment. Grantee's failure to comply with all applicable provisions of the Illinois Human Rights Act, or applicable rules and regulations promulgated thereunder, may result in a determination that 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 canceled 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.

E. **Drugfree Workplace Act (30 ILCS 580/1 et seq.)** Grantee will make the certification required in this Agreement and will comply with all of the provisions of the Drugfree Workplace Act that are applicable to the Grantee. False certification or violation of the requirements of the Drugfree Workplace Act may result in sanctions including, but not limited to, suspension of grant payments, termination of this Agreement and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

F. **Freedom of Information Act (5 ILCS 140/1 et seq.)** Applications, programmatic reports and other information obtained by the Department under this Agreement shall be administered pursuant to the Freedom of Information Act.

G. **Prevailing Wage Act (820 ILCS 130/0.01 et seq.)** All projects for the construction of fixed works which are financed in whole or in part with Grant Funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01) unless the provisions of that Act exempt its application. In the construction of the project, the Grantee shall comply with the requirements of the Prevailing Wage Act, including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project shall be paid to all laborers, workers and mechanics performing work under the contract and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

H. **Victims Economic Security and Safety Act (820 ILCS 180 et seq.)** If the Grantee has 50 or more employees, it may not discharge or discriminate against an employee who is a victim of domestic violence, or who has a family or household member who is a victim of domestic violence, for taking up to a total of twelve (12) work weeks of leave from work during any twelve month period to address the domestic violence, pursuant to the Victims Economic Security and Safety Act. 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.

I. **Equal Pay Act of 2003 (820 ILCS 112 et seq.)** If the Grantee has four or more employees, it is prohibited by the Equal Pay Act of 2003 from paying unequal wages to men and women for doing the same or substantially similar work. Further, the Grantee is prohibited by the Equal Pay Act of 2003 from remedying violations of the Act by reducing the wages of other employees or discriminating against any employee exercising his/her rights under this Act. 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.

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

K. **Use of Illinois Labor for Public Works Projects (20 ILCS 605/605-390; 30 ILCS 570/0.01)** The Grantee shall provide the Department with documentation certifying that at least fifty percent (50%) of
the total labor hours performed to complete the project described in Scope of Work (Part II) were performed by actual residents of the State of Illinois, in those cases where the project meets the statutory definition of a state construction project in 20 ILCS 605/605-390. In periods of excessive unemployment the Grantee shall also provide the Department with documentation certifying that it has caused to be employed at least ninety percent (90%) Illinois laborers on the project described in Scope of Work (Part II), in those cases where the project meets the statutory definition of a public works project or improvement in 30 ILCS 570/0.01 et seq.

L. Minorities, Females, and Persons with Disabilities Act and Illinois Human Rights Act (30 ILCS 575/0.01; 775 ILCS 5/2-105) The Grantee acknowledges and hereby certifies compliance with the provisions of the Business Enterprise for Minorities, Females, 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 Scope of Work to be performed under this Agreement.

M. Identity Protection Act (5 ILCS/179 et. seq.) and Personal Information Protection Act (815 ILCS 530 et. seq.) The Department of Commerce and Economic Opportunity (DCEO) is committed to protecting the privacy of its vendors, grantees and beneficiaries of programs and services. At times, DCEO 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, grants. DCEO 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 DCEO as a result of state or federal laws, rules and regulations.

5.10 MISCELLANEOUS PROVISIONS

A. Independence of Grantee Personnel All technical, clerical, and other personnel necessary for the performance required by this Agreement shall be employed by or contracted with Grantee, and shall in all respects be subject to the rules and regulations of Grantee governing its employees. Neither Grantee nor its personnel shall be considered to be the agents or employees of the Department.

B. Grantor Authority The Department and its payroll employees, when acting pursuant to this Agreement, are acting as State officials in their official capacity and not personally or as the agents of others.

C. Governing Law This Grant is awarded in the State of Illinois for execution within the State of Illinois. This Agreement shall be governed by and construed according to Illinois law.

D. Worker's Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes The Grantee shall provide Worker's Compensation insurance where the same is required and shall accept 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.

E. Delivery of Grantee Payments Payment to the Grantee under this Agreement shall be made payable in the name of the Grantee and sent to the person and place specified in the Notice of Grant Award. The Grantee may change the person to whom payments are sent, or the place to which payments are sent by written notice to the Department signed by the Grantee, that complies with the requirements of Section 5.10(F) below. No such change or payment notice shall be binding upon the Department until ten (10) business days after actual receipt.
F. Notice Any notice, demand, or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth in the Notice of Grant Award by any of the following means: (a) personal service, (b) electronic communication, whether by telex, telegram or telecopy, (c) overnight courier, or (d) registered or certified first class mail, postage prepaid, return receipt requested. Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means, respectively. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received five (5) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

The Grantee acknowledges and agrees that its address set forth in the Notice of Grant Award is its current address and shall be considered its last known address for purposes of receiving any and all notice(s) required under this Agreement. The Grantee further acknowledges and agrees that the Department is justified in relying upon the address information furnished to it by the Grantee in absence of notice to the contrary. The Grantee also acknowledges and agrees that it has the burden of notifying the Department of its current/last known address. In the event that the Grantee changes its current address, it shall contact its Program Manager and notify him/her of said change of address and a formal modification will be executed.

G. Required Notice Grantee agrees to give prompt notice to the Department of any event that may materially affect the performance required under this Agreement. Any notice or approval relating to Section 5.5 (Termination), Section 5.7C (Discretionary Modifications), Section 5.7E (Waivers), and Section 5.10I (Assignment) must be executed by the Director of the Department or her/his authorized designee.

H. Modifications A modification of any condition of this Agreement must be requested in writing. No modification of any condition of this Agreement may be effective unless in writing from and signed by the Director of the Department.

I. Assignment The benefits of this Agreement and the rights, duties and responsibilities of the Grantee under this Agreement may not be assigned (in whole or in part) except with the express written approval of the Department acting through its Director. Any assignment by the Grantee in violation of this provision renders this Agreement voidable by the Department.

J. Severability Clause If any provision under this Agreement or its application to any person or circumstances is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or its application of this Agreement, which can be given effect without the invalid provision or application.

K. Integration Clause This Agreement, with attachments, as written, is the full and complete agreement between the parties and there are no oral agreements or understandings between the parties other than what has been reduced to writing herein.

L. Comptroller Filing Notice The Grantee expressly understands that whenever applicable, a copy of this Agreement and any modification, cancellation or renewal is required to be filed by the Department with the State Comptroller.

M. Subcontract and Grants The Grantee's services, duties and responsibilities specified herein shall not be subcontracted or subgranted by the Grantee without prior written approval of the Department, unless such subcontracts or subgrants are provided for elsewhere in this Agreement. Any subcontracts or subgrants shall be subject to, and conform with, all applicable State and Federal laws, and shall specifically provide that subcontractors or subgrantees are subject to all of the terms and conditions of this Agreement. For the Department to approve the use of any subcontract or subgrant, the Grantee must employ an open, impartial and reasonably competitive selection process.
N. **Attorney Fees and Costs** If the Department is the prevailing party in any proceeding to enforce the terms of this Agreement, the Department has the right to recover reasonable attorney fees, costs and expenses associated with recovering the Grant Funds.
PART VI
STATE OF ILLINOIS 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.

6.1 **COMPLIANCE WITH APPLICABLE LAW**

The Grantee certifies that it shall comply with all applicable provisions of Federal, State and local law in the performance of its obligations pursuant to this Agreement.

6.2 **CONFLICT OF INTEREST**

The Grantee certifies that it has no public or private interest, direct or indirect, and shall not acquire directly or indirectly any such interest which does or may conflict in any manner with the performance of Grantee's services and obligations under this Agreement.

6.3 **BID-RIGGING/BID-ROTATING**

The 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 Section 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33 E-3 and 5/33 E-4).

6.4 **DEFAULT ON EDUCATIONAL LOAN**

The Grantee certifies that this Agreement is not in violation of the Educational Loan Default Act (5 ILCS 385/3) prohibiting certain contracts to individuals who are in default on an educational loan.

6.5 **AMERICANS WITH DISABILITIES ACT**

The Americans with Disabilities Act (ADA) (42 U.S.C. 12101 et. seq.) and the regulations thereunder (28 CFR 35.130) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this grant, the Grantee certifies that services, programs and activities provided under this Agreement are, and will continue to be, in compliance with the ADA.

6.6 **DRUGFREE WORKPLACE ACT**

The Grantee certifies that:

A) ____ It is a Corporation, Partnership, or other entity (other than an individual) **with 24 or fewer employees** at the time of execution of this Agreement.

B) ____ That the purpose of this grant is to fund solid waste reduction.

C) ____ It is a Corporation, Partnership, or other entity (other than an individual) **with 25 or more employees** at the time of execution of this Agreement, or

D) ____ That it is an individual.

If Option "A" or "B" is checked this Agreement is not subject to the requirements of the Act.
If Option "C" or "D" is checked and the amount of this grant is five thousand dollars ($5,000.00) or more, the Grantee is notified that the Drugfree Workplace Act (30 ILCS 580/1 et seq.) is applicable to this Agreement, and the Grantee must comply with the terms of said Act, as set forth below:

Grantee will provide a drugfree workplace by:

(a) Publishing a statement:

(i) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Grantee's workplace.

(ii) Specifying the actions that will be taken against employees for violations of such prohibition.

(iii) Notifying the employee that, as a condition of employment on such grant, the employee will:

(A) abide by the terms of the statement; and

(B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

(i) the dangers of drug abuse in the workplace;

(ii) the Grantee's policy of maintaining a drug free workplace;

(iii) any available drug counseling, rehabilitation and employee assistance programs; and

(iv) the penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the grant and to post the statement in a prominent place in the workplace.

(d) Notifying the granting agency within ten (10) days after receiving notice, under part (B) of paragraph (iii) of subsection (a) above, from an employee or otherwise receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in, a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 of the Drugfree Workplace Act, 30 ILCS 580/5.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation are required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drugfree workplace through implementation of the Drugfree Workplace Act, 30 ILCS 580/5.

If Grantee is an individual, it certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this Agreement.

6.7 ANTI-BRIBERY

The Grantee certifies that neither it nor its employees have been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois, nor has Grantee or any of its employees made an admission
of guilt of such conduct which is a matter of record as defined in the Illinois Procurement Code (30 ILCS 500/50-5).

6.8 DISCRIMINATION/ILLINOIS HUMAN RIGHTS ACT

The Grantee certifies (i) that it will not commit unlawful discrimination in employment in Illinois as that term is defined in Article 2 of said Act; (ii) that it will comply with the provisions of Article 5 of the Act regarding equal employment opportunities and affirmative action; and, (iii) that it will comply with policies and procedures established by the Department of Human Rights under Article 7 of the Act regarding equal employment opportunities and affirmative action.

The Grantee further certifies that, if applicable, it will comply with "An Act to prohibit discrimination and intimidation on account of race, creed, color, sex, religion, physical or mental handicap unrelated to ability or national origin in employment under contracts for public buildings or public works." (775 ILCS 10/0.01 et seq.)

6.9 SEXUAL HARASSMENT

The Grantee certifies that it has written sexual harassment policies that shall 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 and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act (775 ILCS 5/2-105 (B)(5)). A copy of the policies shall be provided to the Department upon request.

6.10 INTERNATIONAL ANTI-BOYCOTT CERTIFICATION

The Grantee hereby certifies that neither the Grantee nor any substantially owned affiliate company of the Grantee is participating or will participate in an international boycott, as defined by the provisions of the U.S. Export Administration Act of 1979, or as defined by the regulations of the U.S. Department of Commerce, promulgated pursuant to that Act (30 ILCS 582/1 et seq.).

6.11 FEDERAL, STATE AND LOCAL LAWS; TAX LIABILITIES; STATE AGENCY DELINQUENCIES

The Grantee is required to comply with all federal, state and local laws, including but not limited to the filing of any and all applicable tax returns. In the event that a Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Department 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 Department. 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.

6.12 PROHIBITION OF GOODS DERIVED FROM CHILD LABOR

The Grantee certifies, in accordance with Public Act 94-0264, that no foreign-made equipment, materials, or supplies furnished to the State in connection with this Agreement have been produced in whole or in part by the labor of any child under the age of 12.

6.13 PREVAILING WAGE
The Grantee acknowledges that receipt of Grant Funds under this Agreement require compliance with the Prevailing Wage Act (820 ILCS 130 et. seq.). Persons willfully failing to comply with, or willfully violating this Act may be in violation of the Criminal Code. Questions concerning compliance with the Prevailing Wage Act should be directed to the Illinois Department of Labor.

**6.14 LIEN WAIVERS**

The Grantee shall monitor construction to assure that necessary contractor’s affidavits and waivers of mechanics liens are obtained prior to release of Grant Funds to contractors and subcontractors.

**6.15 INTERAGENCY WETLAND POLICY ACT**

The Grantee certifies that the proposed project is compatible with established state policy regarding wetlands, pursuant to the Interagency Wetland Policy Act of 1989. The Grantee acknowledges that the Illinois Department of Natural Resources may, from time to time, monitor the proposed project to ensure continued compliance with the aforementioned Act. In the event that the project does not remain in compliance with the Act, such noncompliance shall constitute a breach of the Agreement, and failure to cure the breach within sixty (60) days after notice thereof will result in the termination of this Agreement.
## ADDITIONAL APPROPRIATION FOR THE ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY TRADE ADJUSTMENT ASSISTANCE GRANT PY16 AGREEMENT NO. 16-661006 COMPANY 5000 – ACCOUNTING UNIT 2840 $940

### REVENUE

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**TOTAL ANTICIPATED REVENUE** $940

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**TOTAL CONTRACTUAL SERVICES** $940

**TOTAL ADDITIONAL APPROPRIATION** $940
ADDIONAL APPROPRIATION FOR THE
ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) GRANT PY17
INTER-GOVERNMENTAL AGREEMENT NO. 17-681006
COMPANY 5000 – ACCOUNTING UNIT 2840
$44,838

REVENUE
41000-0008 – Federal Operating Grant-DOL $ 44,838

TOTAL ANTICIPATED REVENUE $ 44,838

EXPENDITURES
CONTRACTUAL
53400 Rental of Office Space $ 4,485
53820 Grant Services 40,353

TOTAL CONTRACTUAL $ 44,838

TOTAL ADDITIONAL APPROPRIATION $ 44,838
Grant Agreement Modification
WIOA Formula Youth - Adult - Dislocated Worker
17-681006

1. Grant Recipient: DuPage County
2. Grant Agreement: 17-681006
3. Modification Number: 002
4. Current Grant Period: 07/01/2017 to 06/30/2019
5. Funding Source: WIOA YOUTH, ADULT, DISWORKER
6. Purpose of Modification:
   Budget
   To incorporate additional funds being made available to the local areas.

Except as modified herein, the basic Agreement remains unchanged, including all prior modifications as agreed to by the parties.

7. This modification has the following effect on the total amount of the grant:
   Increase of $44,838.00 From $5,412,938.00 To $5,457,776.00

8. Signature:
   Grantee: DuPage County
   
   [Signature]
   
   Margaret Ewing, Director
   Human Resources

   Illinois Department of Commerce and Economic Opportunity

   By: Sean McCarthy, Director

   [Date]
### Grant Agreement Modification

**WIOA Formula Youth - Adult - Dislocated Worker**

**17-681006**

**Name of Applicant/Grantee:** DuPage County  
**Application Grant Number:** 17-681006  
**Modification Number:** 002  
**Project Duration:**  
- **Begin Date:** 07/01/2017  
- **End Date:** 06/30/2019

#### Summary of Project – By Budget/Cost Category

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<td>YOUTH-I/S WORK BASED TRAINING</td>
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<td>13,591.00</td>
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<td>3010</td>
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<td>$44,838.00</td>
<td>$5,457,776.00</td>
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LIST OF APPROVED WIOA TRAINING PROVIDERS

Below is the list of Training Providers that are eligible to receive WIOA and TAA funds. New training providers may periodically be added to the state-wide eligible provider system. If a training provider’s eligibility needs to be verified, and it is not on the list below, the provider’s information can be found in the illinoisworknet.com website. The illinoisworknet.com site houses the directory of all WIOA-eligible providers in the state. Using this link: https://www.illinoisworknet.com/Training/Pages/WIOATrainingProgramSearch.aspx, the “WIOA Approved Training Programs” search tool can be used to locate eligible providers and programs. You can enter all or part of the provider’s name in the search criteria to find a provider.

Current Provider List

| 160 Driving Academy          | Illinois Institute of Technology |
| A Plus Healthcare Training  | Illinois Welding School          |
| Able Career Institute at National Able Network | IT Expert System |
| Advantage Driver Training   | Jane Addams Resource Corp        |
| Ambria College of Nursing   | Joliet Junior College            |
| American Business College   | Kishwaukee Community College     |
| Aquarius Institute of Computer Sciences | Mexico Juarez Driving School |
| Aurora University           | MicroTrain                       |
| B & Da Inc.                 | Midwestern Career College        |
| Benedictine University      | National College of Health       |
| Chamberlain College of Nursing | Northbrook College of Healthcare |
| Chicago Professional Center | Northern Illinois University     |
| City Colleges/Richard J. Daley College | Northwest Suburban College |
| City Colleges/Wilbur Wright College South Campus | PCCTI |
| COD Book Store/Follett      | Prairie State College            |
| College of DuPage           | Premier Technology Consultants, Inc. |
| Computer Training source inc. | Professional Truck Driving School, Inc. |
| DePaul University           | Progressive Driving School       |
| DeVry University            | Rasmussen College                |
| Directions Training Center  | Rock Valley College              |
| eConsulting Group, Inc.     | Star Truck Driving School, Inc.  |
| Elgin Community College     | Symbol Training Institute        |
| Elmhurst College            | Triton College                   |
| Genesis Healthcare Institute| Universal Technical Institute     |
| Harper College              | University of St. Francis        |
| Harper College Professional Center | University of St. Francis/Barnes & Noble College Bookstore |
|                            | Waubonsee Community College      |
|                            | Wolf Driving School              |

Attachment: List of Approved Training Provider (Attach-I) (ED-R-0390-18 : Amendment to Resolution ED-R-0144-18, Increase $585,962)
List of Approved Youth Contracts

Below is a list of Youth Contracts that are currently eligible to receive WIOA funds. New youth contracts may periodically be added as approved through a Request For Proposal (RFP) process.

Outreach Community Services
Parents Alliance Employment Project
Quad County Urban League, Inc.
## BUDGET ADJUSTMENT

**Effective June 20, 2016**

<table>
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<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Title</th>
<th>Available Balance</th>
<th>Finance Dept Use Only Available Balance</th>
<th>Prior to Transfer</th>
<th>After Transfer</th>
<th>Date of Transfer</th>
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<td>2840</td>
<td>50000</td>
<td>Regular Salaries</td>
<td>$301,323.00</td>
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<td>Participant Salary</td>
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<td>51000</td>
<td>Benefit Payments</td>
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<td>Employer Share IMRF</td>
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<td>2840</td>
<td>51040</td>
<td>Employee Med &amp; Hosp Insurance</td>
<td>$115,000.00</td>
<td>$146,547.67</td>
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<td>2840</td>
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<td>2840</td>
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<td>Other Contractual Expense</td>
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<td>$55,238.50</td>
<td>$4,238.50</td>
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<td></td>
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**Total** $600,823.00

---

### Reason for Request:

The purpose of this budget transfer is to cover various expenses to fully spend the grant by 6/30/19. A reorganization was done in October 2017 which reduced payroll costs by approximately 6 FTEs. The savings in payroll allowed for more money for various operating expenses and training assistance. Other expenses that will be covered by this budget transfer include renewal of Microsoft Office 365 software in Jan2019, One-stop operator contract for FY18, rent, utilities, travel, other operating expenses and training assistance. This budget transfer is also in accordance with the budget modification that was approved by the State.

---

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

**Finance Department Use Only**

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Budget Journal #</th>
<th>Acctg. Period</th>
</tr>
</thead>
</table>

**Entered By/Date** ________________________  **Released By/Date** ________________________  **Posted By/Date** ________________________

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---

**Department Head**

**Chief Financial Officer**

Approved - Finance Committee

---

**Date**

---

**Activity 17-981006**

**Date** 6/21/18
August 14, 2018

Dear Lisa Schvach,

I would like to personally invite you to Illinois’ first-ever Governor’s Summit on work-based learning and career pathways. Entitled Work, Learn, Grow: Pathways to the Jobs of Illinois’ Future, this gathering will bring together forward-thinking leaders like you to learn and discuss ways in which businesses and educators can work together to fill critical job needs, setting Illinoisans on pathways to self-sufficiency and leading to improved community prosperity.

As Governor, I have championed the importance of work-based learning as a critical tool in growing our school-to-work pipeline. Right here in Illinois, we’ve seen amazing partnerships develop between City Colleges of Chicago and Aon; between thyssenkrupp Presta, thyssenkrupp Crankshaft and Danville High Schools in Danville, Illinois. These collaborations are just a few examples of the power of work-based learning to support our families, communities and economy.

Many organizations like DuPage County Department of Human Resources at the workNet DuPage Career Center are doing great work to support the engagement of Illinoisans in a variety of career opportunities. Today, I invite you to elevate that leadership by joining the movement — which will officially launch at the Governor’s Summit — to expand work-based learning and create career pathways to ensure our state’s workforce and companies remain competitive in the global economy. This exciting day will include dynamic speakers, panelists and work sessions through which you’ll have the opportunity to network with and learn from like-minded leaders. We’ll also unveil a new technological tool to support your work.

Thank you for all that you’ve already done for Illinois. We are eager to continue supporting your work to ensure the longevity of this movement to create and maintain enhanced career pathways statewide, and look forward to seeing you on Oct. 1, 2018, in East Peoria, Illinois from 8am-5pm for this inaugural event.

Sincerely,

Bruce Rauner
Governor, State of Illinois

Please use the following link to register by Sept. 10 for the Governor’s Summit on Oct. 1, 2018, in East Peoria, Illinois: https://icsps.illinoisstate.edu/machform/view.php?id=85464. Space is limited and is available on a first-come, first-served basis.
Dear Jamie Brown,

I would like to personally invite you to Illinois’ first-ever Governor’s Summit on work-based learning and career pathways. Entitled Work, Learn, Grow: Pathways to the Jobs of Illinois’ Future, this gathering will bring together forward-thinking leaders like you to learn and discuss ways in which businesses and educators can work together to fill critical job needs, setting Illinoisans on pathways to self-sufficiency and leading to improved community prosperity.

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Many organizations like DuPage Workforce Board are doing great work to support the engagement of Illinoisans in a variety of career opportunities. Today, I invite you to elevate that leadership by joining the movement — which will officially launch at the Governor’s Summit — to expand work-based learning and create career pathways to ensure our state’s workforce and companies remain competitive in the global economy. This exciting day will include dynamic speakers, panelists and work sessions through which you’ll have the opportunity to network with and learn from like-minded leaders. We’ll also unveil a new technological tool to support your work.

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Bruce Rauner
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Sales Report - Booked Business

- Rockwell Automation – 495 room nights
- Crowe Horwath LLP – 910 room nights
- PolyOne Corporation – 150 room nights
- Griffith Foods Exec Training – 52 room nights
- Nestle Leaf – 1,200 room nights
- IL Association of Defense Trial Counsel – 300 room nights
- Professional Service Association – 600 room nights
- QAD Inc – 281 room nights
Booked Business (Cont.)

- Hearing Impaired Hockey – 441 room nights
- Avery Dennison Training – 600 room nights
- Knights of Peter Claver – 2,200 room nights
- Chi Eta Phi Boule – 1,091 room nights
- USA Weightlifting Nationals – 920 room nights
- USA Weightlifting Junior Championships - 1,250 room nights
- USA Powerlifting – Open Nationals – 455 room nights
- USA RAW Powerlifting – 976 room nights
Sales Q4

13,000 booked hotel rooms
31 booked conferences and meetings
$12 million in estimated impact
Connect Chicago 2019, Itasca – 145 room nights
Marketing/PR Q4

Press Mentions: 8
PR impressions: 470,933,189
Facebook Users Reached: 342,000
Art Institute of Chicago
October Art Month in DuPage
$2.6 billion in visitor spend, up 3%

23,300 employed in the hospitality workforce, up 2%

$719 million in payroll, up 4%

$160 million in state tax receipts, up 9%

$46 million in local tax receipts, up 3%
Other counties are investing and growing

Winnebago (Rockford)
Cook (includes Rosemont)
Kane
St. Claire
Will
Critical Time for Hotels

Increased inventory in Chicago, 4,380 rooms
New developments in Chicago, over 50 projected
Significant hotel rooms lost to Chicago from DuPage
Minimal compression/few large Chicago tradeshows
Lower occupancies

Source: Ted Mandigo & Co.
### Critical Time for Hotels

#### Tab 2 - Multi-Segment

For the month of June 2018

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<th>Occupancy</th>
<th>ADR (%)</th>
<th>RevPAR (%)</th>
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<td>2016</td>
<td>2017</td>
<td>2016</td>
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<td>Chicago Area</td>
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Currency: USD - US Dollars

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DuPage Response to competition

Hotel marketing committee launches promotional campaign in Ohio, Texas, Maryland based on data

Cooperative advertising programs with communities/hotels

Create demand for hotels
short term....pharma and medical
long term...(new developments/sports)

Continue to invest in Municipal/DCVB program, 33 new meetings
Pending Business

- National Baptist Congress – 2,200 room nights
- A-6 Intruders Association – 742 room nights
- Federation of Tamil Sangams – 1,400 room nights
- Perfect Game USA Baseball, headquarter relocation/sports dev.
- Illinois Basketball Museum Development
- U.S. Olympic Boxing
Budget request from DuPage County

$60,000 in 2018

$50,000 for 2019 plus bid fees as needed
Budget items

Meetings Max

Bid fees

Olympic qualifier site visits, Colorado

swimming
synchronized diving
water polo
Annual Meeting - September 27, 2018

DUPAGE CONVENTION & VISITORS BUREAU
ANNUAL MEETING BREAKFAST AND PANEL DISCUSSION

Remaining Competitive in Today’s Economic Landscape

Cantigny Park
151 S Winfield Road, Wheaton
Thursday, September 27, 2018
7:30 a.m. Networking and Breakfast
0:00 – 9:30 a.m. Presentation

Purchase your ticket here

Annual Friend of Tourism honorees:
- Former State Representative Patricia Bellock
- DuPage County Board Member Tonia Khouri

DiscoverDuPage.com
Thank You
CHOOSE THE PEOPLE, THE PLACE, THE PROSPERITY OF DUPAGE COUNTY.

CHOOSE THE DUPAGE ADVANTAGE.
ACCELERATING THE DUPAGE ADVANTAGE

Choose DuPage is a private- and public-sector partnership composed of leaders from 39 municipalities, and we continue to grow DuPage’s diverse economy in a business-friendly environment. With historically low unemployment, the area’s best educated workers, great schools and safe communities, employers and respected organizations recognize the DuPage Advantage.

DuPage County is home to nearly 75,000 businesses and over 650,000 jobs. We boast over 1,000 foreign-owned firms representing 43 countries. Companies of every kind benefit from the high quality-of-life, highly skilled and educated workforce, and premier location.

DUPAGE COUNTY IS SYNONYMOUS WITH PROSPERITY, AND PROSPERITY MOVES IN ONE DIRECTION: FORWARD.

We made massive economic development progress in 2017: 91 projects resulted in $618 million invested, 5,690 jobs were created or retained, and 7 million square-feet of new or improved space was developed. As we advance into 2018, we move with the deliberate drive of innovation. Because we choose Prosperity. And we choose to make it our region’s reality.

WE ARE CHOOSE DUPAGE, AND WE ARE PROSPERITY IN MOTION.

Dan Cronin, Chairman, DuPage County Board & Public-Sector Co-Chair, Choose DuPage
Ron Lunt, Partner, Hamilton Partners & Private-Sector Co-Chair, Choose DuPage
EVER UPWARD

I’m proud to say that 2017 was a year of forward motion.

We made great strides in our 4-Point Plan for Prosperity. We brought together public- and private-sector leaders to understand and address the evolving needs of businesses within DuPage’s diverse economy. We realized our continued initiatives as businesses moved to DuPage, and we moved forward in our relationships with all the businesses we’ve retained. As we carry our momentum into 2018, we will continue to implement dynamic strategies for forward motion. By supporting efforts to reduce the size, scope, and cost of local government, as well as working to adopt a state budget consistent with the mission and vision of Choose DuPage, we will continue to address policy issues critical to the needs of the regional economy.

We will continue to take our place on the world stage; increasing Foreign Direct Investment (FDI) and exports are now one of our key strategic initiatives. DuPage County is a proven and premier global location. We know it, and the world is taking notice. By attending events, talking at tradeshows, being ambassadors for our region, and increasing our marketing efforts, we will maintain our trajectory of tangible Prosperity.

I choose to continue to serve as President & CEO of Choose DuPage because there’s something special about DuPage County. There’s a reason behind the relationships we forge and a cause for the connections we make. Our bond collectively drives us to make DuPage County all that we know it can be.

When our goals for 2018 are achieved, many new businesses will call DuPage home. When they discover for themselves the place that moves us, we’ll be right there to say, WELCOME TO DUPAGE COUNTY.

WELCOME TO PROSPERITY IN MOTION.

Sincerely,

John A. Carpenter
President & CEO, Choose DuPage
Economic Development Alliance
## DUPAGE COUNTY TOP 15
### PUBLICLY-HELD COMPANIES

<table>
<thead>
<tr>
<th>COMPANY NAME</th>
<th>LOCATION</th>
<th>WORKFORCE</th>
<th>REVENUE (Millions)</th>
</tr>
</thead>
<tbody>
<tr>
<td>MCDONALD'S CORP.</td>
<td>Oak Brook</td>
<td>375,000</td>
<td>$24,622.00</td>
</tr>
<tr>
<td>NAVISTAR INTERNATIONAL CORP.</td>
<td>Lisle</td>
<td>11,300</td>
<td>$8,111.00</td>
</tr>
<tr>
<td>UNIVAR INC.</td>
<td>Downers Grove</td>
<td>8,700</td>
<td>$8,074.00</td>
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<td>DOVER CORPORATION</td>
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<td>29,000</td>
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<td>TREEHOUSE FOODS INC.</td>
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<td>16,027</td>
<td>$6,175.40</td>
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<td>ARTHUR J. GALLAGHER &amp; CO.</td>
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<td>24,790</td>
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<td>HUB GROUP INC.</td>
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<td>2,755</td>
<td>$3,573.00</td>
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<td>DEVRY EDUCATION GROUP</td>
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<td>13,704</td>
<td>$1,844.00</td>
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<td>AAR CORP.</td>
<td>Wood Dale</td>
<td>4,700</td>
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<td>SUNOCO ENERGY INC.</td>
<td>Lisle</td>
<td>1,174</td>
<td>$1,223.00</td>
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<td>FTD COS.</td>
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<td>$1,122.00</td>
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<td>KNOWLES CORP.</td>
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<td>$859.00</td>
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<td>$780.00</td>
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<td>1,888</td>
<td>$768.00</td>
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<td>FEDERAL SIGNAL CORP.</td>
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<td>2,200</td>
<td>$798.00</td>
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### PRIVATELY-HELD COMPANIES

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<tr>
<th>COMPANY NAME</th>
<th>LOCATION</th>
<th>WORKFORCE</th>
<th>Revenues (Millions)</th>
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<td>EBY-BROWN CO. LLC</td>
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<td>600</td>
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<td>800</td>
<td>$1,300.00</td>
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<td>NAPLETON AUTOMOTIVE GROUP</td>
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<td>FERRARA CANDY CO.</td>
<td>Oakbrook Terrace</td>
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<td>READERLINK LLC</td>
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<td>365</td>
<td>$961.00</td>
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<td>Woodridge</td>
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<tr>
<td>WILTON BRANDS</td>
<td>Naperville</td>
<td>740</td>
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</table>
Millennial professionals can’t help but recognize the DuPage Advantage. More of the older millennial workforce are now settling down and buying homes in DuPage County, while their younger counterparts choose to enjoy the thriving culture and affordable environment they’ll find in DuPage County.

To attract the talents of a younger workforce, Choose DuPage has devised tangible strategies (like solving the first & last mile commute challenge) and economic initiatives. Sure enough, many millennials are increasingly choosing to advance their careers and livelihoods in DuPage County.

DRIVING THE DUPAGE DIFFERENCE

A HIGHER DEGREE OF PROSPERITY

The DuPage Advantage means a highly motivated, highly educated workforce. In fact, 1 in 5 people in DuPage County’s workforce has a post-graduate degree.

DUPAGE DETAIL
#101

Packet Pg. 99

Communication: Choose DuPage 2017 Annual Report (Discussion)
DUPAGE COUNTY ECONOMIC INDICATORS

INDUSTRIAL VACANCY RATE: LOWEST IN THE REGION.
DuPage County has the lowest industrial vacancy rate in the region. Rates have dropped a total of 7.4% since 2010.

<table>
<thead>
<tr>
<th>Quarter</th>
<th>Industrial Vacancy Rate</th>
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<tbody>
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<td>Q1</td>
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<tr>
<td>Q2</td>
<td>16.9%</td>
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<td>Q3</td>
<td>16.6%</td>
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<tr>
<td>Q4</td>
<td>15.8%</td>
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UNEMPLOYMENT RATES

<table>
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<tr>
<th>Quarter</th>
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<tbody>
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<tr>
<td>Q2</td>
<td>3.3%</td>
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<tr>
<td>Q3</td>
<td>4.4%</td>
</tr>
<tr>
<td>Q4</td>
<td>3.8%</td>
</tr>
</tbody>
</table>

NUMBER OF BUSINESSES

2017: 74,838
MAJOR EMPLOYMENT SECTORS

- Healthcare & Social Assistance: 11.3%
- Retail Trade: 9.8%
- Professional, Scientific and Technical Services: 9.4%
- Administrative and Support: 9.1%
- Manufacturing: 8.5%
- Wholesale Trade: 7.7%
- Accommodations and Food Services: 7.2%
- Educational Services: 6.4%
- Finance and Insurance: 5.0%
- Transportation and Warehousing: 4.8%
- Construction: 4.8%
- All Other Industries: 16%

WORKFORCE & EMPLOYMENT OVERVIEW

- UNEMPLOYMENT RATE: 3.8%
- JOB GROWTH: 1.8%
- NUMBER OF EMPLOYEES IN DUPAGE: 657,198

KEY INDUSTRIES

LARGEST INDUSTRIES BY NUMBER OF JOBS

- Healthcare & Social Assistance: 74,017
- Retail Trade: 64,412
- Professional, Scientific, and Technical Services: 61,714
- Administrative and Support: 60,125
- Manufacturing: 55,798
- Wholesale Trade: 51,665
- Accommodation and Food Services: 47,186
- Educational Services: 41,824
- Finance and Insurance: 32,572
- Transportation and Warehousing: 31,579
- Construction: 31,333

FASTEST GROWING INDUSTRIES

- Healthcare & Social Assistance: 4.4% $56,630
- Professional, Scientific, and Technical Services: 2.4% $88,801
- Construction: 4.7% $73,262

DEMOGRAPHIC PROFILE

- POPULATION: 930,514
- NUMBER OF HOUSEHOLDS: 357,549
- MEDIAN HOUSEHOLD INCOME: $81,521

EDUCATIONAL ATTAINMENT

- High School Graduate or Higher: 93.4%
- Bachelor’s Degree or Higher: 50.2%
- Postgraduate Degree: 19.3%

Source: JobsEQ
A NEW REVOLUTION

Revolution is change. The breakthrough that moves society forward. And this was a year of monumental change for Rev3 Innovation Center.

In 2017, Choose DuPage and Rev3 Innovation Center worked closely with the College of DuPage to develop and unveil a new business incubator and accelerator—Innovation DuPage.

A new and ground-breaking program, Innovation DuPage will connect emerging businesses with the necessary resources to thrive and stimulate job growth. Rev3 will become part of this venture as they forge new advancements for DuPage County.

Working closely with partners Benedictine University, Elmhurst College, the Village of Glen Ellyn, Choose DuPage, Rev3 and College of DuPage combined their minds and resources to conceive the cutting-edge innovation initiative.

THE COLLEGE OF DUPAGE WILL BEGIN RENOVATING A PORTION OF THE GLEN ELLYN CIVIC CENTER IN 2018, WHICH WILL BECOME THE NEW HOME OF INNOVATION DUPAGE.

“We have a strong belief that the education, training and the extraordinary workforce of this district are absolutely the formula for success and leadership within the state and, indeed, within the nation.”

– Dr. Ann Rondeau, President, College of DuPage

Combining Rev3’s drive and powers of foresight with DuPage’s wisest business leaders and brightest young minds, Innovation DuPage is poised to turbo-boost our county into a new tomorrow.
WRITING A NEW PRESCRIPTION FOR PROSPERITY

Recognizing that DuPage is the place where Prosperity is in motion, more and more companies are moving to choose the DuPage Advantage.

In the biggest suburban office lease of the year, Amita Health has leased 225,000 square feet of the Navistar campus in Lisle, bringing 1,100 jobs to DuPage.

After expanding its reach via a massive new merger, the health system is writing a new prescription for Prosperity.

This will improve not only the health of our people, but of our economy as well: office workers and healthcare professionals will support restaurants, hotels, and other key attractions.

WITH CUTTING-EDGE MEDICAL INNOVATION COMBINED WITH LANDMARK ECONOMIC INITIATIVES, DUPAGE’S PROGNOSIS FOR PROSPERITY IS RESOUNDINGLY POSITIVE.

WHERE HEALTH MEETS WEALTH

Even more than the health of our economy, we care for the health of our people. In fact, DuPage was ranked the #1 healthiest county in Illinois (out of 102) by County Health Rankings and Road Maps.
UP, UP & AWAY

The Rexnord Corporation, a multiplatform industrial leader serving a diverse array of global markets, has kept industry in motion for 125 years.

And after a nationwide search in 2017, they decided to continue thriving in DuPage County.

“We are investing in a new facility on our existing site to support the growing needs of our customers,” said Jamie Quilter, Rexnord Vice President & General Manager of Aerospace. “The new facility will provide upgraded technology and additional capacity - as well as provide our customers with an exciting experience and our associates with a unique collaborative and innovative environment.”

Rexnord will redevelop their existing site at 2400 Curtiss in the Ellsworth Business Park, retaining 310 jobs. On top of that, they plan to expand and build a new 248,000 square-foot Aerospace Headquarters, scheduled to be completed in 2019.

The Village of Downers Grove itself, working in tandem with the Downers Grove Economic Development Corporation, were both instrumental to the decision. With its strong school districts, industry-friendly environment, and high quality of life, Rexnord recognized that location was paramount to continue building the future of their business.

AFTER ALL: DUPAGE COUNTY HAS EVERYTHING A COMPANY NEEDS TO SOAR INTO THE STRATOSPHERE OF SUCCESS.
CHAMBERLAIN GROUP INC.

THE GATEWAY TO PROSPERITY

The surest guarantee for forward motion is by staying situated in DuPage County.

And that is just what Chamberlain Group (CGI) proved by debuting a dynamic, state-of-the-art, 223,000-square-foot facility in Oak Brook.

A global leader in access control, CGI is going from engineering door operators, to opening new doors of prosperity. By retaining 650 jobs on the new 20-acre, cutting-edge campus, they are fostering a collaborative environment poised for strategic growth.

AND THRIVING IN DUPAGE COUNTY, THE SPIRIT OF INNOVATION WILL KEEP THEIR COMPANY MOVING FORWARD.

ADAPTING TO TODAY

The CGI Headquarters, like many buildings in DuPage, is designed to respond to its environment. The façade’s transparent, high performance glass harnesses the power of the sun to heat the interior during the winter.
NEW & EXPANDED COMPANIES

In 2017, 91 businesses chose their place in DuPage County.

Projects are defined by the following criteria: $1 million invested, 20,000 square-foot of new or improved space, 50 jobs created, headquarters facility, or Choose DuPage involvement.

These DuPage County projects represent $618 MILLION invested, 5,690 jobs created or retained, and 7 MILLION square-feet of new or improved space.

THE MOST DELIBERATELY PLANNED STEPS LEAD TO DYNAMIC LEAPS FORWARD


In fact, DuPage ranked 2nd in the region in terms of total projects.

DuPage County projects represent $618 MILLION invested, 5,690 jobs created or retained, and 7 MILLION square-feet of new or improved space.

Source: World Business Chicago, Choose DuPage
Choose DuPage President & CEO John Carpenter knows how to keep our County moving forward.

2 years ago, he unveiled his 4-Point Plan for Prosperity. Here’s how we made tangible progress to bring them to fruition in 2017.
2017 saw Choose DuPage turning the work of the scientific prophets at Argonne National Laboratory into economic profit for the region. As they help our nation build an economy fueled by green energy, Choose DuPage is working to make that a future filled with green.

Argonne launched Chain Reaction Innovations (CRI) in 2016 (an onsite tech incubator for science and energy entrepreneurs). Since that time, Argonne has been working closely with Choose DuPage to attract companies that would best benefit from Argonne’s world-class facilities and research.

The Laboratory took an even greater leap forward this year, after Choose DuPage included Argonne in our plans for Innovation DuPage, a new business incubator and accelerator being launched in partnership with Choose DuPage, Rev3 Innovation Center, College of DuPage, Village of Glen Ellyn, Benedictine University, Northern Illinois University, Elmhurst College, and DuPage Impact LLC. As plans for Innovation DuPage progress, we hope to solidify our partnership with Argonne and Chain Reaction Innovations.

Additionally, by folding in Argonne to participate in Choose DuPage programs such as the Regional Business Outlook, our partnership stands committed to progress.

AND TOGETHER, WE MOVE FORWARD INTO A BRIGHT FINANCIAL FUTURE.
INDUSTRY IS ON THE MOVE

THE FIRST & LAST MILE COMMUTE

Any company that calls the suburbs home is challenged to find ways to alleviate the commutes of their workers who choose not to drive. Many office buildings aren’t conveniently located to public transit alternatives such as train stations. We call this challenge the first-mile & last-mile commute problem.

Luckily for those companies in our region, Choose DuPage has been working to keep the people moving: since 2016, we have been working with Burr Ridge-based InnovaEV, Hamilton Partners and the Village of Itasca to tackle the last-mile commute problem.

And in 2017, InnovaEV launched a pilot program using electric vehicles to transport employees from the Itasca train station to the office development Hamilton Lakes. This paradigm-shifting program has laid the groundwork for additional pilot programs in an effort to apply our solutions to alternate scenarios.

“The key to problem-solving is to never stop moving.”

~ John Carpenter, Choose DuPage President & CEO
BRINGING THE FUTURE TO LIFE

DUPAGE BUSINESS CENTER

The DuPage Business Center is a prime example of Choose DuPage’s commitment to innovative development opportunities. And in 2017, we invited businesses to discover it themselves.

As enterprises begin to take root in the 800-acre campus in West Chicago, it remains a fertile ground for development for many others. With a diverse communication system, dynamic utilities onsite, and direct access to DuPage Airport, the campus is primed for even further development, and perfect for a variety of businesses.

Plans are underway for 800,000 square feet of warehouse distribution space at the business park, with plans for another 750,000 square feet of manufacturing and distribution. The Business Center is poised to bring yet another 1.1 million square feet of manufacturing and distribution in 2019.

As we look toward 2018, there is only upward growth.

BECAUSE FOR CHOOSE DUPAGE, NOTHING STANDS IN THE WAY OF MAKING OUR REGION THE GLOBAL GIANT WE KNOW IT IS.
PROSPERITY MOVES ACROSS THE WORLD
WESTERN ACCESS O’HARE

Providing meaningful access to O’Hare from the western suburbs will take our region to new heights. Choose DuPage has embarked on a mission to transform the region—saving $145M in travel delays, creating over 13,000 jobs annually during the project, boosting local tax revenues by $29M annually, and most importantly, laying the groundwork for the creation of 65,000 jobs by 2040.

In 2017, the Illinois Tollway opened a second stretch of road on Illinois Route 390 from I-290 to Illinois Route 83. That’s right: Illinois Route 390 now connects from Lake Street (U.S. Route 20) to Illinois Route 83. With that crucial project complete, the opportunity is now open to build a bypass that would connect I-90 and I-294. Choose DuPage will continue to work with the Illinois Tollway and DuPage County towards the completion of this critical bypass, and ultimately deliver meaningful western access to O’Hare.

AND FROM THERE, THE SKY’S THE LIMIT FOR THE PLACE OF PROSPERITY WE CALL HOME.
Every year, Choose DuPage gathers public- and private-sector visionaries: inspiring individuals who promote their perspectives on the people, place and Prosperity of DuPage County. And in 2017, they moved audiences at a number of events, advancing our region with every remark.

OVER THE NEXT FEW PAGES, DISCOVER…

- 8th Annual DuPage County Regional Business Outlook
- DuPage Metals and Machinery Manufacturing Event
- DuPage County Business Forum
- Chairman’s Breakfast
- DuPage Communities Meetings
FORGING THE FUTURE
DUPAGE METALS & MANUFACTURING: TALENT, DEVELOPMENT AND RETENTION IN DUPAGE COUNTY
MARCH 24, 2017 | PRESENTED BY: CHOOSE DUPAGE

Manufacturing jobs have evolved with the digital world, and DuPage County is advancing the new era even further. Giants of industry and education gathered to discuss ways to support the talent, development and retention of Metals and Manufacturing companies and position DuPage County as a world class manufacturing center.

PANEL
• Aneesa Muthana, Pioneer Service
• Aaron Wiegel, Wiegel Tool Works
• Jim Jett, Chips Manufacturing
• John Bradarich, IMEC

MOVING TOWARD PROSPERITY
8TH ANNUAL REGIONAL BUSINESS OUTLOOK
MAY 3, 2017 | DRURY LANE CONFERENCE CENTER
PRESENTED BY: CHOOSE DUPAGE | ICE MILLER LLP & MESIROW FINANCIAL

“This is the right now economy,” declared Howard Tullman, CEO of 1871. “People want things now. Businesses need to be there—to be helpful, to be quick, and to develop the methodology to pay me for my attention—meaning that the business saves me time, helps me make a better decision or saves me money.”

Tullman gave a gripping and rapid fire review of the major tech trends and disruptive innovation that are shifting new product development and satisfying the accelerating demands of customers.

In his prior remarks, DuPage County Board Chairman Dan Cronin had confirmed that Choose DuPage already has its finger on the pulse of the world market, and adapts to the ever-changing landscape of business.

“I’m pleased to report our DuPage economic picture is positive,” said Chairman Dan Cronin. “We strive to create an atmosphere in which both new and established businesses can grow and thrive. Our unemployment rate is among the lowest in Illinois and we know employers are attracted by our highly trained and educated workforce and our outstanding quality of life.”

And by bringing together nearly 700 local business owners, executives, government and education leaders to share their insights, the information exchanged at the Regional Business Outlook will have rippling effects for years to come.
DUPAGE COUNTY
BUSINESS FORUM

TUNED INTO TECH

NOVEMBER 16, 2017 | MEDINAH COUNTRY CLUB
SPONSORED BY: PNC AND RATHJE & WOODWARD LLC

2017’s Business Forum was designed around digital technology, and how it affects and enhances business of all types and sizes. The program outlined the opportunities that digital technology brings: highlighting the benefits (like marketing and business operations), drawing attention to the challenges (like privacy and security breaches), and giving business owners the tools to balance both aspects.

MODERATOR
• John Pletz, Technology Reporter, Crain’s Chicago Business

PANEL
• Andrew Liuzzi, Executive Vice President, Crisis & Risk Management, U.S. Lead, Data Security & Privacy Group | Edelman
• Ray Sanguinetti, Attorney | Rathje & Woodward LLC
• Jesse Rothstein, Executive Vice President, Crisis & Risk Management, Key Accounts Manager | LinkedIn

CHAIRMAN’S BREAKFAST

DEVELOPMENT OF ENGINEERING TALENT IN THE REGION

OCTOBER 12, 2017 | WESTIN LOMBARD

Choose DuPage ordered up a new event series in 2017: breakfast meetings hosted by Choose DuPage & The Honorable Dan Cronin, DuPage County Board Chairman. A small group of 20-30 people are invited for an open discussion, with the topic and industry members changing each time.

“The purpose of these events is to address issues critical to the prosperity of DuPage County,” said Chairman Cronin. “By bringing together leaders that represent different facets of industry, we hope to educate one another on the challenges and needs of each group in order to achieve better outcomes.”

SPEAKER
• Peter C. Nelson, Ph.D., Dean of Engineering, University of Illinois
CONVERSATION CREATES ACTION

Choose DuPage hosted three programs in 2017 for economic experts of the 39 municipalities to come together, ideate about the issues and trends facing our community, then go forth to put them into practice.

STATE OF ECONOMIC DEVELOPMENT IN ILLINOIS
OCTOBER 12, 2017

Erik T. Brejla, Assistant Deputy Director, Foreign Direct Investment and Site Selection for the Illinois Department of Commerce & Economic Opportunity illuminated how the State is strategically working to promote economic development in Illinois, including Foreign Direct Investment initiatives and trade opportunities. He stressed the importance of understanding why a company is looking to relocate, their needs, growth strategy, and essential resources.

HOW E-COMMERCE IS DISRUPTING MAIN STREET BUSINESSES
JUNE 29, 2017

Tanya Triche Dawood, Vice President & General Counsel for the Illinois Retail Merchants Association discussed how disruptive technology impacts the economy. Specifically, Karr addressed brick and mortar businesses, and the related impact on tax revenues and property values.

LOCATION STRATEGY & THE TRUMP ADMINISTRATION
MARCH 9, 2017

Kyle Syers, Consultant for BLS & CO., shared his insights on location strategy under the new Presidential administration, and how it may affect corporate site selection.
## 2017 MARKETING REVIEW

### MARKETING OBJECTIVES

- Promote DuPage County as a premier global business location.
- Raise awareness of the talented and educated workforce and employment opportunities available in DuPage County.
- Raise the profile of DuPage County and Choose DuPage.

### MARKETING BY THE NUMBERS

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<td>Economic Indicator Reports</td>
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### TRadeshows

**ICSC CHICAGO DEAL MAKING, CHICAGO**

Together with 8 communities, Choose DuPage exhibited at this regional convention for the shopping center industry, networking and promoting the County to owners/developers, retailers, brokers, municipalities and others.

**SELECTUSA INVESTMENT SUMMIT, WASHINGTON D.C.**

Choose DuPage attended the SelectUSA Investment Summit, which is dedicated to promoting foreign direct investment (FDI) in the United States. The event brings together companies from all over the world, economic development organizations, and other parties working to facilitate business investment in the United States.

Together with the Illinois Department of Commerce & Economic Opportunity, Choose DuPage cultivated 10 leads of businesses looking to relocate or expand into DuPage County.

**RECON, LAS VEGAS**

Choose DuPage attended this national convention for the shopping center and retail industry and hosted a networking event. The networking event had over 50 attendees that included Choose DuPage Board Members, municipalities, real estate brokers, and economic development professionals.
SEE THE DUPAGE DIFFERENCE

To change the business world, it takes the DuPage Difference. In 2017, we produced a video highlighting the DuPage Difference for businesses looking to relocate. It became a game-changing marketing tool as Choose DuPage invited businesses to choose the DuPage Advantage. Compelling, concise, and fully customizable for any prospective organization, the video is proof that DuPage remains a county to watch.
2017 CHOOSE DUPAGE BOARD MEMBERS

Advocate Good Samaritan Hospital
David Fox, President
Argonne National Laboratory
Norm Peterson, Director, Government Relations
AT&T
John Quer, Area Manager, External Affairs
Ball Horticultural Company
Anna Carolina Ball, President and CEO
Michael Wikami, Director, Human Resources
Benedetec University
Dr. Michael S. Brophy, President
BMW Harris Bank S.A.
Gregory Sythe, Senior Vice President, Commercial Mid-Market Banking
Chicago Zoological Society
John Calamas, Chairman and Global CIO
Kan Wittkowski, Senior Vice President, Calamos Real Estate LLC
CBIZ Benefits & Insurance Services
John Cook, Regional Business Unit President
Tyye Spender, Benefits Consultant
CHI, Inc.
Diana Reaume, Senior Vice President
CommandPoint Properties
Edward Harrington, Senior Vice President
College of DuPage
Dr. Stuart D. Stark, President and CEO
Christopher B. Burke, Board Secretary and Engineering Ltd.
Christopher B. Burke, President
John Oehl, Director of Government Relations
College of DuPage
Dr. Ann Rondeau, President
Dr. Stuart D. Stark, President and CEO
Christopher B. Burke, Board Secretary and Engineering Ltd.
Christopher B. Burke, President
John Oehl, Director of Government Relations
College of DuPage
Dr. Ann Rondeau, President
Cori Middleberg, Director, Continuing Education/Extended Learning
CBIZ, Inc.
Anthony Signorile, Senior Manager, Government and Regulatory Affairs
CuMed
Ed Sitter, Manager, Economic and Business Development
Dixon Business Service Corporation (DBSC)
Dan Allen, Executive Director
DuPage Convention & Visitors Bureau
Greene Horrath
Brett Nosrtagh, Partner
Dogan & Liposka
Hugh Elliott, Principal
DuPage County Board
Robert Schillinger, Chairman, DuPage County Board District 5
DuPage Mayors & Managers Conference
Lorentz Hartwig, Member Emeritus
Richard Vomholt, Mayor, Village of Addison
Dr. Darina Ruscati, Regional Superintendent of Schools
DuPage Workforce Services
James Brown, Workforce Board Coordinator
Edward-Elmhurst Healthcare
Mary Lou Matti, System CEO
Ahmad Elganzouri, Deputy General Counsel
Grant Thornton
Mark Sullivan, Principal
Wheaton Bankers
Ron Lunt, Partner
Heartland Business Systems
Mike Robison, Vice President of Business Development
Ira Weiler LLC
Michael Roth, Partner
Robert A. Schiavonato, Partner
JP Morgan Chase
Jameil Allibhan, Executive Director and Market Executive, Commercial Banking, Rivers Edge Market
MACLIN
Ray Kennedy, Partner
Majestic Financial
Richard Price, Chairman and CEO
Virgin Alliazy, Senior Managing Director, Retirement Planning and Advisory
Christopher Pohlman, Senior Managing Director, Retirement Planning and Advisory
Mettex
Freu Steurer, Senior Director, Procurement Compliance and Services
Minor Cee
Tom Kiley, Director, Community Relations and Economic Development
Northwestern Medicine University
Rena Cortezino, Associate Vice President, Engagement and Innovation Partnerships
Northwestern Mutual Healthcare
Robert Christie, Vice President, External Affairs
Pace
Christine Ross, Community Relations Director
PNC Bank
Stephanie Kline, Senior Vice President, Corporate and Institutional Banking
PowerForward DuPage
Kenny Charvat, Executive Director
Rathje & Woodward, LLC
Mark Mohrwecker, Partner
Starck Parking Group
Craig Fenehouse, CEO
US Bank
Manoach Cavena, Regional President of Commercial Banking
Wight & Company
Stephen Colina, Vice President, Government Programs
Weintraub Financial Corporation
Robert Hutchinson, President, Glen Ellyn Bank & Trust

Past and Present Public Sector Co-Chairs
Robert Schillerstrom, Chairman, DuPage County Board, 2008 – 2010
Dan Cronin, Chairman, DuPage County Board, 2010 – Current
Past and Present Private Sector Co-Chairs
James Sheahan, Valaena, 2008 – 2011
Craig Fenehouse, Cawis Horne, 2011 - 2014
Ron Lunt, Hamilton Partners, 2016 - Current

CHOOSE DUPAGE BOARD COMMITTEES

PROGRAMMING COMMITTEE

The Choose DuPage Programming Committee works to impart actionable, substantive information to and for its participants, and develop programs that support economic development, Choose DuPage, and its board members.

WORKFORCE COMMITTEE

The mission of the Choose DuPage Workforce Committee is to develop practices to serve the trained and educated workers of the county. The committee creates opportunities to connect DuPage employers with the skilled talent in the region. This is done through events, networking, partnering with other agencies, and educating and creating awareness in youth and school systems.

EXECUTIVE COMMITTEE

The Board of Director’s Executive Committee creates the organization’s annual work plan and budget, while making choices that foster the success of DuPage County.

FINANCE COMMITTEE

The Finance Committee oversees all financial reporting, annual budgeting and financial policy matters. This includes making recommendations to the Board of Directors to assure fiscal soundness and financial compliance to 501(c)6 standards.

LEGISLATIVE COMMITTEE

The Choose DuPage Legislative Platform and initiatives support our guiding principles and core objectives. Choose DuPage seeks to impact and influence legislation and regulation in a manner consistent with our focus on business retention, expansion and attraction. Choose DuPage strives to elevate awareness, educate and engage the business community on issues important to their success and the vitality of the regional economy.

Goals:
Create a pro-business environment.
Educate elected officials on needs of business.
Educate the business community on legislation impacting their business.

MARKETING COMMITTEE

The Choose DuPage Marketing Committee creates awareness for DuPage County, and the advantages to doing business here.

Objectives:
Promote DuPage County as a premier global business location.
Raise awareness of the talented and educated workforce and employment opportunities available in the County.
Raise the profile of DuPage County and Choose DuPage.
Happy Friday!

The work we do is often not easy, and the clients we serve come with struggles and challenges of all shapes and sizes.

Many/most/all of you are familiar with Val who has been living in her car in our parking lot for the past 2+ months. I’m happy to report that, with the help of Rosa Sanchez, she secured a one bedroom apartment this afternoon in a senior living center. Val was the recipient of many, many displays of kindness from our staff here, so I’m sure everyone will feel good knowing that she is taking an opportunity now to improve her situation.

I also heard this afternoon about a man Marianne has been working with who was homeless, but who she worked with toward completion of a CDL program, and who now has landed full-time employment. This was an individual who had health issues stemming from his living situation, as well as all the other challenges the issue of homelessness presents, but who is now on the path to a better future due to the efforts of Marianne and all others who worked with him.

Patti Speer relayed to me this afternoon that she is seeing an uptick in the number of clients who are homeless, whether that’s living in their car or sleeping on a friend’s couch, and she let me know the manner in which our Navigators go about connecting them with the resources they need.

The work that we do is often not easy... but the work that we do always matters. I’m proud to be a part of this organization and a witness to the excellent work you all do on a daily basis. Thank you.

Enjoy your weekend.

Lisa Schvach
Executive Director
DuPage County Workforce Development Division
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